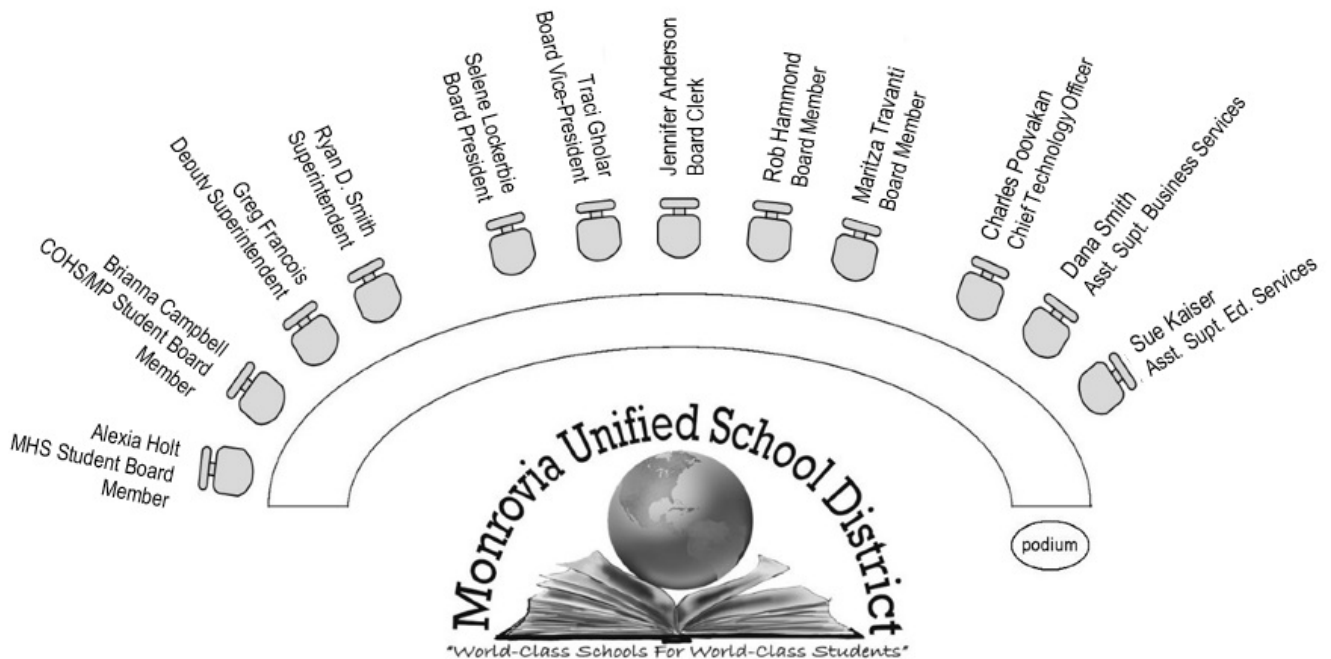




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair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



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



**MONROVIA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

325 E. Huntington Drive Monrovia, California 91016

BOARD OF EDUCATION CLOSED SESSION

Wednesday, April 13, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, April 13, 2022

6:30 p.m. - Board Room

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

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

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

2. Pledge of Allegiance by Monrovia Adult School - Flint Fertig, Principal

3. Roll Call:

Selene Lockerbie, Board President _____

Ryan D. Smith, Superintendent _____

Traci Gholar, Board Vice-President _____

Gregoire Francois, Deputy Supt. _____

Jennifer Anderson, Board Clerk _____

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

Rob Hammond, Board Member _____

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

Maritza Travanti, Board Member _____

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

MHS Student Board Member _____

Charles Poovakan, CTO _____

Alexia Holt

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 March 23, 2022.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

[BM Mins - 032322.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports

2. Student Board Member Report

3. Report from the Superintendent

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

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

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

2. Public Comments for items on the Open Session Agenda

H. STAFF PRESENTATIONS

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

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

2. AMIGOS DE LOS RIOS UPDATE. (Dana Smith, Asst. Supt. of Business Svcs.) The Board of Education will receive an update from Amigos de los Rios regarding projects occurring at Plymouth Elementary School & Monrovia High School.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

Motion by _____, seconded by _____ Vote _____

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

Board Member Gholar ____, Board President Lockerbie _____

EDUCATIONAL SERVICES

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

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

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

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

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

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

BUSINESS SERVICES

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

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

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

4. 21/22-2119 - DISTRICT CASH RECEIPTS

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

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

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

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

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

6. 21/22-2122- PROFESSIONAL SERVICE AGREEMENTS

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

HUMAN RESOURCES

7. 21/22-3097 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #16.
[2022-04-13 Personnel Report 16.pdf](#)

BOARD BUSINESS

8. 21/22-5083- RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education is requested to adopt Resolution No. 2122-20, recognizing the continued state of emergency that exists and reauthorizing the need for teleconferenced meetings pursuant to AB 361.
[AB 361 Resolution - 041322.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

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

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

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member Anderson __,
Board Member Gholar __, Board President Lockerbie _____

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

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

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

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member Anderson __,
Board Member Gholar __, Board President Lockerbie _____

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

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

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

The Board of Education is requested to approve the updated job description for Director of Performing Arts.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member Anderson __,
Board Member Gholar __, Board President Lockerbie _____

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

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

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

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____
[2022 Admin Profess. Resolution - 041322.pdf](#)

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

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

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

Motion by _____, seconded by _____ Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie____
[MUSD Resolution Ordering Governing Board Member Election 2022.pdf](#)

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

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

K. INFORMATION ITEMS

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

1. BOARD POLICY 0400, COMPREHENSIVE PLANS

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

[0400 BP Comprehensive Plans.pdf](#)

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

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

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

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

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

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

[5125 BP Student Records.pdf](#)

[5125 AR Student Records.pdf](#)

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

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

[5141.4 BP Child Abuse.pdf](#)

[5141.4 AR Child Abuse.pdf](#)

5. ADMINISTRATIVE REGULATION 5145.71, TITLE IX COMPLAINT PROCEDURES

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

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

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

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

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

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

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

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

[6020 BP Parent Involvement.pdf](#)

[6020 AR Parent Involvement.pdf](#)

8. BOARD POLICY 6170.1, TRANSITIONAL KINDERGARTEN

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

[6170.1 BP Transitional Kinder.pdf](#)

9. PENDING BOARD ISSUES

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

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

L. FUTURE MEETING DATES

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

M. NEW BUSINESS

Open Houses:

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

Other Dates to Calendar:

- Superstars of Music Showcase @ Taylor Performing Arts Center - May 12, 2022; 6:30 p.m.
- Monrovia Days Parade & Festival - May 13-15, 2022

- Memorial Day (All Sites Closed) - May 30, 2022

N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

Background:

Budget Implication (\$ Amount):

Additional Information:

ATTACHMENTS



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

BOARD OF EDUCATION CLOSED SESSION

Wednesday, March 23, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, March 23, 2022

6:30 p.m. - Board Room & Virtual Zoom Meeting

UNADOPTED MINUTES

CORONAVIRUS DISEASE (COVID-19) ADVISORY

On September 16, 2021, Governor Newsom signed AB 361 into law, allowing government agencies to conduct virtual meetings as long as there is a state-proclaimed state of emergency. As such, the Board of Education will be conducting its meetings virtually until further notice.

In accordance with AB 361, members of the public may provide live public comment by clicking and registering using this link: <https://tinyurl.com/yx8xrus3>. Live public comments are for the Open Session agenda, non-agenda, and closed session items.

If you would like to watch or listen to the meeting from home:

- 1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)
- 2) Livestream online at www.foothillsmedia.org/musd

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

1. Meeting was called to Order at 5:15 p.m.
2. **Public Comments for Items on the Closed Session Agenda** -In accordance with AB 361, members of the public may provide live public comment by clicking and registering using this link: <https://tinyurl.com/yx8xrus3>. Once you have registered, you will receive a link to join the meeting via the email address you used to register. During public comments, you will be prompted to unmute your microphone. Please state your name, and give your live public comment. 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, totaling no more than 20 minutes per topic or agenda item.
 - **There were none.**

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

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

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

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

1. Meeting was called to order by Board President Lockerbie at 6:30 p.m.
2. Pledge of Allegiance was led by Mayflower ES - Michele Costarella, Principal
3. Roll Call

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

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.
There were no changes to the order.
2. Approved the Minutes of the Regular Board of Education Meeting on March 9, 2022.
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
[BM Minutes - 030922.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education congratulated **Clifton MS teacher Gina Ayala** on being named the **California League of Schools (CLS) State "Educator of the Year."**
2. Board Member Reports
 - **Board Clerk Anderson** provided an update on the Board of Education’s recent Boardwalk site visit to Santa Fe CSMS on March 16, 2022.
 - **Board President Lockerbie** provided an update on the update on Monrovia High Schools Open house which occurred on March 16, 2022, and invited Monrovia High School student, Megan Barrett, to share with the Board and community about her future plans.
3. Student Board Member Report
4. Report from the Superintendent
 - **Dr. Smith** introduced Interim Assistant Superintendent of Human Resources, Leslie Lockhart. **Dr. Smith** also provided an update on COVID-19 regulations, and how these affect students, staff, and the community. Finally, **Dr. Smith** informed the public about an upcoming vaccine clinic on March 26, 2022, and provided an overview of the 7th Annual “Common Day of Learning,” which occurred on March 18, 2022, at MHS.

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

In accordance with AB 361, members of the public may provide live public comment by clicking and registering using this link: <https://tinyurl.com/yx8xrus3>. Once you have registered, you will receive a link to join the meeting via the email address you used to register. During the public comments section of the meeting, you will be prompted to unmute your microphone. Please state your name, and identify whether or not your comment is for an item not on the agenda, or for an open session agenda item. You may then give your live public comment. 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, totaling no more than 20 minutes per topic or agenda 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.

- **MUSD parent Jason Willoughby** addressed the Board regarding universal intervention for students at all MUSD schools.

2. **Public Comments for items on the Open Session Agenda**

- **There were none.**

H. STAFF PRESENTATIONS

1. **SCHOOL SERVICES OF CALIFORNIA ORGANIZATIONAL REVIEW. (Dr. Ryan D. Smith, Superintendent).**

The Board of Education received an informational report from School Services of California on a review of district departmental policies, practices, and procedures.

[REVISED FINAL - Monrovia USD - Organizational Review of HR \(3-11-22\).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: **There were none.**

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. **21/22-1087 - MEMORANDUM OF UNDERSTANDING BETWEEN CITRUS COMMUNITY COLLEGE DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved a Memorandum of Understanding (MOU) between Citrus Community College District and Monrovia Unified School District for the reimbursement of certificated and classified staff member employment, and the offering of in- person courses during the 2022 summer program.

[Citrus College Credit Recovery Summer School MOU - 20220323.docx.pdf](#)

BUSINESS SERVICES

2. **21/22-2113 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education ratified purchase orders in the amount of \$360,714.28, issued February 18, 2022, through March 4, 2022, and payments in the amount of \$5,641,656.81, issued February 19, 2022 through March 9, 2022.

[BA Item 2113\(b-e\) Purchase Order Rpt 3-23-22.pdf](#)

3. **21/22-2114 - DISTRICT CASH RECEIPTS**

The Board of Education received District cash receipts; Deposit Report No. 31 through No. 33, deposited March 1, 2022, through March 14, 2022, for a total amount of \$697,050.63.

[BA Item 2114\(b\) Deposit Rpt #31-33 3-23-22.pdf](#)

4. **21/22-2115 - CUMULATIVE OBJECT SUMMARY REPORTS**

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

5. 21/22-2116 - ACCEPTANCE OF GIFTS

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2022-09.
[Acceptance of Gifts #2022-09-03-23-22.pdf](#)

HUMAN RESOURCES

6. 21/22-3087 - PERSONNEL ASSIGNMENTS

The Board of Education approved Personnel Assignments Report #15.
[2022-03-23 Personnel Report 15.pdf](#)

7. 21/22-3088 - AGREEMENT WITH SERA COLLECTION RESEARCH SERVICES, LLC

The Board of Education ratified an agreement with Sera Collection Research Services, LLC., to host vaccine clinics on March 26, 2022, and April 16, 2022.
[Service Agreement COVID Vaccination Monrovia March2022.pdf](#)

BOARD BUSINESS

8. 21/22-5074 - BOARD POLICY 0110, MISSION STATEMENT

The Board of Education adopted Board policy 0110, *Mission Statement*, as updated following the Board and Superintendent's review of the district's mission and vision statement.
[BP 0110 Mission Statement - \(2nd read\) 032322.pdf](#)

9. 21/22-5075 - BOARD POLICY 0420, SCHOOL PLANS SITE COUNCILS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education adopted Board Policy 0420, *School Plans Site Councils*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).
[0420 BP School Plans Site Councils.pdf](#)
[0420 AR School Plans Site Councils \(11-49\) \(1\).pdf](#)

10. 21/22-5076- BOARD POLICY 1312.3, UNIFORM COMPLAINT PROCEDURES, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education adopted Board Policy 1312.3, *Uniform Complaint Procedures*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).
[1312.3 AR Uniform Complaint Procedures.pdf](#)
[1312.3 BP Uniform Complaint Procedures.pdf](#)

11. 21/22-5077 - BOARD POLICY 4244, COMPLAINTS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education adopted Board Policy 4244, *Complaints*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).
[AR 4244 Complaints.pdf](#)
[BP 4244 Complaints.pdf](#)

12. 21/22-5078- BOARD POLICIES 5116, INTRA-DISTRICT OPEN ENROLLMENT, AND 5117, INTER-DISTRICT ATTENDANCE, AND THEIR ACCOMPANYING ADMINISTRATIVE REGULATIONS

The Board of Education adopted Board Policies 5116, *Intra-District Open Enrollment*, and 5117, *Inter-District Attendance*, and their accompanying Administrative Regulations as recommended by the California School Boards Association.
[5117 AR Inter District Attendance.pdf](#)
[5117 BP Inter-District Attendance.pdf](#)

13. 21/22-5079- BOARD POLICY 5141.52, SUICIDE PREVENTION, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education adopted Board Policy 5141.52, *Suicide Prevention*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5141.52 AR Suicide Prevention.pdf](#)

[5141.52 BP Suicide Prevention.pdf](#)

14. 21/22-5080- RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education adopted Resolution No. 2122-19, recognizing the continued state of emergency that exists and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

[AB 361 Resolution - 032322.pdf](#)

15. 21/22-5081- AMENDMENT TO CERTIFICATION OF SIGNATURES

The Board of Education is requested to approve an amendment to the Annual Certification of Signatures for the 2021-22 school year.

J. ACTION ITEMS (Non-Consent)

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

1. 21/22-1084 - NEW COURSE OFFERING FOR HIGH SCHOOL STUDENTS: CONCEPTS OF CRIMINAL LAW

The Board of Education approved the new course offering "*Concepts in Criminal Law*," for high school students.

Motion by Board Member Anderson, 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

[COURSE DESCRIPTION - Concepts of Criminal Law - 20220323.pdf](#)

2. 21/22-1085 - PUBLIC REVIEW OF RECOMMENDED TEXTBOOKS

The Board of Education accepted the textbook "*California Criminal Law Concepts*," by Pearson Learning Solutions, for public review prior to adoption for the early college course *Concepts of Criminal Law*.

Motion by Board Member Gholar, 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

3. 21/22-1086 - A-G COMPLETION IMPROVEMENT GRANT PLAN

The Board of Education approved the A-G Completion Improvement Grant Plan.

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

[MUSD A-G Completion Improvement Grant Plan - Rev 20220310.pdf](#)

4. 21/22-1088 - PROFESSIONAL SERVICES AGREEMENT WITH DAVE BURGESS CONSULTING, INC.

The Board of Education ratified a professional services agreement with Dave Burgess Consulting, Inc., to provide virtual professional development training on March 18, 2022.

Motion by Board Member Travanti, seconded by Board Member Anderson, **Vote 5-0**
Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y, **13**

Board Member Gholar – Y, Board President Lockerbie - Y
[PSA-Dave Burgess Consulting, Inc. - 20220318.pdf](#)

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

5. 21/22-3089- APPROVAL OF JOB DESCRIPTION, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

The Board of Education approved the updated job description, *Assistant Superintendent, Human Resources*.

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
[Assistant Superintendent of HR - Certificated 2022.pdf](#)

Vote 5-0

6. 21/22-3090 - APPROVAL OF JOB DESCRIPTION, DIRECTOR, HUMAN RESOURCES

The Board of Education approved the updated job description, *Director, Human Resources*.

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
[Director of Human Resources - Classified 2022.pdf](#)

Vote 5-0

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

7. 21/22-5082 – 2022-2023 PROPOSED BOARD MEETING SCHEDULE

The Board of Education approved the schedule of the Regular Board of Education meetings for the 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
[Proposed Board Meeting Schedule 2022-23.pdf](#)

Vote 5-0

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. OVERVIEW OF DISTRICT LEADERSHIP STRUCTURE FOR 2022-23 SY

The Board received an overview of the District leadership structure for the 2022-23 school year.

2. PENDING BOARD ISSUES

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

[Pending Board Issues-032322.pdf](#)

L. FUTURE MEETING DATES

- April 13, 2022; 6:30 p.m. - Regular Board of Education Meeting
- April 27, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

Boardwalk:

- MHS - April 13, 2022; 10am

Open Houses

- Clifton MS - March 24, 2022; 6pm
- Mayflower ES - March 29, 2022; 6pm
- CELC - March 31, 2022; 6pm
- Monroe ES - March 31, 2022; 6pm
- Wild Rose SOCA - April 21, 2022; 5:30 p.m.
- Plymouth ES - April 26, 2022; 5:30 p.m.
- Bradoaks ESA - April 26, 2022; 6:15 p.m.

Other Dates to Calendar

- Cesar Chavez Day (ALL SITES CLOSED) - April 1, 2022
- Spring Break (ALL SITES CLOSED) - April 4-8, 2022

- N. Board President Lockerbie RECESSED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 8:47 p.m.**
- O. RECONVENED THE BOARD OF EDUCATION CLOSED SESSION at 9:00 p.m.**
- P. ADJOURNED THE BOARD OF EDUCATION CLOSED SESSION at 10:15 p.m.**
- Q. RECONVENED THE REGULAR BOARD OF EDUCATION OPEN SESSION at 10:19 p.m.**
1. Meeting was called to order at 10:19 p.m.
 2. Report out of Closed Session
 - Board President Lockerbie reported that in Closed Session, the Board took the following action: **“On a motion made by Board member Travanti, seconded by Board member Lockerbie, the Board voted unanimously to terminate probationary management Employee No.1792.” Vote 5-0**
- R. BOARD President Lockerbie ADJOURNED THE REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 10:20 p.m.**

Ryan D. Smith, Superintendent & Secretary of the Board

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

This Memorandum of Understanding will provide mental health services to Monrovia Unified School District students and families with the purpose of improving student functioning within an educational setting by addressing behaviors through therapeutic interventions that increase student functioning to reduce symptoms and restore or maintain levels of functioning consistent with requirements of learning, development, independent living, and enhanced self-sufficiency.

Background:

The history of D'Veal Family and Youth Services as a community mental health agency began more than twenty years ago in Pasadena and has expanded to community and school-based clinics and services in multiple surrounding communities. The California Mental Health Services Act (Proposition 63) and grant funding has opened new sources of targeted funding for programs addressing underserved groups. This Memorandum of Understanding will allow D'Veal to provide prevention, early intervention, and intensive-need services, including individual and group counseling, triage/risk screening, school-based mental health services, plus job and career services for youth.

Budget Implication (\$ Amount):

D'Veal Family and Youth Services receives funds from Medi-Cal, Proposition 63 grant funding, and an endowment to cover the cost of services. There is no cost to the District.

Legal References:

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

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

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



PROVIDING BEHAVIORAL HEALTHCARE SERVICES

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

D'VEAL FAMILY AND YOUTH SERVICES

AND

MONROVIA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered by the above parties and shall commence on **August 1, 2022** and continue through **June 30, 2023**. Either party, however, may modify, amend, or terminate this MOU with 30 days written notice.

The purpose of this agreement is to identify and stipulate the type and extent of services to be provided by **D'Veal Family and Youth Services (D'Veal) to Monrovia Unified School District (District)**.

I. PURPOSE

The purpose of this program is to work together towards the mutual goal of providing **Outpatient Mental Health Services** to improve student functioning within an educational setting.

II. GOAL

The goal is to address specific behaviors through therapeutic interventions that increase student functioning within an educational setting and to reduce symptoms and restore or maintain levels of functioning consistent with requirements of learning, development, independent living, and enhanced self-sufficiency.

III. SERVICES PROVIDED

D'Veal will:

1. Provide the following mental health services to students and families who qualify for services:
 - Mental health services for youth and their families;
 - One-on-one counseling sessions with students;
 - Family counseling for program participants; and
 - Peer groups.

2. Will conduct an "Alive and Free" program, designed to keep young people alive and free, unharmed by violence and keeping young people in school. The goal of the program is to provide young people with the opportunity and support to build positive lives for themselves and to move into contributing roles in society.
3. Certify that its staff and/or trainees providing the services designated are adequately trained and prepared according to the prevailing professional standards to provide such services.
4. Certify that it shall provide reasonable and adequate supervision of its staff and/or trainees providing the services designated above.
5. Participate in the pre-screening process and identify the mental health needs of students.
6. Contact school and/or referring school personnel of referral to inform them of first appointment date (intake date) and/or services/linkage provided.
7. Provide triage/risk screening of students in conjunction with the school staff.
8. Provide training for screening and referring techniques on identifying students who are at-risk and require mental health services.
9. Provide a fully furnished mental health clinic on the Monrovia High School campus, staffed by at least one clinician and one behavior specialist for a minimum of twenty hours each, targeting qualified students participating in, or considered to be, highly at-risk.
 - A qualified student is a student who is a full scope Medi-CAL beneficiary and meets the criteria for medical necessity; a qualified student is also a student benefitting from counseling interventions when alternative funding is available.
 - Criteria for medical necessity includes, but is not limited to, students identified as highly at-risk for school failure, impaired in other life domains (social, family, daily activities), and who may be participating in intensive academic intervention and/or other support programs.
10. Provide mental health services during and after school hours, during school vacations and summer vacation. Services will be provided on campus and/or at any location which is convenient for the student, parent, and clinician. During hours/days in which the campus is closed, other arrangements will be made with parents and students to coordinate services at D'Veal Clinics' main office site, at the student's home, or somewhere else in the community.

11. Provide consultation and share necessary information (with the appropriate releases of information forms signed by legal guardians) about the student's treatment status with school personnel in order to work collaboratively toward treatment and progress.
12. Have prerequisite TB testing and finger printing clearance and ensure all staff will have successfully met the fingerprinting requirements as defined in the California Education Code §45125 .1.
13. Will work collaboratively with the school principal or his/her designee to prioritize and design the program elements to meet the needs of the school and the students.

District will:

1. Complete referral process on all students referred to receive mental health services.
2. Inform clinical team of IEP/student meetings when a mental health referral is being considered.
3. Provide a room on the school site conducive to providing therapeutic services, when needed.
4. Supports allowing the student to attend counseling during classroom hours.
5. Provide a space on the school site to provide presentations.
6. Support and encourage through reinforcing therapeutic intervention goals in order to accomplish and maximize students' mental health treatment goals.
7. Work collaboratively with D'Veal in establishing and implementing procedures and protocols regarding child abuse reporting, confidentiality issues, suicidal management, and school site training.
8. Work collaboratively with D'Veal in determining an effective method to disseminate information to all students and their families regarding D'Veal's services.

IV. COMPLIANCE WITH LEGAL REQUIREMENTS

D'Veal Family and Youth Services and Monrovia Unified School District shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. D'Veal agrees to serve all clients without regard to color, creed, religion, ethnicity, sex, sexual orientation, nationality, and/or physical or mental disability.

Further, D'Veal specifically agrees to adhere to CA Code of Regulations, Title IX and LADMH contractual requirements for service delivery.

V. CONFIDENTIALITY

The District shall, during the term of this Agreement and for a period of five (5) years thereafter, maintain the confidentiality of confidential information disclosed by D'Veal ("Confidential Information") and to use such Confidential Information solely for the purposes expressly set forth herein. Confidential information shall mean any and all information disclosed to the District concerning D'Veal Family and Youth Services or specifically in connection with the services performed pursuant to this Agreement, including but not limited to, proprietary information, materials, know-how, and other data, both technical and non-technical. The District shall have no obligation of confidentiality and non-use with respect to Confidential Information which:

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of the District;
- (b) Is obtained by a third party who had the legal right to disclose Confidential Information to the District;
- (c) Is already in the possession of the as evidenced by written documentation that Predates the District's receipt of Confidential Information; or
- (d) Is required by law, rule or regulation.

VI. PROVIDER'S AND SUBPROVIDER'S INSURANCE.

D'Veal shall not commence work under this MOU until it 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.

D'Veal shall procure and shall maintain during the life of this MOU Worker's Compensation Insurance on all of its employees to be engaged in work on this project and in the case of any such work sublet, the D'Veal shall require the sub provider similarly to provide Worker's Compensation Insurance for all of the latter's employees.

D'Veal shall procure and shall maintain during the life of this MOU, 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 property damage insurance in an amount not less than \$1,000,000. Any sub-provider employed in connection with the work shall maintain such insurance unless D'Veal's insurance covers the sub-provider and its employees.

VII. HOLD HARMLESS AGREEMENT.

D'Veal 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 MOU, resulting in whole or in part from the negligent acts or omissions of D'Veal, any sub-providers, or any employee, agent, or representative of D'Veal and/or its sub-providers.

VIII. PERMITS AND LICENSES

D'Veal employees, agents, and sub-providers shall secure and maintain in force, at D'Veal'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.

IX. LIMITATION OF LIABILITY AND INDEMNIFICATION

To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon contract, negligence, tort or otherwise.

D'Veal and the District shall mutually agree to defend, hold harmless, and indemnify the other and their officers, agents, and employees from any and all liabilities including, but not limited to any claims for damages from death, sickness, or other personal injury or injury to property, including without limitation all consequential damages, for any cause whatsoever arising from or connected with its service hereunder, whether or not resulting from the negligence of their agents, or employees.

X. OPERATIONAL AND PROCEDURAL DETAIL

Any and all operational and procedural detail that is mutually agreed to by D'Veal and the District and deemed necessary to put in writing may be attached to this MOU as Appendix A

XI. 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.

XII. GOVERNING LAW AND VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles, California, and venue for the action shall be Los Angeles, California.

EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective when signed by the following authorized persons. All notices or correspondence related to this agreement should be directed to:

D'Veal Family and Youth Service
2750 E Washington Blvd., Suite 230
Pasadena, CA. 91107

Tel: (626) 296-8900
Fax: (626) 296-8911



Ronald Mills
Chief Operating Officer

08/01/2022

Date

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

Tel: (626) 471-2000
Fax: (626) 471-2077

Ryan D. Smith, Ed.D.
Superintendent

Date

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

This Memorandum of Understanding will provide mental health services to Monrovia Unified School District students and families eligible for Medi-Cal and who meet specific criteria of medical necessity and/or school functioning impairment due to behavioral problems, learning disabilities, and non-attendance, with the purpose of improving student functioning by addressing behaviors through therapeutic interventions that increase student functioning to reduce symptoms and restore or maintain levels of functioning consistent with requirements of learning, development, independent living, and enhanced self-sufficiency.

Background:

Foothill Family was founded in 1926 and provides a broad range of community-based mental health and social services to at-risk children and families in the San Gabriel and Pomona valleys, Glendale, and Burbank. This Memorandum of Understanding will allow Foothill Family to provide outpatient mental health services consisting of individual, group and family therapy, medication assessment, diagnostic testing where indicated, case management, substance abuse counseling, collateral consultation, parent education, and support groups.

Budget Implication (\$ Amount):

Foothill Family receives funds from Medi-Cal to cover the cost of services. There is no cost to the District.

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 Memorandum of Understanding is attached.

ATTACHMENTS

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

AGREEMENT FOR SERVICES

By and Between
Monrovia School District and
Foothill Family

This Agreement for Services is made this the 1st day of July 2022 until the 30th day of June 2023 by and between the Monrovia School District (District), a public school district of the State of California, and Foothill Family, a non-profit corporation of the State of California.

RECITALS

WHEREAS, Foothill Family is a contract provider within the Los Angeles County Department of Mental Health Children's System of Care and is authorized by the Department of Mental Health to provide services to students and families eligible for Medi-Cal and who meet specified criteria of medical necessity and/or school functioning impairment due to behavioral problems, learning disabilities and non-attendance; and

WHEREAS, Foothill Family and District desire to collaborate with each other to offer students mental health services at District school facilities; and

WHEREAS, both parties desire to memorialize the terms and conditions associated with the provision of mental health services under the aforementioned program.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Foothill Family agree as follows:

Section 1. Mental Health Services.

- A. Foothill Family shall provide outpatient mental health services to District pupils, consisting of individual, group, and family therapy, medication assessment, diagnostic testing where indicated, case management, substance abuse counseling, collateral consultation, parent education and support groups (Mental Health Services). Students will be provided with one or more hours of service per week, as indicated by individual needs. To the extent necessary and appropriate, Foothill Family shall ensure family participation in Mental Health Services to students of District.
- B. Mental Health Services will be provided according to a schedule mutually agreed to by Foothill Family and District.
- C. All Mental Health Services provided by Foothill Family will be free of charge to District students and their families. The clients will be required to have or be eligible for Medi-Cal coverage to ensure compliance with funding regulations. Clients without Medi-Cal coverage may receive

mental health services as additional funding Foothill Family receives permits. Referrals made by District staff will be evaluated for eligibility by Foothill Family staff.

- D. Mental Health Services shall be provided at District facilities, at agency offices or at clients' homes. District shall make available to Foothill Family staff appropriate confidential office/examination space, a telephone, and wireless internet access at each site. All other equipment necessary for the provision of Mental Health Services shall be the responsibility of Foothill Family.

Section 2. Staffing.

Foothill Family shall provide all personnel to staff the Mental Health Services program. Foothill Family staff shall consist of licensed or registered intern psychotherapists; registered MFT (Marriage and Family Therapy) graduate student trainees; MSW (Social Work) graduate student interns; registered or licensed psychologists for administration of the diagnostic testing instruments; and psychiatric support services for evaluations, consultations, monitoring and medication prescriptions as needed.

All personnel shall be employees of Foothill Family, and Foothill Family shall be responsible for verifying that all personnel are properly licensed, certified or otherwise qualified to participate in providing the Mental Health Service. Supervision of Foothill Family staff shall be provided by Foothill Family. Foothill Family shall provide worker's compensation insurance coverage for all employees involved in the operation of the Mental Health Services Program. Foothill Family shall provide District with a certificate of insurance in a form satisfactory to the District.

Section 3. Fingerprinting of Foothill Family Services Employees.

Foothill Family shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Foothill Family shall not permit any employee to have any contact with District pupils until such time as Foothill Family has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1.

Section 4. Term and Termination.

The term of this Agreement shall commence on its date of execution and shall remain in effect for an initial period of one year. The Agreement may be renewed upon the mutual agreement of the parties.

This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the non-terminating party. This Agreement

may also be terminated immediately, without notice, upon a breach of the Agreement or upon any violation by either party of any law, rule, regulation or ordinance, including District rules and regulations.

Section 5. Liability Insurance.

Foothill Family has in force, and during the term of this Agreement shall maintain in force, a combined, single-limit liability insurance policy in the amount of not less than one million dollars (\$1,000,000), with District, its employees and agents, at the expense of Foothill Family, named as additional insureds under such policies. Foothill Family agrees to provide District a certificate of insurance in a form satisfactory to District. Such policy shall require thirty (30) days notice to District of any cancellation or reduction of such insurance.

Section 6. Indemnification.

Foothill Family shall indemnify, defend and hold harmless District against and from any and all claims or suits for damages or injury arising from Foothill Family's performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by Foothill Family in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless District against and from all claims or suits arising from any breach or default of any performance of any obligation of District hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of District.

District shall indemnify, defend and hold harmless Foothill Family against and from any and all claims or suits for damages or injury arising from Districts performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by District in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless Foothill Family against and from all claims or suits arising from any breach or default of any performance of any obligation of Foothill Family hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of Foothill Family.

Section 7. Independent Capacity.

Each party shall act in an independent capacity and not as an officer, employee, or agent of the other.

Section 8. Confidentiality.

Foothill Family shall maintain the confidentiality of student health records and information as required by applicable law, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any student or minor sibling and which shall be used only for carrying out the obligations of Foothill Family under this Agreement.

Section 9. Laws and Regulations.

Foothill Family shall comply with all federal, state and local laws and regulations, including District policies, in its provision of Mental Health Services.

Section 10. Non-Discrimination.

There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, marital status, parental status, age, veteran status, or handicap in either the selection of students for participation in the program, or as to any aspect of the Mental Health Services.

Section 11. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

Section 12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

Section 13. Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT

Monrovia Unified School District
402 West Colorado Blvd.
Monrovia, CA 91016
Attn: Superintendent

FOOTHILL FAMILY

2500 East Foothill Blvd., Suite 300
Pasadena, CA 91107
Attn: Chief Clinical Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

DISTRICT

Monrovia Unified School District

FOOTHILL FAMILY

Chief Clinical Officer



By: _____

By: Tami Mitsumori-Miller

Title: _____

Title: Chief Clinical Officer

Date: _____

Date: 3/21/22

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

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

March 31, 2022

SUBMITTED FOR RATIFICATION: April 13, 2022

PRINTED: March 4, 2022 – March 25, 2022

Purchase Order: P22-1031 – P22-1161

Purchase orders printed out of sequence:

Change Orders: P22-0021, P22-0030, P22-0058, P22-0074, P22-0079,
P22-0105, P22-0121, P22-0473, P22-0653, P22-0877, P22-0932

Purchase orders excluded from sequence:

Fund Summary

General Fund (01)	\$	1,288,165.23
Adult Education Fund (11)		11,212.14
Child Development Fund (12)		5,965.96
Cafeteria Fund (13)		146,496.78
Enterprise Fund (63)		<u>3,900.00</u>
Total.....	\$	<u><u>1,455,740.11</u></u>

RECOMMENDED: April 13, 2022

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

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1031	BLICK ART MATERIALS	0003	Art Supplies	01-4310	548.71
P22-1032	AMAZON.COM	0004	Custodial Supplies	01-4370	102.44
P22-1033	SCHOLASTIC INC.	0001	Povinelli Class Books	01-4210	422.81
P22-1034	SCHOLASTIC, INC.	0001	Kinder Books classroom library	01-4210	1,347.80
P22-1035	SCHOLASTIC INC.	0005	Books forTeachers	01-4210	1,557.01
P22-1036	Nathan Lujan	0028	OPEN PO - Backstage Theatre Tech TPAC Rentals	63-5850	1,200.00
P22-1037	Richard Beal	0028	OPEN PO - Backstage Theatre Tech TPAC Rentals	63-5850	1,200.00
P22-1038	Raul Martinez	0028	OPEN PO - Backstage Theatre Tech TPAC Rentals	63-5850	1,500.00
P22-1039	AMAZON.COM	0005	Instructional supplies	01-4310	982.44
P22-1040	Office Depot, LLC	0005	Instructional Supplies	01-4310	158.74
P22-1041	Sharp Business Systems	0010	Copier Supplies	11-4350	119.01
P22-1042	AMAZON.COM	0165	ink for directors printer	12-4350	234.81
P22-1043	AMAZON.COM	0010	Computer Supplies	11-4390	22.03
P22-1044	AMAZON.COM	0010	Medical Assisting Class Supplies	11-4310	176.38
P22-1045	AMAZON.COM	0008	Testing Student Supplies	01-4310	528.98
P22-1046	Megaphone Ink	0165	banners for celc	12-4350	296.35
P22-1047	BluSky Restoration Contrs, LLC	0040	CELC Workroom Flood Deductible	01-5630	5,000.00
P22-1048	ORIENTAL TRADING CO., INC. RIC H HOUSLEY	0005	Instructional supplcs	01-4310	1,097.12
P22-1049	LAGUNA CLAY	0008	Ceramics Supplies (Sales Quote SQ109222)	01-4310	1,606.92
P22-1050	LAGUNA CLAY	0010	Ceramics Class Supplies	11-4310	5,088.88
P22-1051	SCHOLASTIC INC.	0005	Classroom Books	01-4210	22,929.20
P22-1052	SCHOLASTIC INC.	0005	Classroom Books	01-4210	571.78
P22-1053	SCHOLASTIC INC.	0005	Classroom Books	01-4210	596.58
P22-1054	SCHOLASTIC INC.	0005	Classroom Books	01-4210	498.09
P22-1055	SCHOLASTIC INC.	0005	Classroom Books	01-4210	541.92
P22-1056	CURRICULUM ASSOCIATES, INC.	0015	Protocols for Sp Ed Assessment	01-4310	443.33
P22-1057	So. Cal. Pizza Company, LLC	0052	Pizza Hut Vendor for Student Meals at all Cafes	13-4710	45,000.00
P22-1058	Fresh Start Healthy Meals, Inc	0052	Fresh Student Meals for all cafeterias	13-4710	25,000.00
P22-1059	BRIDGES TRANSITIONS CORPORATE	0014	Career Awareness Curriculum	01-5841	600.00
P22-1060	AMAZON.COM	0008	AP Testing Supplies (need by March 12)	01-4310	281.10
P22-1061	AMAZON.COM	0008	Batteries for walkie talkies	01-4350	429.98
P22-1062	ACSA Attn: Member Services	0040	Prorated ACSA Membership for Dana Smith	01-5310	490.67
P22-1063	AMAZON.COM	0006	Motorola Radio CP200d Charger	01-4390	123.44
P22-1064	SCHOLASTIC INC.	0005	Classroom Books	01-4210	490.89
P22-1065	SCHOLASTIC INC.	0005	Classroom Books	01-4210	538.37
P22-1066	SCHOLASTIC INC.	0005	Classroom Books	01-4210	614.17
P22-1067	SCHOLASTIC INC.	0005	Classroom Books	01-4210	576.13

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

ESCAPE ONLINE

Page 1 of 5

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

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1068	SCHOLASTIC INC.	0005	Classroom Books	01-4210	433.82
P22-1069	SCHOLASTIC INC.	0005	Classroom Books	01-4210	638.83
P22-1070	SCHOLASTIC INC.	0005	Classroom Books	01-4210	553.16
P22-1071	SCHOLASTIC INC.	0005	Classroom Books	01-4210	93.62
P22-1072	SCHOLASTIC INC.	0005	Classroom Books	01-4210	379.45
P22-1073	Office Depot, LLC	0015	Toner for Selpa Classroom	01-4310	79.63
P22-1074	OFFICE DEPOT	0015	Toner and supplies for Sp Ed Office	01-4350	243.69
P22-1075	SCHOLASTIC INC.	0014	Scholastic Dual Book Order for Wild Rose	01-4210	1,804.79
P22-1076	SCHOLASTIC INC.	0005	Classroom Books	01-4210	989.56
P22-1077	SCHOLASTIC INC.	0005	Classroom Books	01-4210	494.88
P22-1078	Follett School Solutions	0007	Core Literature - 8th Grade Reading Books	01-4210	2,702.23
P22-1079	Follett School Solutions	0007	Reading Books for SF Students	01-4210	495.65
P22-1080	Arey Jones Educational	0040	Laptop for David Conway	01-4440	1,598.22
P22-1081	Food Exploration and Discovery	0003	Food Ed- Garden Program	01-4310	11,267.55
P22-1082	POCKET NURSE CORPORATE COMPLEX	0010	Medical Assisting Class Supplies	11-4310	378.57
P22-1083	Awards Unlimited, Inc.	0014	SWP 2-MHS Sports Medicine Student Supplies	01-4390	3,469.50
P22-1084	SCHOLASTIC INC.	0001	Arberry's classroom library	01-4210	505.96
P22-1085	SCHOLASTIC INC.	0001	Castro Classroom Library	01-4210	523.69
P22-1086	SCHOLASTIC, INC.	0001	Alstadt -Classroom Library	01-4210	381.47
P22-1087	SCHOLASTIC, INC.	0001	Classroom Library Book BR	01-4210	219.46
P22-1088	SCHOLASTIC, INC.	0001	Padilla Classroom Library	01-4210	399.37
P22-1089	B & H	0022	Replace broken Podmix in Boardroom	01-4390	305.39
P22-1090	ADORAMA	0022	Replace broken Podmix	01-4390	228.22
P22-1091	TEACHER CREATED MATERIALS DEPT AL9VRR	0003	Teacher Created Materials Order	01-4310	17,340.87
P22-1092	SCHOLASTIC INC.	0004	Scholastic Books for Classrooms	01-4210	30,229.39
P22-1093	Cognitive ToyBox, Inc.	0165	renewal for CTB	12-4440	5,166.50
P22-1094	Rancho Janitorial Supply	0047	Open PO MOT Supplies 2021-22	01-4380	5,000.00
P22-1095	Mechanics Trailer & Lift Gate Repairs, Inc	0050	New Lift Gate for Warehouse Box Truck	01-5630	6,556.90
P22-1096	TIME & ALARM SYSTEMS	0022	Repair Bradoaks PA System	01-5630	236.00
P22-1097	ACTION SALES INC	0052	Student Meals Serving Line for CL Cafeteria	13-6590	59,082.44
P22-1098	Rancho Janitorial Supply	0008	Hand Soap & Dispensers for MHS	01-4370	528.65
P22-1099	SCHOLASTIC INC.	0001	Macias Classroom Library	01-4210	564.40
P22-1100	LEARNING A-Z	0002	Reading A-Z Digital Subscription	01-5841	375.00
P22-1101	Aeries (Eagle) Software	0014	CALPADS BASICS - Year End Closing for Eva Kum	01-5220	100.00
P22-1102	CDW-G COMPUTER CTRS, INC.	0022	Student Chromebooks	01-4440	783,143.12
P22-1103	BOOKS A MILLION.COM	0001	Helen Lee classroom library	01-4210	433.64
P22-1104	SCHOLASTIC INC.	0001	Johnson Classroom Library	01-4210	763.93

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ESCAPE ONLINE

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

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1105	Speech Therapy Team PC	0015	Licensed Speech Language Pathologist Services	01-5850	78,280.00
P22-1106	B & H	0022	Santa Fe Camera	01-4390	147.74
P22-1107	SCHOOL SERVICES OF CALIFORNIA	0040	Training on new state software	01-5220	295.00
P22-1108	Leslie Jackson Green	0012	OPEN PO FOR CONSULTANT LESLIE LOCKHART	01-5850	48,428.00
P22-1109	FRONTLINE TECHNOLOGIES	0040	Training Absence Management Software	01-5220	790.00
P22-1110	APPLE COMPUTER, INC.	0014	CTE-MHS Graphic Design Student Supplies	01-4440	9,596.49
P22-1111	CDW-G COMPUTER CTRS, INC.	0010	Computer Monitors and Soundbars	11-4440	3,934.78
P22-1112	CDW-G COMPUTER CTRS, INC.	0022	Computer adapter bluethooth	01-4390	594.95
P22-1113	Lans Compressors, Inc	0010	Ceramics Equipment Maintenance	11-5630	767.63
P22-1114	AMAZON.COM	0010	Computer Supplies	11-4390	115.73
P22-1115	AMAZON.COM	0010	Light for ID Camera	11-4350	28.65
P22-1116	National Healthcare Assoc	0010	Pharm Tech Online Exams	11-5889	468.00
P22-1117	MONOPRICE.COM ATTN SHAUN BLATH ERWICK	0010	Computer Cables	11-4390	112.48
P22-1118	Lita Manookian	0015	Employee Mileage Reimbursement	01-5250	150.00
P22-1119	AMAZON.COM	0005	Instructional supplcs	01-4310	620.16
P22-1120	AMAZON.COM	0005	Instructional supplies	01-4310	37.46
P22-1121	HOSA Future Health Professiona ls	0014	SWP 2-MHS Sports Med HOSA Membership	01-5310	530.00
P22-1122	LISA DOLS	0004	Materials Purchased by Lisa Dols for the class	01-4310	601.41
P22-1123	LISA DOLS	0004	Reimbursement for Materials Rm.20	01-4310	48.59
P22-1124	Music and Arts	0028	Saxophones 21-22 Elementary Music	01-4410	6,698.79
P22-1125	Music and Arts	0028	Music Instrument Repair Parts 21-22 Santa Fe	01-4390	344.57
P22-1126	J & A Fence	0040	MHS Tennis Court Repair	01-5630	68,700.00
P22-1127	AMAZON.COM	0008	Sex Ed supplies	01-4310	100.20
P22-1128	J & J SPORTS & TROPHIES	0006	CL Staff Polo Shirts paid Donation Account	01-4390	556.76
P22-1129	CDW-G COMPUTER CTRS, INC.	0022	Management Cooling device needed for Servers	01-4390	738.54
P22-1130	DON PUNGPRECHAWAT	0022	02/2022 Mileage for Don	01-5250	33.93
P22-1131	APPLE COMPUTER, INC.	0015	Assistive Technology for Sp Ed Students	01-4440	6,036.08
P22-1132	NJA Therapy Services Inc	0015	OT Services for Sp Ed Student	01-5850	7,500.00
P22-1133	AMAZON.COM	0015	Assistive Technology supplies for Sp Ed student	01-4310	70.64
P22-1134	CPI	0015	CPI Training Course	01-5220	209.36
P22-1135	CPI	0015	CPI Training Booklets	01-4390	716.35
P22-1136	AMAZON.COM	0015	Assistive Technology supplies for Sp Ed student	01-4310	27.55

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ESCAPE ONLINE

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

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P22-1137	LEROY HAYNES CENTER	0015	Academic Support Services for Sp Ed Student	01-5810	5,950.00	
P22-1138	Hand2Mind, Inc	0003	Hand2Mind Order	01-4310	21,953.53	
P22-1139	Amanda Noriega	0003	Reimbursement for School Supplies	01-4390	167.54	
P22-1140	Amanda Noriega	0003	Buttons For Student Awards	01-4390	293.54	
P22-1141	CHEF'S TOYS	0052	Vulcan Oven for Mayflower Cafeteria	13-6590	8,707.17	
P22-1142	CHEF'S TOYS	0052	Vulcan Oven for Plymouth Caferia	13-6590	8,707.17	
P22-1143	DEMCO	0009	Barcode Labels for textbooks	01-4390	114.01	
P22-1144	BEARCOM	0008	Safety Communication Plan Additional Radios MHS	01-4390	13,691.62	
P22-1145	TOM MCFADDEN	0165	replenish petty cash	12-4310	268.30	
P22-1146	REVOLVING CASH FUND - BRAD.	0001	Petty Cash Receipts	01-4390	293.60	
P22-1147	Team Outfitters	0014	Team Outfitters - Tshirts for Jennifer Maljian	01-4310	359.42	
P22-1148	Follett Content Solutions, LLC	0014	Book Order for Santa Fe - Paula	01-4210	2,498.41	
P22-1149	STAPLES BUSINESS ADVANTAGE	0005	Instructional supplcs	01-4310	45.15	
P22-1150	AMAZON.COM	0005	Janitorial Trash Can Caddy Bag	01-4370	70.45	
P22-1151	Music and Arts	0028	Snare Kits & Books Elementary Music 21-22	01-4310	1,131.17	
P22-1152	Calistra C. Pastrano	0049	School Bus Driver Training 2022	01-5890	1,500.00	
P22-1153	China Sprout	0014	Book Order for Santa Fe - Paula	01-4210	121.56	
P22-1154	CM SCHOOL SUPPLY	0002	Books	01-4210	766.06	
P22-1155	SCHOLASTIC, INC.	0002	Instructional Materials	01-4310	19,364.38	
P22-1156	SCHOLASTIC INC.	0004	Guided Reading Assessments	01-4210	4,145.95	
P22-1157	FOLLETT LIBRARY BOOK CO.	0002	Books	01-4210	1,564.67	
P22-1158	SCHOLASTIC, INC.	0001	Levengood Classroom Library	01-4210	384.84	
P22-1159	REALLY GOOD STUFF	0002	Instructional Materials	01-4310	336.19	
P22-1160	ALOHA EVENT SERVICES	0008	Table Rental for SBAC Testing MHS	01-5610	821.00	
P22-1161	ALOHA EVENT SERVICES	0008	Table Rental for AP Testing MHS	01-5610	1,048.00	
Total Number of POs				131	Total	1,392,207.20

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	108	1,224,632.32
11	Adult Education Fund	11	11,212.14
12	Child Development Fund	4	5,965.96
13	Cafeteria Fund	5	146,496.78
63	Enterprise Fund	3	3,900.00
		Total	1,392,207.20

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ESCAPE ONLINE

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

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0021	1,800.00	12-4310	Child Development Fund/Materials and Supplies	1,000.00
P22-0030	8,000.00	11-4350	Adult Education Fund/Office Supplies	5,000.00-
P22-0058	6,000.00	01-4380	General Fund/Maintenance Supplies	5,000.00-
P22-0074	30,000.00	01-4380	General Fund/Maintenance Supplies	15,000.00-
P22-0079	15,000.00	01-4360	General Fund/Vehicle Supplies/Parts	10,000.00-
P22-0105	6,000.00	01-4380	General Fund/Maintenance Supplies	4,000.00-
P22-0121	6,000.00	01-4310	General Fund/Materials and Supplies	3,000.00
P22-0473	6,000.00	01-4210	General Fund/Books & Oth Reference Material	3,000.00
P22-0653	50,000.00	01-5850	General Fund/Const/Ind Contractors(NonEmp)	20,000.00-
P22-0877	11,198.32	11-4310	Adult Education Fund/Materials and Supplies	234.41
P22-0932	3,589.46	01-4310	General Fund/Materials and Supplies	298.50
Total PO Changes				51,467.09-

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ESCAPE ONLINE

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**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL
April 13, 2022**

ACCOUNTS PAYABLE:

DATE ISSUED March 10, 2022 through March 29, 2022

Batch Numbers:	0392-0405	\$	589,856.07
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TOTAL DISTRICT ACCOUNTS:	<u>\$ 589,856.07</u>
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Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

4. 21/22-2119 - DISTRICT CASH RECEIPTS

RECOMMENDATION

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

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 reports #34-#35 is attached.

ATTACHMENTS

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

DEPOSIT REPORT

3/21/2022

DEP #34

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6010040	\$ 10.00	Leases & Rentals
01.0-00000.0-00000-00000-8699-0000000	2,557.72	Other Local Income
01.0-00000.0-00000-82000-8650-6010040	725.00	Leases & Rentals/Utilities
01.0-56400.0-00000-00000-8290-0000000	732.52	Medi-Cal
01.0-90210.0-00000-00000-8650-3060000	144.50	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,300.50	Leases & Rentals
01.0-90609.0-00000-00000-8699-2020000	41,743.65	Cotsen Grant
01.0-90609.0-00000-00000-8699-2040000	2,150.00	Cotsen Grant
Subtotal	<u>49,363.89</u>	General Fund
11.0-63910.0-00000-00000-8590-0000000	117,721.08	Adult Education Block Grant
Subtotal	<u>117,721.08</u>	Adult Education Fund
12.0-61050.0-00000-00000-8590-0000000	137,271.00	CSP
Subtotal	<u>137,271.00</u>	Child Development Fund
13.0-53100.0-00000-37000-4710-6010052	2.14	Abate/Reimb./Food
Subtotal	<u>2.14</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	2,497.92	Developer Fees
Subtotal	<u>2,497.92</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9570-0000000	16,703.90	Retirees Health Insurance
Subtotal	<u>16,703.90</u>	Payroll Clearance Fund
Total	<u>\$ 323,559.93</u>	

DEPOSIT REPORT

3/28/2022

DEP #35

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 1,717.10	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	415.29	Abate/Reimbursement/H&W
01.0-00000.0-00000-82000-8650-6000028	1,261.87	LKT PAC Rental/HVAC
01.0-56400.0-00000-00000-8290-0000000	46.22	Medi-Cal
01.0-90109.0-00000-00000-8699-2040000	500.00	Donations
01.0-90121.0-00000-00000-8699-0000000	12.00	Music Program
01.0-90124.0-00000-00000-8699-2050000	1,252.00	Donations/WR
01.0-90221.0-00000-82100-8650-4080000	1,576.36	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	1,576.36	LKT PAC Rental/MHS
Subtotal	<u>8,357.20</u>	General Fund
12.0-90503.0-00000-00000-8673-1650000	1,099.34	Tuition Based Preschool
Subtotal	<u>1,099.34</u>	Child Development Fund
13.0-53100.0-00000-37000-8520-0000000	23,741.89	State Reimbursement/SNP
Subtotal	<u>23,741.89</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	5,155.68	Developer Fees
Subtotal	<u>5,155.68</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8639-0000000	1,485.00	LKT PAC Sales
63.0-90221.0-00000-00000-8650-6000028	28,374.40	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	30,873.00	LKT PAC Rental/Labor
Subtotal	<u>60,732.40</u>	Enterprise Fund
76.0-00000.0-00000-00000-9570-0000000	141.09	Retirees Health Insurance
Subtotal	<u>141.09</u>	Payroll Clearance Fund
Total	<u>\$ 99,227.60</u>	

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

5. 21/22-2120 - 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 2120\(b\) Budgetary Transfers 4-13-22.pdf](#)

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

Board Report:
Budget Revision

Board Meeting Date:
4/13/2022

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED FEDERAL RESOURCES			
# 33050.0 - ARP LOCAL ASSIST			
Certificated Salaries	\$38,935.00		
Classified Salaries	\$75,000.00		
Employees' Benefits	\$61,445.00		
Other Outgo	<u>\$12,768.00</u>	\$188,148.00	Budget Allocation
# 33080.0 - ARP FEDERAL PRESCHOOL			
Books and Supplies	\$3,857.00		
Services/Other Operations	\$10,000.00		
Other Outgo	<u>\$1,009.00</u>	\$14,866.00	Budget Allocation
# 33100.0 - IDEA LOCAL ASSIST			
Certificated Salaries	\$30,000.00		
Classified Salaries	\$24,135.00		
Employees' Benefits	\$32,600.00		
Other Outgo	<u>\$6,314.00</u>	\$93,049.00	Budget Allocation
# 33150.0 - IDEA PRESCHOOL			
Books and Supplies	<u>(\$2,863.00)</u>	(\$2,863.00)	Budget Allocation
# 33270.0 - FEDERAL MENTAL HEALTH			
Services/Other Operations	<u>\$332.00</u>	\$332.00	Budget Allocation
# 33450.0 - PRESCH STAFF DEVT			
Services/Other Operations	<u>\$9.00</u>	<u>\$9.00</u>	Budget Allocation
Total Restricted Federal Resources	<u>\$293,541.00</u>	<u>\$293,541.00</u>	
TOTAL BUDGET REVISION	<u><u>\$293,541.00</u></u>	<u><u>\$293,541.00</u></u>	

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

Board Report:
Budget Revision

Board Meeting Date:
4/13/2022

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
Books and Supplies Other Outgo	\$6,314.00		
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
MAYFLOWER			
Books and Supplies	\$11,292.00	\$11,292.00	Budget Allocation
WAREHOUSE			
Books and Supplies	\$546.00	\$546.00	Budget Allocation
# 90124.0 - DONATIONS - ARTS PROGRAM			
Books and Supplies	\$3,293.00	\$3,293.00	Budget Allocation
# 90210.0.0 - USE OF FACILITIES			
PLYMOUTH			
Books and Supplies	\$10.00	\$10.00	Budget Allocation
CLIFTON			
Books and Supplies	\$272.00	\$272.00	Budget Allocation
SANTA FE			
Books and Supplies	\$81.00	\$81.00	Budget Allocation
MHS			
Books and Supplies	\$294.00	\$294.00	Budget Allocation
DISTRICT			
Books and Supplies	\$5,917.00	\$5,917.00	Budget Allocation
# 90303.0 - STUDENT TRANSCRIPT FEES			
MHS			
Books and Supplies	\$850.00	\$850.00	FY 2020-21 Carryover
# 90304.0 - STUDENT TESTING FEES			
MHS			
Books and Supplies	\$35,000.00	\$35,000.00	Budget Allocation
# 90305.0 - STUDENT FEE COLLECTION			
MHS			
LIBRARY			
Books and Supplies	\$35.00	\$35.00	Budget Allocation
CERAMICS			
Books and Supplies	\$620.00	\$620.00	Budget Allocation
Books and Supplies	\$9,374.00	\$9,374.00	FY 2020-21 Carryover
Total Restricted Local Resources	<u>\$67,584.00</u>	<u>\$67,584.00</u>	
TOTAL BUDGET REVISION	<u><u>\$98,033.00</u></u>	<u><u>\$98,033.00</u></u>	

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

6. 21/22-2122- PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

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

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

Government Code 53060 and Board Policy 3600.

Additional Information:

The professional services agreement report is attached.

ATTACHMENTS

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

Monrovia Unified School District
Professional Service Agreements #13

Agenda Item # 21/22-2122
April 13, 2022

Name/Company	Services	Amount	Site	Effective Dates	Funding
Grand Canyon University	To provide restorative practices training to MUSD administration	\$6,500	Educational Services	April 28-29, 2022	Supplemental & Concentration

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

7. 21/22-3097 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #16.

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

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

Additional Information:

A copy of the report is attached.

ATTACHMENTS

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

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #16

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Andrea	Bogue Archibald	Daily Substitute	Employ, as needed	3/31/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
2 #	Jonathan	Davenport	Daily Substitute	Employ, as needed	3/17/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
3 #	Donald	Jenkins	Daily Substitute	Employ, as needed	3/15/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
4 #	Lori	Keller	Daily Substitute	Employ, as needed	3/31/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
5 #	Robert	Orozco	Daily Substitute	Employ, as needed	3/29/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
6 #	Harry	Terrill	Daily Substitute	Employ, as needed	4/1/22-6/30/22	Adult Education	NTE 24 hrs/wk	G-00000.0	000035	\$43.23/hr	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
7 #	Maria	Akl	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
8 #	Amanda	Alfieri	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Clifton	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
9 #	Mitzi	Avila	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
10 #	Karla	Becerra	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
11 #	Xia	Boyle	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
12 #	Ashley	Carroll	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
13 #	Steve	Cook	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
14 #	Jeffrey	Crowell	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
15 #	Carlos	Cuellar Chacon	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	MHS	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
16 #	Kelly	Curtis	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
17 #	Kelly	Curtis	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Plymouth	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
18 #	Peter	Davis	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	MHS	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
19 #	Lisa	Dols	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
20 #	Teri	Espinosa	Teacher	Before/after school intervention tutoring	2/21/22-6/8/22	Wild Rose	NTE 20 hrs	C-30100.0	002255	\$32.00/hr	100%
21 #	Tanya	Eveleth	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
22 #	Karla	Galindo	Teacher	Curriculum Dev for Summer Spanish Dual Immersion	3/1/22-6/30/22	Monroe	NTE 10 hrs	C-30100.0	002926	\$27.00/hr	100%
23 #	Nelson	Grant	CTE Teacher	BMD Certified Trainer Program	3/23/22-4/12/22	MHS	NTE 12 hrs	C-63870.1	004115	\$27.00/hr	100%
24 #	Rebecca	Hare	Substitute Teacher	Professional Development	3/4/22	MHS	As needed	C-32120.0	004071	\$27.00/hr	100%
25 #	Andres	Hernandez	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Mayflower	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
26 #	Katrina	Ho	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
27 #	Rebecca	Hsu	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
28 #	Shannon	Hsu	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
29 #	Eric	Johnson	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Santa Fe	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
30 #	Stacy	King	TOSA-Instructional Coach	Curriculum Development for Summer Camp Read A Lot	3/1/22-6/30/22	Mayflower	NTE 10 hrs	C-30100.0	002926	\$27.00/hr	100%
31 #	Paula	Langdale	Teacher	Before/after school intervention tutoring	2/21/22-6/8/22	Wild Rose	NTE 20 hrs	C-30100.0	002255	\$32.00/hr	100%
32 #	Maria	Lomelin	Teacher	Before/after school intervention tutoring	2/21/22-6/8/22	Wild Rose	NTE 20 hrs	C-30100.0	002255	\$32.00/hr	100%
33 #	Caitlin	MacDonald	Teacher	Curriculum Development for Summer Camp Read A Lot	3/1/22-6/30/22	Mayflower	NTE 10 hrs	C-30100.0	002926	\$27.00/hr	100%
34 #	Caitlin	MacDonald	Teacher	Teacher Mentoring/Coaching	4/1/22-5/31/22	Mayflower	NTE 20 hrs	C-30100.0	004113	\$27.00/hr	100%
35 #	Jennifer	Maljian	TOSA-Instructional Coach	Curriculum Development for Summer ELD	3/1/22-6/30/22	Santa Fe	NTE 10 hrs	C-32160.0	004114	\$27.00/hr	100%
36 #	Jennifer	Maljian	Instructional Coach	21st Century Classroom Professional Development	4/1/22-6/30/22	Educ Services	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
37 #	Jennifer	Mata	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
38 #	Cecile	Melanson	Teacher	Saturday School Hours	3/26/22-6/8/22	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
39 #	Alison	Meloserdoff	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Wild Rose	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
40 #	Chad	Miller	Instructional Coach	21st Century Classroom Professional Development	4/1/22-6/30/22	Educ Services	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
41 #	Jenny	Miura	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
42 #	Rochelle	Munoz	TOSA-Instructional Coach	Curriculum Development for Summer Camp Infinity	3/1/22-6/30/22	Santa Fe	NTE 10 hrs	C-32160.0	004114	\$27.00/hr	100%
43 #	Sharon	Naugle	Teacher	Curriculum Development for Summer Jr Camp Read A Lot	3/1/22-6/30/22	Mayflower	NTE 10 hrs	C-30100.0	002926	\$27.00/hr	100%
44 #	Jessica	Notchick	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
45 #	Sheena	Rehaume	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
46 #	Traci	Robinson	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
47 #	Tamara	Sharova	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
48 #	Carol	Sieh	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
49 #	Wendy	Stewart	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
50 #	Jennifer	Tubbs	Teacher	Before/after school intervention tutoring	2/21/22-6/8/22	Wild Rose	NTE 20 hrs	C-30100.0	002255	\$32.00/hr	100%
51 #	Jennifer	Tubbs	Teacher	21st Century Classroom Professional Development	4/1/22-6/30/22	Wild Rose	NTE 15 hrs	C-07102.0	004117	\$27.00/hr	100%
52 #	Shannon	Varnier	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%
52 #	Dana	Williams	Teacher	Family Workshop	2/1/22-4/30/22	Plymouth	NTE 3 hrs	C-30100.0	001519	\$32.00/hr	100%

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
None.					

D. Terminations

First Name	Last Name	Classification	Action	Effective	Site
None.					

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
53	Carolyn	Badalian	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
54 #	Bethany	Burch-Delisi	Teacher	Approve stipend Renaissance Coordinator	4/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$300 Stipend	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
55	Bethany	Burch-Delisi	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
56	Ann	Casey	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
57	Viviana	Cervantes	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
58	Viviana	Cervantes	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
59	Elizabeth	Garcia	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
60	Alicia	Glass	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
61	Leticia	Guerrero	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
62 #	Andres	Hernandez	Teacher	Approve stipend GATE Coordinator	4/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$300 Stipend	100%
63	Andres	Hernandez	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
64	Andres	Hernandez	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
65	Tina	Hernandez	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
66	Ronelle	Iniego	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
67	Marina	Kagel-Dowling	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
68	Kathleen	Kennedy	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
69	Kathleen	Kennedy	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
70 #	Caitlin	MacDonald	Teacher	Approve stipend Admin Designee	3/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$300 Stipend	100%
71	Caitlin	MacDonald	Teacher	Approve stipend PBIS	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
72	Kyle	McClure	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
73	Jennifer	Pratt	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
74 #	Eileen	Purtell	Teacher	Approve stipend Admin Designee	3/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$400 Stipend	100%
75 #	Eileen	Purtell	Teacher	Approve stipend EL Coordinator	4/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$300 Stipend	100%
76	Eileen	Purtell	Teacher	Approve stipend Testing Coordinator	5/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$275 Stipend	100%
77	Eileen	Purtell	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
78	Raylynn	Roland	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
79	Mackenzie	Salsman	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
80	Jackie	Sanchez	Teacher	Approve stipend Instructional Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%
81	Rebecca	Shaver	Teacher	Approve stipend General Leadership Team	6/1/22-6/8/22	Mayflower		C-00701.0	001193	NTE \$100 Stipend	100%

E. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
82 #	Mongsi	Chen	Volunteer I	Approve	3/24/22-6/30/22	PL
83 #	Carolina	Espinoza	Volunteer I	Approve	3/14/22-6/30/22	PL
84 #	Andreina	Garcia	Volunteer II	Approve	3/21/22-6/30/22	MO

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #16

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	# Michael	Armas	Custodian Extra Hours	Warehouse	Employ: To move equipment at Santa Fe for the Career Technical Education (CTE) program.	\$19.10/hr.	20	3	NTE: 3 hours total.	3/4/2022	004110	C	74220.0 100%
2	# Sophia	De La Pena	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	3/2/22-6/30/22	002441	C	34100.0 100%
3	# Diane	Henriks Hernandez	Instructional Aide - Special Education Extra Hours	Santa Fe	Employ: CPI training.	\$20.56/hr.	17	6	NTE: 3 hours total.	3/4/2022	003634	C	65000.0 100%
4	# Mariana	Martinez	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	3/2/22-6/30/22	002441	C	34100.0 100%
5	# Christopher	Malone	Campus Security Officer Extra Hours	MHS	Employ: To provide security at Board meeting.	\$24.46/hr.	24	6	NTE: 2.5 hours total.	2/23/2022	004080	C	74220.0 100%
6	# Christopher	Malone	Warehouse Operator/Delivery Driver Extra Hours	Warehouse	Employ: To move equipment at Santa Fe for the Career Technical Education (CTE) program.	\$23.87/hr.	23	6	NTE: 3 hours total.	3/4/2022	004110	C	74220.0 100%
7	# Matthew	McGraw	Warehouse Operator/Delivery Driver Extra Hours	Warehouse	Employ: To move equipment at Santa Fe for the Career Technical Education (CTE) program.	\$18.60/hr.	23	1	NTE: 3 hours total.	3/4/2022	004110	C	74220.0 100%
8	# Obdulia	Moreno	Personnel Specialist Extra Hours	Human Resources	Employ: Chamber of Commerce job fair.	\$25.69/hr.	28	5	NTE: 5 hours total.	3/10/22-3/11/22	002650	G	00000.0 100%
9	# Natalie	Ridley	Instructional Aide - Special Education Extra Hours	Santa Fe	Employ: CPI training.	\$20.56/hr.	17	6	NTE: 5.25 hours total.	3/4/2022	003634	C	65000.0 100%
10	# Melissa	Santilli	Occupational Therapist Extra Hours	District-wide	Employ: CPI training.	\$53.89/hr.	56	6	NTE: 6 hours total.	3/4/2022	003634	C	65000.0 100%
11	# Akil	Smith	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	3/2/22-6/30/22	002441	C	34100.0 100%
12	# Kim	Wilson-Petulla	Instructional Aide - Special Education Extra Hours	Clifton	Employ: CPI training.	\$20.56/hr.	17	6	NTE: 3 hours total.	3/4/2022	003634	C	65000.0 100%

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
13 #	Pamela	Wylie	Instructional Aide - Special Education Extra Hours	Clifton	Employ: CPI training.	\$20.56/hr.	17	6	NTE: 5.5 hours total.	3/4/2022	003634 C	65000.0	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
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None

E. Changes of Status

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

F. Other

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

Ratification
 * Correction
 G General Fund
 C Categorical Fund

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

8. 21/22-5083- RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

RECOMMENDATION

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

Rationale:

At the March 23rd Board of Education meeting, the Board recognized the continued state of emergency in California and voted unanimously to continue teleconferenced meetings for a period of thirty (30) days via Resolution #2122-18. Per AB 361, Governing Boards must consider the state of emergency every thirty (30) days, and determine whether or not there is a continued need to meet virtually. Approval of this resolution affirms these findings and authorizes teleconferenced meetings of the Board until May 13, 2022.

Background:

In response to the novel coronavirus ("COVID-19") pandemic, Governor Newsom adopted a series of Executive Orders allowing legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act ("Brown Act") were followed. On March 4, 2020, Governor Newsom declared a statewide emergency arising from the COVID-19 pandemic in the state of California. On September 16, 2021, Governor Newsom signed AB 361 into law, which immediately amended the Brown Act allowing Governing Boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the Board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency.

Budget Implication (\$ Amount):

There are no budget implications associated with this resolution.

Additional Information:

The proposed resolution is attached.

ATTACHMENTS

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

**MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-20
RESOLUTION RECOGNIZING A CONTINUED STATE OF EMERGENCY AND
REAUTHORIZING TELECONFERENCE MEETINGS PURSUANT TO AB 361**

WHEREAS, in response to the novel coronavirus (“COVID-19”) pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act (“Brown Act”) were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and

WHEREAS, AB 361 requires governing boards to make findings every 30 days from the first meeting held pursuant to the statute, that the board has considered the circumstances of the State of Emergency and that either the State of Emergency continues to directly impact the ability of the members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing; and

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Governing Board of the Monrovia Unified School District recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the Governing Board has reconsidered the circumstances of the State of Emergency and finds that COVID-19 continues to pose an imminent threat to the health and safety of the community and directly impacts the ability of the members to meet safely in person.

BE IT FURTHER RESOLVED, that the Governing Board has reconsidered the circumstances of the State of Emergency and finds that state or local officials continue to impose or recommend measures to promote social distancing.

BE IT FURTHER RESOLVED, the Governing Board of the Monrovia Unified School District reauthorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e) (3).

Signed and adopted this 13th day of April, 2022.

Selene Lockerbie, President

Traci Gholar, Vice-President

Jennifer Anderson, Clerk

Rob Hammond, Board Member

Maritza Travanti, Board Member

Ryan D. Smith, Superintendent

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member
Anderson __,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The purpose of this facility use agreement is for the RR/CC to use the cafeteria at Monrovia High School for the June 7, 2022, Statewide Direct Primary Election. During the public voting period, RR/CC staff will be granted access to the MHS Cafeteria on the following dates and times: - Equipment Delivery & Set-Up (exclusive access begins): June 2, 2022; 8:00 am to 8:00 pm - Election Worker Preparation Day: June 3, 2022; 12:00 pm to 5:00 pm - Early Voting Period: June 4-June 6, 2022; 9:00 am to 8:00 pm - Election Day: June 7, 2022; 6:00 am to 9:00 pm - Vote Center Breakdown & Equipment Pick-Up (exclusive access ends): June 8, 2022; 8:00 am to 8:00 pm

Background:

The L.A. County RR/CC has utilized various District facilities in previous elections. Approval of this agreement will continue this practice.

Budget Implication (\$ Amount):

There will be no facility use charges. RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred.

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 Facility Use Agreement and Vote Center Election Plan are attached.

ATTACHMENTS

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



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by **Monrovia Unified School District** ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the designated facility space specified below:

**Monrovia High School - 18427
Cafeteria
845 W Colorado Blvd
Monrovia, CA 91016**

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **13th day of April 2022** upon the execution hereof by the Parties and shall expire on June 8, 2022, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the access schedule unless otherwise stated in the Vote Center Election Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from all tables, chairs and other equipment prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is Esther Garay, (626) 471-2052 and egaray@monroviashools.net.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (877) 728-0235, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Host, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Host, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.


Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

Monrovia Unified School District



03/24/2022

Signature and Date

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Ryan D. Smith, Superintendent
Printed Name and Title



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER ELECTION PLAN June 7, 2022 Statewide Direct Primary Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the June 7, 2022 Statewide Direct Primary Election by **Monrovia Unified School District** ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the facility space specified below:

**Monrovia High School - 18427
Cafeteria
845 W Colorado Blvd
Monrovia, CA 91016**

Contact List -Host

Primary Contact Name	Esther Garay	Phone #	(626) 471-2052
Email Address	egaray@monroviaschools.net	Alternate Phone #	
On-Site Access Contact Name	Esther (Principal's office)	Phone #	(626) 471-2881
Email Address	enuno@monroviaschools.net	Alternate Phone #	
Custodial Service Contact Name	Mauro De La Torre	Phone #	(626) 255-3632
Email Address		Alternate Phone #	
IT Contact Name	Charles Poovakan	Phone #	(626) 926-6816
Email Address	cpoovakan@monroviaschools.net	Alternate Phone #	
After Hours/Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List -RR/CC

Primary Contact Name	La Trice Allen-Tropez	Phone #	(909) 739-3134
Email Address	LALLEN-TROPEZ@RRCC.LACOUNTY.GOV	Alternate Phone #	(562) 347-2447

IT Contact Name	Shannon Gadson	Phone #	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	Phone #	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	June 02, 2022; 8:00AM to 8:00PM
Election Worker Pre-check Day	June 3, 2022; 12:00PM to 5:00PM
Early Voting Period	June 4-June 6, 2022; 9:00AM to 8:00PM
Election Day	June 7, 2022; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	June 08, 2022; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours is from 10:00AM to 7:00PM during Early Voting and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

Health and Safety Plan

The Safe Election Plan (Attachment A) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period and through the breakdown of the vote center. COVID-19 Responsibilities (Attachment B) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard the health of voters, election workers, and facility staff/users.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas.

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

- On-site staff will open and lock the facility on days noted in the Access Schedule.
- Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area.
- Parking permits will be provided to RR/CC staff.

Items Provided by Host

Host agrees to provide the following items by the start date of the Access Schedule:

Item	Quantity
tables (6ft rectangular)	8
adult-size chairs	16

The number of tables and chairs will be finalized closer to the election once allocation is finalized.

Internet Connection

Host agrees to provide hardwire connection at the start of the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.

Initial here: _____

Host will not provide hardwire connection at the start of the Access Schedule.

Initial here: _____

Facility Use Payment (check one):

For private buildings: Host agrees to waive any payment for use of the facility.

Initial here: _____

For public buildings: Host agrees to waive any payment for use of the facility pursuant to California Elections Code.

RR/CC agrees to pay Host for use of the facility in the amount of \$45.00/HR. This payment covers all associated costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items used during the Access Schedule, etc. Private facilities must provide their W-9 to RR/CC before payment is processed.

Payee Name:	Monrovia Unified School District/Attn: Business Services
Payee Mailing Address:	325 E. Huntington Drive, Monrovia CA 91016
Taxpayer Identification Number (TIN) or Employer Identification Number (EIN)	95-6006592

Other Costs

Applicable to public buildings only, RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC after the election showing the breakdown of costs.

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs.

Electronic Signatures

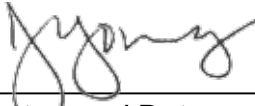
The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

**Los Angeles County
Registrar-Recorder/County Clerk**

Monrovia Unified School District


 _____ 03/16/2022
 Signature and Date

 Signature and Date

Jaime Young, Assistant Division Manager
 Printed Name and Title

Ryan D. Smith, Superintendent
 Printed Name and Title

ATTACHMENT B

COVID-19 RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Disinfecting the chairs and tables found inside the voting space.
- Wiping high touch areas inside the voting room such as door handles, light switches, counter tops, etc.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms
- Wiping high touch surfaces outside of the voting space including but not limited to exterior door handles, water/drinking fountain, elevator buttons, etc.
- Cleaning the path of travel from the parking lot to the entrance of the vote center
- Providing extra trash receptacles at the stop station, vote center exit and for election workers
- Daily/frequent trash pick-up
- Assistance with identifying a space outside of the vote center for curbside voting
- Provide additional signage, if needed, to direct voters to the vote center.

Additional considerations:

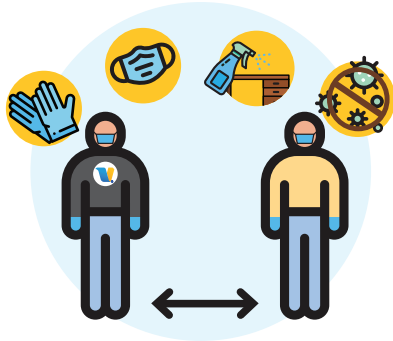
- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.
- Where possible, any lines should be maintained outdoors. Where not feasible, lines will be socially distanced.
- Floor markings will be used to assist voters with social distancing inside the vote center and where lines are present.
- Signs will be posted inside and outside the vote center to assist voters with COVID-19 protocols.



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

SAFE ELECTION PLAN

The Los Angeles County “Safe Election Plan” aligns with California’s “Election Administration Guidance under COVID-19.” Each was developed in consultation with relevant health authorities using the best public health information available, including guidance provided by the U.S. Centers for Disease Control and Prevention (CDC) and California public health officials.



The Los Angeles Registrar-Recorder/County Clerk (RR/CC) will:

- Develop a voting location-specific protection plan.
- Train workers on measures to limit the spread of COVID-19, including screening themselves for symptoms and staying home when necessary.
- Establish prevention and self-screenings measures for workers.
- Establish and communicate physical distancing guidelines.
- Implement hand-washing, mask and disinfection protocols.

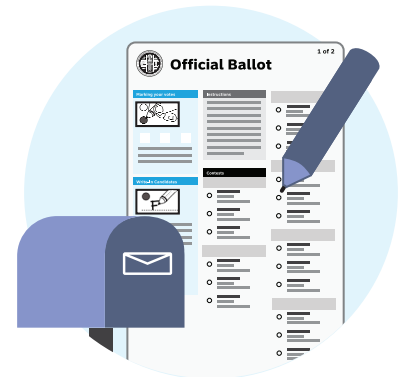
FOR VOTERS

All registered voters will be mailed a Vote by Mail ballot.

L.A. County will encourage voters to stay home and vote using their mail-in ballot. However, for some individuals it will still be preferable to vote in person. Wherever in-person voting is offered, we will follow the State and County’s public health and safety guidance to provide a safe voting environment.

COVID-19 Information for Voting In-Person:

- Voters must wear a mask in the Vote Center.
- Masks and gloves will be available for voters if requested.
- Hand sanitizer will be provided upon entry and exit of the Vote Center. Hand sanitizer will also be available at key stations during the voting process.
- Social distancing will be encouraged while waiting in line and throughout the check-in and voting process.
- ePollbooks and Ballot Marking devices will be sanitized after every voter.
- Voters will be encouraged to take measures to speed up their election process to limit their time in the Vote Center. This includes verifying voter registration in advance, using the Interactive Sample Ballot (ISB) to pre-mark selections, and bringing their Sample Ballot to speed up the voter check-in.
- Voters will be encouraged to take advantage of early voting and vote at off-peak times if possible.
- Curbside voting will continue to be available for voters who are unable to enter the Vote Center.



***Vote Safely
at Home,
Make Your
Voice Heard!***

SAFE ELECTION PLAN

FOR ELECTION WORKERS

Election Workers will be trained to implement the following guidelines:

- Follow prevention measures while at home to help limit the spread of COVID-19.
- Do not come to the Vote Center if diagnosed with COVID-19, symptomatic, or subject to a quarantine or isolation order.
- Confirmation of self-screening as part of daily worker sign-in.
- Wash hands frequently or use hand sanitizer where soap and water are unavailable.
- Election workers must wear a high quality mask such as a medical grade mask, surgical mask, or n95/kn95 mask. The sole use of a cloth mask is not allowed for workers.
- Establish non-contact norms so workers avoid greeting co-workers and voters with physical contact: "Distancing starts at hello."
- Frequently sanitize work items and commonly used surfaces.
- Sanitize ePollbooks and Ballot Marking Devices before start of day, after each voter, on an hourly schedule, and at closing time.
- Minimize the handling of shared objects.
- Limit nonessential visitors to the Vote Center.
- Take special care to disinfect equipment before use by voters with disabilities because they may interact with the equipment in different ways, and some may have unique health vulnerabilities. Accessibility controls for voting equipment will be cleaned before and after each use.
- Single-use disposable ear covers for device headphones will be provided and replaced after each use.

VOTE CENTER LAYOUT

- A custom Vote Center layout will be created for each location that ensures appropriate physical distance throughout the Vote Center to the extent possible.
- One-directional foot traffic.
- Separate routes for entry and exit where possible.
- Doors propped open.
- Windows will be opened to increase air circulation where possible.
- Check-in stations and Ballot Marking Devices will be placed to create physical distance.
- Each vote center will have a stop station at the entrance where voters will be provided with hand sanitizer. Masks and gloves will be available for voters if needed. An election worker will be stationed here to remind voters of special precautions.
- If weather permits, the number of voters in the facility will be limited by moving lines outdoors.

SIGNAGE

- Signage to remind voters, observers and workers of physical distancing, masks, and updated foot traffic patterns.
- Clear signage to indicate appropriate distances.
- Posted at entrances and highly visible locations.
- Visual cues (e.g., floor markings, colored tape, or signs) will be deployed to remind workers and voters of appropriate distancing.

MEDIA, SOCIAL MEDIA AND DIRECT COMMUNICATION

The County's media campaign will include the following components:

- Voting by mail is a safe choice to avoid exposure to COVID-19 while voting.
- There are alternatives to provide a ballot replacement or to help you cast a ballot without entering a voting site including procedures for requesting a replacement, drop boxes and curbside voting.
- If you must enter a voting location, please:
 - Wear a mask.
 - Maintain appropriate physical distance from people not from your household.
 - Use hand sanitizer before approaching the check-in station and after voting.
 - Follow any additional guidance provided at the voting location.

This plan was developed in conjunction with guidance and recommendations from the Department of Public Health. Therefore, this plan will be modified as necessary to stay in line with current Public Health guidance.

rev 013122

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Motion by _____, 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 purchase food items from SYSCO Foods to provide healthy meals to MUSD students for the remainder of the 2021-22 school year.

Background:

Monrovia Unified School District's current frozen foods, produce, bread, and paper products vendors continue to encounter challenges fulfilling the work outlined in their 2021-2022 school year agreement. The District's food and paper product vendors are experiencing unprecedented supply chain interruptions and shortages which negatively impact our menu integrity and the Food Service staff's ability to consistently provide nutritious and Healthy, Hunger-Free Kids Act of 2010 (HHFKA-2010) compliant meals to our students. SYSCO Foods was a District approved frozen food supplier approximately 10 years ago, but the agreement was mutually terminated when SYSCO instituted per order minimums. SYSCO Foods no longer requires minimum orders and vows to provide seamless grocery servicing as K-12 schools are experiencing supply chain challenges due to the COVID-19 pandemic. SYSCO provides great customer service; and will supplement the District's current food supply vendor with high-quality products at comparable prices.

Budget Implication (\$ Amount):

The total anticipated costs for this contract is \$25,000 to be paid from the Food Services budget for the remainder of the 2021-22 school year.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

ATTACHMENTS

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



Ventura Site
Los Angeles Region
 3100 Sturgis Road
 Oxnard, CA 93030
 T 805.205.7000
 F 805.205.7012

March 17, 2022

Mr. Kenneth Singleton
 Director of Food Services
 Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, CA 91016

Mr. Singleton,

Sysco Los Angeles Region agrees to allow Monrovia Unified School District to piggyback onto the Moorpark Unified School District RFP 21-03-29-1 Frozen Entree, Sides, Dry Goods, and Desserts 2021-2022 School Year bid.

As part of this piggyback agreement, Sysco Los Angeles Region will deliver one (1) day per week to the below listed three (3) locations.

*Monrovia USO Administration Bldg. Warehouse
 325 East Huntington Drive
 Monrovia, CA 91786
 POC: Alex Pelayo (626)471-2054

Monrovia High School
 845 W. Colorado Blvd.
 Monrovia, CA 91786
 POC: Alicia Escobar (626)471-2854

Clifton Middle School
 226 S. Ivy Ave.
 Monrovia, CA 91786
 POC: Richard Tamez (626)471-2644 ext. 45

* Receiving Info: MON-FRI; 0900-1300 (CLOSE SAT, SUN & HOLIDAYS.)

Please confirm by signing below and return to my office via fax, e-mail, or mail.

Bill Allen
 Manager Contract Sales
 Sysco Los Angeles Region Ventura Site
 (805)205-7806
 William.Allenj@sysco.com

I agree to piggyback onto the Moorpark Unified School District RFP 21-03-29-1 Frozen Entree, Sides, Dry Goods, and Desserts 2021-2022 School Year bid which will be in place until June 30, 2022.

Authorized Signature

Superintendent
Title

Date



Learning Today to Lead Tomorrow

MOORPARK UNIFIED SCHOOL DISTRICT

5297 Maureen Lane, Moorpark, California 93021

(805) 378-6300

May 11, 2021

Sysco Ventura Inc.
Attn: Jennie Calzada de Anda, Contracts and Bids Manager
Street: 3100 Sturgis Road
City: Oxnard
State: California
Zip Code: 93030

Dear Matt Flood:

Congratulations! This letter is to inform you that Moorpark School District has awarded your response from RFP# 21-03-29-1 during the term of 12 months (07/01/2021 to 06/30/2022) as specified in the RFP #21-03-29-1 specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the product needs of district Child Nutrition Department. Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract.

To accept these terms and conditions, please sign below and return via email to Orlando Orozco at oorozco@mrpk.org Please mail a copy with your original signature as soon as possible.

We look forward to working with your company

Sincerely,

ORLANDO OROZCO

Name and Title: CHILD NUTRITION DIRECTOR

Date: 5/12/21

Moorpark School District

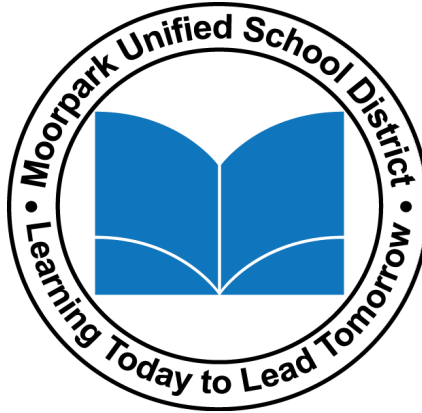
Service Provider Agreement:

Jennie Calzada de Anda

Name and Title: Contracts & Bids Manager

Date: 5/13/2021

Sysco Ventura Inc



**MOORPARK UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL**

BID TITLE: Frozen Entrees, Sides, Dry Goods and Desserts

BID NUMBER: RFP 21-03-29-1

BID DUE DATE AND TIME: April 19, 2021 at 1:00 PM (PST)

BID QUESTIONS: All questions must be submitted by email oorozco@mrpk.org. Questions must be submitted no later than 5:00 PM (PST) on April 16, 2021.

SUBMIT COMPLETED BID TO: Moorpark Unified School District
District Operations Center
Child Nutrition Department
5297 Maureen Lane
Moorpark, California 91320

SURETY REQUIREMENT: No Surety Required

AGENCY CONTACT PERSON: Orlando Orozco
Director
Child Nutrition Department
(805) 378-6300, Ext. 1422

ADVERTISEMENT DATE: March 29, 2021
April 5, 2021
April 12, 2021

REQUEST FOR PROPOSAL FOR THE PURCHASE AND DELIVERY OF THE SCHOOL FOOD SERVICES FROZEN ENTREES, SIDES, DRY GOODS AND DESSERTS

Moorpark Unified School District is composed of one (1) comprehensive high school, one (1) hybrid high school, three (3) middle schools, six (6) elementary schools, (1) preschool, and one (1) adult school. The enrollment in the District is approximately 6200. The District spans 12.47 square miles Moorpark Unified School District serves just under one (1/2) million meals per year.

The Moorpark Unified School District, hereinafter referred to as the District, is seeking proposals from qualified Bidders to provide distribution and delivery for Frozen Entrees, Sides, Dry Goods and Desserts. Delivery will be to the District central warehouse and one (1) school sites. It is the intent of the District to develop a secure service relationship between the agent and the District in a competitive atmosphere. The District is, therefore, willing to consider any, and all, options that will make service more effective and price more economical while providing reasonable income and security of contract to the agent. It is the intent of the District to have a single source supplier for the year, but the District reserves the right to award separately for Frozen Entrees, Sides, Dry Goods and Desserts if it is in the best interest of the District.

Service will be based upon the ability to meet the District's requirements for both storage and the ability to distribute purchased products to numerous sites and schedules.

Any response to the District will be considered a price quote, which outlines the terms and conditions for all financial aspects of doing business as the District's agent in these areas. The proposal will be the basis for an agreement, under which the successful proposer will sign an agent agreement with the District to provide service outlined therein. All proposals will be specific as to time lines and charges for goods and services.

The District reserves the right to reject any, and all, proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the awarded firm. The District makes no representations that any contract will be awarded to any respondent.

Bids are to be verified before submission, as they cannot be corrected after Bids are opened. The signatures of all persons shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All Bids shall be submitted in sealed envelopes with the name of the Bidder, business address, and the name of the RFP for which the bid is submitted. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. NO oral or telephonic medication of any Bid submitted will be considered.

Parties interested in participating in the Request for Proposal can find the Bid posted on the Moorpark Unified School District Nutrition Services Department Web Page at the following link: **[http:// www. mrpk.org/purchasing](http://www.mrpk.org/purchasing)**

GENERAL TERMS AND CONDITIONS OF BID

1.0 SUBMISSION OF BID

- 1.1 Bidder shall be required to submit with their Bids all required information labeling and description of the products that they have submitted pricing for. Bids are due in the Child Nutrition Services Department by the submittal deadline **in a sealed envelope**, with the RFP name, number, date and time due, displayed on the package or envelope. **The Bid submittal deadline is April 19, 2021, at 1:00 pm PST.** Bidders shall submit their bids on, or before, the due date and time. The receiving time in the Child Nutrition Services Department will be the governing time for receipt of Bid. Bids will not be opened or revealed before the time set for receipt.

The public is not invited to attend the Bid opening.

- 1.2 Any irregularities or lack of clarity in the Bid should be brought to the attention of the Moorpark Unified School District (MUSD) Child Nutrition Department for correction or clarification.
- 1.3 Bidder shall furnish the required information typed or written in ink on the Product Quotation form included in this RFP only. Bidder shall return the District's completed original bid documents. Incomplete Bid documents, which do not incorporate "General Terms and Conditions of Bid", may be rejected.
- 1.4 The person signing the Bid must initial, in ink, erasures or other changes.
- 1.5 An authorized representative of Bidder's firm must sign this Bid document. An unsigned Bid shall be disqualified. Each Bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed by the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.
- 1.6 Bidder shall proofread his/her Bid carefully for errors.
- 1.7 In the event of a difference between written words and figures, the amount stated in written words shall govern.
- 1.8 Bidders shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Bids stating "will negotiate" or "to be determined" or similar vague language will be considered as nonresponsive and will be subject to rejection of the Bid.

- 1.9 Errors in price computation on the Product Quotation Sheets do not relieve a Bidder from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the Bidder.
- 1.10 In the event of a difference between unit price and the extended price, the unit price shall govern.
- 1.11 The quantities appearing in this Bid are approximate only and are estimated for the solicitation of Bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the Bid. It is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without in any way invalidating Bid pricing.
- 1.12 Bidder shall state a realistic delivery date excluding Saturdays, Sundays and holidays. Delivery time shall be a consideration in award of Bid.
- 1.13 The use of the name and/or catalog number of a brand/manufacture in describing an item in this request for Bids should be seen as a measure of quality, design and utility of the article. Even if item being Bid on is "as specified". Bidder must identify the brand/manufacture, model number and grade on the included Price Schedule/Specification Sheet. Failure to do so may result in rendering that particular Bid item "Not as specified". When Bidder submits items as specified, manufacturer's specifications are not required.
- 1.14 Any Bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their Bid.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this Bid must be noted in the space provided at the end of this Bid. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The District reserves the right to accept or reject any exceptions based on the best interest of the District.
- 1.16 All suppliers bidding on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each item that is Bid.
- 1.17 Bidder assumes any and all risks involved with method of delivery of Bid chosen. District assumes no responsibility for Bidder's failure to deliver a Bid in accordance with the specified receiving point and time stated herein.
- 1.18 In order for a Bid to be considered, it is mandatory that the Bid documents be received in the District Child Nutrition Department prior to 1:00 PM (PST) on the due date outline in the Bid document. Upon receipt, date and time of receipt will be noted on the Bid Packet.

- 1.19 Neither District nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open a Bid not properly addressed, identified or mislabeled.
- 1.20 Bids submitted by email will not be accepted.
- 1.21 Late Bids will NOT be accepted. A Bid may be received any time prior to 1:00 PM (PST) on the due date outlined in the Bid document. A Bid arriving after the deadline of 1:00 PM (PST) on the due date will be returned to its sender unopened.
- 1.22 A Bid may be withdrawn by written notification delivered by mail, or e-mail, provided such notice is received prior to the date and time set for the Bid opening.
- 1.23 A request for withdrawal of a Bid received after the scheduled Bid opening will not be considered.
- 1.24 In the event Bidder chooses not to bid, but wishes to remain on the Bid list, indicate "NO BID" on the response page of the Bid document, affix the firm name and address, and return it to the District.
- 1.25 Any discounts offered by Bidders must be stated clearly on the Bid Form itself so that the District can calculate properly the net cost of the Bid. Offers of discounts or additional services not delineated on the Bid Form will not be considered by the District. Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.
- 1.26 Bidders must quote prices "F.O.B. Destination" to the District delivery locations(s) specified. Prices should be stated in units specified and Bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the district pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Bidders, must include on site off loading and inside delivery.
- 1.27 All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in federal, county, state and city laws for their production, protection, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.
- 1.28 This invitation for Bids does not cover all products that will be used during the school year, but does include the products more often used. Vendors are invited to attach a separate list of all products available, with firm prices for the contract period (Balance of Line). Additional items offered will not be considered when calculating Bid totals and awarding a contract.

- 1.29 Bids shall be submitted in a sealed envelope or box and labeled using the following format:

Firm Name:

Bid #: 21-03-29-1

Due/Opening Date & Time: April 19, 2021 at 1:00 PM (PST)

**Mail or Deliver RFP to: Moorpark Unified School District
Child Nutrition Department
5297 Maureen Lane
Moorpark, California 93021**

2.0 EVALUATION/AWARD

- 2.1 The District will award a contract to the Bidder whose response, in Moorpark Unified School District sole judgment, represents the best value considering the District's needs. The District reserves the right to accept Bid as deemed necessary for the best interest of the District, including the availability of specialty items not carried by another vendor. The District reserves the right to award a contract based on what the District considers the lowest most responsible and responsive Bidder, considering all factors. Past performance of a proposer will be evaluated and could subject a Bid to be rejected. The District reserves the right to choose the items purchased based on current need and budget and reserves the right to purchase all, some, or none of the products listed in the RFP.

3.0 PURCHASE ORDER

- 3.1 Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this Bid shall exhibit same mark-up percentage as all other existing/awarded products on the Bid). The vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.
- 3.2 MUSD will not be responsible for materials and/or services furnished without an official MUSD Purchase Order issued by the Child Nutrition Department.
- 3.3 All transactions for goods between the MUSD and seller shall be regulated according to California Statues.
- 3.4 No variations, deletions, price increases, changes or modifications to any order shall be effective without prior written approval by MUSD.

4.0 PRICE CHANGES

- 4.1 The successful Bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this Bid. All prices shall be guaranteed for the contract period. Minimum delivery must be stated on the Bid.
- 4.2 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.
- 4.3 Prices may only be increased on a pass-through basis (i.e. increase to Bidder five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.
- 4.4 In the event of a price increase, the Bidder is responsible for justifying the increase. All price increases must be submitted in writing sixty (60) days prior to the price increase(s).
- 4.5 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

5.0 NUTRITIONAL INFORMATION

- 5.1 Bidders are required to provide complete product information sheets for all products included in Bid, indicating pack size, weight per unit, and nutritional analysis signed by a responsible party. Product information sheets are required as part of the Bid submittal.
- 5.2 Product information sheets may be submitted in either hard copy or in electronic format.
- 5.3 Products may not contain Trans Fats.
- 5.4 Bidders are to submit complete product information sheets/Product Formulation Sheets (PFS) for all items included in their Bid.
- 5.5 If Bidder is offering a brand other than those specified in the Bid, or offering additional products with their Bid (Balance of Line), they must also furnish product information sheets/PFS for those other brands, or additional items.
- 5.6 Proposals submitted without product information sheets will be rejected as nonresponsive. Acceptable documents that meet this requirement are:

- A. Product Formulation Statement (PFS), including:
 - a. Product name, code number, serving size
 - b. Type and weight of creditable ingredient
 - c. Printed name and signature, title of company representative certifying that the information on the PFS is true and correct, and date signed.
- B. Child Nutrition (CN) Label:
 - a. The contribution to the meal pattern
 - b. CN logo
 - c. Month and year of approval
 - d. Product identification number assigned by USDA FNS

5.7 All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration (FDA). Labels must list the presence of ingredients, which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

5.8 Bidder shall notify the Child Nutrition Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Child Nutrition Department.

6.0 SAMPLES

6.1 On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. Such demonstrations shall be made within the Moorpark Unified School District boundaries. The District reserves the right to reject the Bid of any Bidder failing to submit samples or provide demonstrations as requested.

6.2 Within five (5) working days of request by the District, the Bidder shall submit, at no charge to the District, a minimum of one (1) case sample for each item offered and requested for evaluation.

6.3 Each sample shall be labeled with the Bid number and product item number.

6.4 Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the Bidder's disqualification for contract award.

6.5 Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. The decision of the District shall be final.

6.6 Samples shall be submitted directly to:

Moorpark Unified School District
5297 Maureen Lane
Moorpark, California 93021
Attention: Orlando Orozco

7.0 INSPECTION OF FACILITIES

- 7.1 As part of the evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to the award of contract. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award.

Additionally, the District reserves the right to inspect the facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the vendor vacate an approved facility, re-inspections will be required under the same conditions for the new facility.

8.0 SANITATION

- 8.1 All products will be produced and handled in accordance with the best sanitary practices.
- 8.2 Employees, equipment and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.
- 8.3 All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling.
- 8.4 Plant manufacturing must meet State and County Health requirements.
- 8.5 **Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains. A copy of current Health Department Permit is required.**

9.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 9.1 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.
- 9.2 Submission of a signed Bid in response to this solicitation is certification that Bidder's firm (or any Contractor/Subcontractor) 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 MUSD will be notified of any change in this status.

10.0 CONTRACT AWARD GUIDELINES

- 10.1 The MUSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the MUSD's best interest. Bids identified on the basis of "all or nothing" will be excluded from this provision.
- 10.2 Bids will be evaluated on the following factors: price, competency, quality, creditability, discounts offered, and compliance with all aspects of the specifications and Bid.
- 10.3 The District will be the sole judge of merit and not necessarily accept the lowest price offered as service and quality of items will be considered in making a decision. The District reserves the right, in its absolute discretion, to accept Bids, or any part of any Bid, and to make an award of contract(s) in the best interest of the District.
- 10.4 The District reserves the right to award all or part of this Bid to one or more vendors. "All or Nothing" proposals should be so stated on Proposal Form.
- 10.5 In the event of a tie, after a thorough evaluation of all factors, low Bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low Bid shall be determined by drawing of lots and witnessed by a panel of three (3) impartial observers.
- 10.6 The terms and conditions contained in this invitation for Bids, Bid Form, Instructions to Bidders, General Conditions, Specifications and Agreement herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued up until the time set for opening of Bids shall form a part of the documents and specifications issued to Vendors for the preparation of their Bids and shall constitute a part of the contract documents.
- 10.7 The MUSD reserves the right to reject any or all Bids and to waive any minor informalities or irregularities in Bids if it is in the District's best interest.
- 10.8 The MUSD reserves the right to hold Bids for a period of ninety (90) days from date of opening before awarding or rejecting said Bids.
- 10.9 A MUSD official Purchase Order and/or formal contract issued to the successful Bidder shall be considered sufficient notification of the award of Bid.
- 10.10 Should there be a formal contract issued specific to this Bid in addition to the terms and conditions outlined herein (General and Special), Bidder agrees that it shall be governed by and construed in accordance with the laws of California. No

action involving this contract agreement may be brought except in the district and federal courts located in Ventura County, California, USA.

- 10.11 Any unsuccessful Bidder may appeal a pending Recommendation of Award.
- 10.12 Appellant must submit a written protest to the Director of Child Nutrition no later than six (6) calendar days after the date of the Recommendation of Award. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the were violated.
- 10.13 MUSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a Bid process.

11.0 EVIDENCE OF RESPONSIBILITY

- 11.1 Upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications, competency, and responsibility to perform the proposed contract.
- 11.2 The District may consider such evidence before making its decision awarding the proposed contract.
- 11.3 Failure to submit evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid. The District reserves the right to reject the Bid of any Vendor who has previously failed to perform properly or to complete on time contracts of a nature similar to this project.

12.0 ORDERING CONDITIONS

- 12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.
- 12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the Bid Sheet.
- 12.3 There will be no minimum order requirements for deliveries.

13.0 PRE-AWARD CONFERENCE

- 13.1 The apparent low responsive and responsible Bidder may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.
- 13.2 The purpose of the pre-award conference will be to discuss and evaluate the Bidder's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Bidder possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.
- 13.3 The decision of the District's representatives as to the ability of the Bidder to successfully service this contract in accordance with the requirements shall be final.

14.0 TERMINATION OF CONTRACT

- 14.1 This contract may be terminated in whole or in part by MUSD for its convenience, but only after Bidder is given:
 - Not less than thirty (30) calendar days' written notice of intent to terminate.
 - An opportunity for consultation with the MUSD's Director of Child Nutrition prior to termination.

15.0 AMERICANS WITH DISABILITIES

- 15.1 MUSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. MUSD expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

16.0 NON-ENDORSEMENT

- 16.1 As a result of the selection of Bidder to supply services, MUSD is neither endorsing nor suggesting that Bidder's service is the best or only solution. Bidder agrees to make no reference to MUSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of MUSD.

17.0 VESTED INTEREST

- 17.1 Bidder chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 17.2 The only benefit Bidder may derive from this project is payment for the identified products, work or optional tasks contained herein, including identified

deliverables in Bidder's initial Bid response and subsequent written additions to the agreement authorized by MUSD.

18.0 PURCHASES OUT OF CONTRACT

18.1 The District reserves the right to purchase similar items from other sources.

19.0 NON-TRANSFERABLE RESPONSIBILITIES

19.1 No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same, by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

19.2 If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

20.0 MANAGEMENT OF COMMODITY PRODUCTS

20.1 The Contractor will maintain records of USDA Foods (Commodities) by tracking and coordinating, and delivering processed commodity items ordered by the school districts, through the USDA Food Commodity Program in accordance with all USDA regulations.

SPECIAL TERMS AND CONDITIONS OF BID

1.0 SCOPE OF WORK

- 1.1 MUSD is soliciting Bids for Frozen Entrees, Sides, Dry Goods and Desserts to be used District-wide in all schools and at the District's central kitchen.

2.0 BASIS OF AWARD

- 2.1 The District intends to award this Bid by category, but reserves the right to award the entire bid to one vendor if deemed to be in the District's best interest. There are four separate categories to be awarded: Frozen Entrees Breakfast, Frozen Entrees Lunch, Frozen Sides, Dry Goods and Frozen Desserts.

3.0 EVALUATION AND SELECTION PROCESS

- 3.1 Selection of a qualified and responsible Bidder will be based on the quality and completeness of submitted Bid, understanding of objectives, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts, and references. Additional questions may be asked of the Bidder and interviews may be conducted.

4.0 EVALUATION CRITERIA

- 4.1 To be deemed responsive and qualify for evaluation, a Bid must be submitted timely and materially satisfy all mandatory requirements identified in this bid solicitation. Nonresponsive Bidders will not be evaluated. Bidders will be evaluated by the criteria shown below.

CRITERIA	POINTS
Pricing	50
Vendor's Ability to Provide Requested Products	25
Completeness of Response	10
Vendor's Reputation and References	15
TOTAL POINTS	100

5.0 FINAL DETERMINATION AND AWARD

- 5.1 The District reserves the right to contract with any entity responding to this Bid, to reject any Bid as non-responsive, and not to contract with any Bidder for the services described herein. The District makes no representation that participation in the Bid process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Bid in response to this Bid solicitation.
- 5.2 The District shall not be obligated to accept the lowest priced Bid. Award will be based on the Bidder whose Bid has been determined to be responsive and

responsible, meeting the specified qualification criteria herein. The District, however, reserves the right to reject anyone or all Bids, to waive any informality in the Bids or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever Bid is deemed to be the lowest responsible bid meeting all the criteria specified in the Bid.

- 5.3 The District further reserves the right to award to one or more Bidders as determined to be in the best interest of the District.

6.0 CONTRACT TERM AND RENEWAL

- 6.1 It is the intent of MUSD to award a Contract for the initial term of one (1) year beginning July1, 2021 and ending June 30, 2022 with two (2) optional one (1) year renewals, at the same or lower cost per unit. The Contract will not renew automatically.

7.0 DELIVERY

- 7.1 Products delivered during the period covered by this request for Bid shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Director of Child Nutrition. No product will be represented as being in conformance with the specification when such is not the case.
- 7.2 If the Bidder is unable to provide the items on the date specified for delivery, it is the Bidder's responsibility to notify the District immediately by emailing the ordering school or kitchen. Continual delays in delivery may be taken into account on future quotes, and used as a basis for rejection.
- 7.3 Deliveries will be made on Wednesday and Friday of each week to each specified location within the Moorpark Unified School District and to the Central Kitchen in the amount requested by each site. Due to school holidays, vacations, and student participation in the meal program, some adjustments will be made to the delivery schedule during the year.
- 7.4 Deliveries shall be made only during the hours specified on the Delivery and Site Availability Information included in this Bid Packet. Deliveries made outside of the specified hours may be rejected and delivered the following day during the specified hours.
- 7.5 The Contractor's delivery driver shall check in with the Warehouse Delivery or Cafeteria Manger, or designated representative upon arrival at the warehouse or kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery.

- 7.6 Deliveries shall be made at least twice each week on specified days.
- 7.7 For emergency orders, the Contractor will be required to make direct deliveries to the central warehouse or other locations as requested by the District Child Nutrition Department only. There is no minimum order requirement for emergency orders.
- 7.8 Frozen Entrees, Sides, Dry Goods and Desserts must be delivered to all locations at a temperature not to exceed 5 degrees Fahrenheit.
- 7.9 One copy of the delivery packing slip, priced, dated and extended, signed by the person receiving the shipment shall be left at the time of delivery. The packing slip will bear the relevant District purchase order number.
- 7.10 Failure to deliver within the time specified may be grounds for considering the successful Bidder(s) as nonresponsive. This may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future Bids on the basis that the Bidder(s) is not responsible.
- 7.11 The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the Bid packet.

8.0 DAMAGED OR UNACCEPTABLE PRODUCT

- 8.1 The District reserves the right to refuse complete shipment if there is any evidence of damaged or thawed products. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed and cases that stick together as a result of freezing. Damaged 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 return or shortage. Credit shall be issued in a timely manner. Continued shortages or substitutions will be grounds for termination of this agreement.

9.0 PACKAGING

- 9.1 Cases and packages shall be constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.
- 9.2 All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods.
- 9.3 Packaging materials shall impart no odor, flavor, or color to the product.

10.0 PRODUCT SUBSTITUTION/DISCONTINUED ITEMS

- 10.1 The District will not allow substitutions without prior approval.
- 10.2 In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally or by electronic mail at least 24 hours prior to scheduled delivery to the Child Nutrition Department.
- 10.3 An equal or better substitute product must be immediately made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight or redelivery to District sites.
- 10.4 Substitutions in quality or quantity must receive prior approval from the Child Nutrition Department in order to qualify for payment.
- 10.5 Contractor shall provide nutritional statements and ingredient listings of any replacement product to the Child Nutrition Department.
- 10.6 If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District approval at no additional cost to the District for product or freight.
- 10.7 Authorization of a substitute product shall be at the sole discretion of the District.
- 10.8 In the event an item awarded under this contract is discontinued, Contractor is required to notify Child Nutrition Department immediately.
- 10.9 Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Contractor must provide substituted item at no additional cost to the District for product or freight.
- 10.10 Written documentation from the manufacturer of product discontinued shall be submitted to the Child Nutrition Department. The Contractor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification to the Child Nutrition Department and receiving District approval for discontinuation.

11.0 PRICE ADJUSTMENT

- 11.1 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed

earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.

- 11.2 In the event of an increase, the District may allow upon presentation of suitable proof and sixty (60) calendar day advance written notification, an increase over the original Bid price.
- 11.3 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

12.0 ORDERING CONDITIONS

- 12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.
- 12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the bid sheet.
- 12.3 There will be no minimum order requirements for deliveries.

13.0 INVOICING AND BILLING

- 13.1 Unless otherwise specified, Contractor shall render invoices in triplicate for materials delivered under the contract to:

Moorpark Unified School District
Child Nutrition Department
5297 Maureen Lane
Moorpark, CA 93021

- 13.2 All invoices shall include the following information:
 - Invoice Date
 - District purchase order number
 - Contractor's name, address and telephone number
 - Contractor's invoice number
 - Date of delivery
 - Delivery address
 - Designated line for District signature
 - Product description for each item ordered
 - Manufacturer's Product Code for each item ordered

- Product quantity for each item ordered
- Unit and extended price for each item ordered
- Any taxes and fees listed separately
- Total price of order/invoice
- Cash discount will be applied to payment for the entire billing period.
- Terms of Net 30 days will be considered

14.0 REGULATIONS AND REQUIREMENTS

- 14.1 All products offered in response to this Bid request must be manufactured, packaged and delivered in accordance with the current California Department of Public Health Regulations.
- 14.2 Frozen Entrees, Sides, Dry Goods and Desserts, and containers must meet all other federal, state and local laws, ordinances, and regulations that are applicable to the production, distribution, sale, and consumption food products.
- 14.3 All “code dated products” offered on this Bid must have a minimum of seven (7) days shelf life at the time of delivery.
- 14.4 Federal regulations require that to the maximum extent possible, only domestic products will be purchased for use in the National School Lunch Program and National Breakfast Program. This requirement must be strictly adhered to.
- 14.5 Only products of U.S. origin will be purchased under this Bid. Products must conform to all provisions of the Pure Food and Drug Administration and all such provisions of the Federal, State, and Local Governments shall apply. Only those products that have been tested and proven to be satisfactory under actual conditions by MUSD personnel will be accepted. The District reserves the right to consider Bids not in accordance with the specifications to be nonresponsive.

15.0 DAMAGED PRODUCTS

- 15.1 Any damaged, dirty or unlabeled containers will be rejected and returned at the Supplier’s expense.
- 15.2 Once notified of damaged product, the Supplier has up to two (2) working days to pick up product. If not picked up in that timeframe, the product will be disposed of and a credit will be taken towards the amount owed.
- 15.3 Repackaged products are not acceptable.

16.0 RESPONSIBILITY FOR SUPPLIES AND MATERIALS

- 16.1 The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection.
- 16.2 After delivery to the District, at the designated point and prior to acceptance by the District, or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.
- 16.3 The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

17.0 SPECIFICATION VARIANCE

- 17.1 All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District.
- 17.2 The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) that may be defective or fail to comply with specifications.
- 17.3 Any rejection shall not invalidate the remainder of the award.

18.0 ASSIGNMENT

- 18.1 The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

19.0 DEFAULT

- 19.1 If the Contractor refuses, or fails, to perform all or any part of its obligations under the contract or the Bid documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this Bid and contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

20.0 INDEMNIFICATION AND HOLD HARMLESS

20.1 The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

20.2 The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and payer satisfy the judgement that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- c. Contractor shall defend, indemnify, protect, and hold harmless MUSD and its agents, officers and employees from and against any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

21.0 COMPREHENSIVE GENERAL LIABILITY INSURANCE

21.1 Successful Bidder shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful bidder and the District from all claims arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Bidder will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

A. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- B. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
- C. Insurance certificate must name Moorpark Unified School District as additional insured.
- D. An endorsement must be issued by the successful Bidder's insurance carrier amending the Bidder's policy and naming the Moorpark Unified School District as an additionally insured party.

22.0 PRODUCT QUALITY CONTROL AND FACILITY SANITATION

- 22.1 The District reserves the right to discontinue service of all or any portion of any contract resulting from this Bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Contractor in default.
- 22.2 All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.
- 22.3 The Contractor, upon request, shall submit its most recent Health Department Inspection Report.

23.0 ANTI-DISCRIMINATION

- 23.1 The Governing Board of the Moorpark Unified School District has adopted an Affirmative Action Program for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the Contract.

24.0 MERGERS, ACQUISITIONS, OR BUYOUTS

- 24.1 In the event that the awarded Bidder sells the company or merges with another company, current Contract conditions must remain the same as awarded. Contract will not be renegotiated due to a merger, acquisition or buyout.

EXHIBIT A

**PRODUCT QUOTATION
SHEETS FOR**

**Moorpark Unified School District
RFP 21-03-29-1 Frozen Entrees, Sides, Dry Goods, Desserts**

ITEM	ESTIMATED USAGE	UNIT	DESCRIPTION	MINIMUM SHELF LIFE AT TIME OF DELIVERY (Min. 30 Days)	MANUFACTURER	COST
LOT 1 ENTREES BREAKFAST						
	20	Case	Apple Cinnamon Crumble IW, WG 72/3.6 oz	90 Days	Buena Vista or Equivalent	
	20	Case	Bread Banana Slice 70/3.4 oz.	90 Days	SUPER BAKERY OR EQUIVALENT	
	50	Case	Bread Pan Dulce Variety 1450 84/2.5 oz.	90 Days	LUPITAS OR EQUIVALENT	
	50	Case	Breakfast Bar Cocoa Puffs 96/ 1.42 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	50	Case	Breakfast Bar Fruity Cheerios 96/1.42 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	150	Case	BURRITO BREAKFAST EGG CHEESE SAUSAGE POTATO 72/2.5 oz.	90 Days	LOS CABOS OR EQUIVALENT	
	20	Case	Burrito, Egg/Cheese/Bacon, IW, 120/3.4 oz.	90 Days		464714/43582
	20	Case	Burrito, RF RS Cheese/Egg/Tky Sausage IW, 120/3.2 oz.	90 Days		80480/598010
	20	Case	Cake Coffee Whole Grain Individually Wrapped 72/4 oz.	90 Days	BUENA VISTA FOODS OR EQUIVALENT	
	150	Case	Cereal Cinnamon Toast Crun Bowlpak 96/1 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	100	Case	Cereal Cocoa Puffs Bowlpak 25% Less Sugar 96/1.063 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	40	Case	Cereal Corn Flakes Frosted Bowlpak 96/1 oz.	90 Days	KELLOGG'S OR EQUIVALENT	
	50	Case	Cereal Granola Oats 'n Honey Bulkpak 4/50 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	20	Case	Cereal Granola Single 144/1 oz.	90 Days	FIELDSTONE OR EQUIVALENT	
	20	Case	Cereal Rice Crisp Bowlpak 96/1 oz.	90 Days	HOSPITALITY OR EQUIVALENT	
	150	Case	Cinnamon Toast Crunch Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	20	Case	Cinnamon Toast w/Egg Bread IW 72/2.2 oz.	90 Days	Rose & Shore or Equivalent	
	40	Case	French Toast Sticks WG, IW, 88/3 oz.	90 Days	Bakecrafters or Equivalent	
	20	Case	Golden Grahams Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	5	Case	Honey Nut Cheerios Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	20	Case	Mini Cinnis Cinnamon Rolls IW	90 Days	Pillsbury or Equivalent	
	175	Case	Mini Pancakes Maple Burst Whole Grain 72/3.17 oz.	90 Days	Pillsbury or Equivalent	
	125	Case	MUFFIN CHOCOLATE CHIP/SWEET POTATO WHOLE GRAIN 120/3.2 oz	90 Days	BUENA VISTA FOODS	
	20	Case	Muffin English Egg Cheese Turkey Ham 48/4.15 oz.	90 Days		
	20	Case	Oats & Honey Granola Cereal 4/50 oz.	90 Days	Nature Valley or Equivalent	
	20	Case	Pancakes, Mini WG 24/45 Ct.	90 Days	Krusteaz or Equivalent	
	45	Case	Pizza Sausage Breakfast Whole Grain 1/128 ct.	90 Days	TONYS (SCHWANS) OR EQUIVALENT	
	30	Case	Pop Tart Frosted Cinnamon Whole Grain 1 Count 120/1.76 oz	90 Days	KELLOGG'S OR EQUIVALENT	
	30	Case	Pop Tart Frosted Strawberry Whole Grain 1 Count 120/1.76 oz.	90 Days	KELLOGG'S OR EQUIVALENT	
	5	Case	Pre-cooked Trky Bacon, Sliced, 12/50 Ct.	90 Days	Jennie-O or Equivalent	
	5	Case	Pre-cooked Trky Sausage Link, 160 Ct.	90 Days	Jennie-O or Equivalent	
	5	Case	Pre-cooked Trky Sausage Patty, 160 Ct.	90 Days	Jennie-O or Equivalent	
	20	Case	Rice Chex Bowl Pak, 96/1 oz.	90 Days	General Mills or Equivalent	
	10	Case	Roll Cinnamon Individually Wrapped 72/3.5 oz.	90 Days	ELEMENTS FOODS OR EQUIVALENT	
	225	Case	Syrup Table Cup 100/1 oz.	90 Days		
	150	Case	Waffle Maple Madness Mini 72/2.47 oz.	90 Days	PILLSBURY OR EQUIVALENT	
	20	Case	WG Belgian Waffle Sticks, 216/ .78 oz.	90 Days	Krusteaz or Equivalent	
	20	Case	WG Mini Maple Pancakes IW, 72/3 oz.	90 Days	Dewafelbakker or Equivalent	
	20	Case	WG Mini Maple Waffles, 72/2.65 oz.	90 Days	Eggo or Equivalent	
	20	Case	WG Pancakes, 144/1.14 oz.	90 Days	Pinnacle or Equivalent	
	40	Case	WG RS Apple Jacks Cereal 96/1 oz.	90 Days	Kelloggs or Equivalent	
LUNCH						
	40	Case	Beef, Charbroiled Patty, 3 oz.	90 Days		
	48	Case	Beef, Twin Pk Mini Chsburger 72/5 oz.	90 Days		
	10	Case	Bread Cheese Pull Apart It 72/3.88 oz.	90 Days	PILLSBURY BAKERIES OR EQUIVALENT	
	5	Case	Burger, Veggie, 48/2.5 oz.	90 Days	Kelloggs Garden Burger or Equivalent	
	20	Case	Burrito Bean Cheddar Cheese 48/5.2 oz.	90 Days	LOS CABOS OR EQUIVALENT	
	55	Case	Burrito Bean Cheese Grilled Bulk 72/5.5 oz	90 Days	TRUE NATURAL OR EQUIVALENT	
	20	Case	Burrito Chicken Cheese Whole Grain 60/5 oz.	90 Days	FERNANDO (BURRITOS) OR EQUIVALENT	

	30 Case	Burrito, Bean and Cheese, 48/5.5 oz.	90 Days	
	20 Case	Burrito, Bean/Chs/Chili, 96/5 oz.	90 Days	
	300 Case	CALZONE CHEESE THREE WHOLE GRAIN REDUCED FAT INDIVIDUALLY WRAPPED 80/5.5 oz.	90 Days	BUENA VISTA FOODS OR EQUIVALENT
	10 Case	Cheese American 160 Slices Sliced Yellow 6/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
	5 Case	Cheese Mild Cheddar Shredded 4/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
	1 Case	Cheese Parmesan Shredded Fancy 4/5 lb.	90 Days	ARREZZIO IMPERIAL OR EQUIVALENT
	500 Case	Cheese String Lite 168/1 oz.	90 Days	LAND O'LAKES OR EQUIVALENT
	5 Case	Chicken Breast Grilled Precooked Select Nae 54/3 oz.	90 Days	TYSON RED LABEL OR EQUIVALENT
	10 Case	Chicken Breast Mesquite Grilled 5/3.25 oz.	90 Days	TYSON FOODS OR EQUIVALENT
	250 Case	Chicken Chunks Cooked Breaded Whole Grain 4 bags	90 Days	TYSON FOODS OR EQUIVALENT
	175 Case	Chicken Drumstick Breaded Fully-cooked 30 lb.	90 Days	TYSON FOODS OR EQUIVALENT
	25 Case	Chicken Drumstick Glazed Cooked 6/5 lb.	90 Days	TYSON FOODS OR EQUIVALENT
	50 Case	Chicken Patties Fritters Hot & Spicy Whole Grain 6/25 pcs	90 Days	TYSON FOODS OR EQUIVALENT
	250 Case	Chicken Patties Whole Grain Krisp 'n Krunchy 6/5lb bags	90 Days	TYSON FOODS OR EQUIVALENT
	25 Case	Chicken Tenders Whole Grain Fully-cooked Child Nutrition 4bags	90 Days	TYSON FOODS OR EQUIVALENT
	50 Case	Chicken WG Brd Crispy Nugget 32.81 lb	90 Days	Tyson or Equivalent
	20 Case	Chicken, Brst Strip Fritters 2/5 lb	90 Days	
	50 Case	Chicken, WG Popcorn Bites 30 lb.	90 Days	Tyson or Equivalent
	25 Case	Chicken, WG Spicy Popcorn, 30 lb.	90 Days	Tyson or Equivalent
	100 Case	Chimichanga Chicken Individually Wrapped 24/5 oz	90 Days	POSADA OR EQUIVALENT
	50 Case	Chip Tortilla Tri White Corn 80/1.8 oz.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
	50 Case	Chip Tortilla Triangles White 12 lb.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
	425 Case	Corn Dog Chicken Mini Whole Grain Child Nutrition 239/.67 oz	90 Days	
	50 Case	Corn Dog Chicken Whole Grain Child Nutrition 72/4 oz	90 Days	
	25 Case	Cracker Cheddar Whole Grain Original 60/1 oz.	90 Days	CHEEZ-IT (SNACK FOOD) OR EQUIVALENT
	25 Case	Cracker Goldfish Whole Grain 300/.75 oz.	90 Days	PEPPERIDGE FARMS OR EQUIVALENT
	25 Case	Cracker Graham Scooby Cinnamon Sticks 210/1 oz.	90 Days	KEEBLER OR EQUIVALENT
	75 Case	Crouton Cheese & Garlic Whole Grain 4/2.5 lb.	90 Days	FRESH GOURMET OR EQUIVALENT
	20 Case	Double Dog, Chic., IW 60/4 oz.	90 Days	
	5 Case	Egg Hardboiled Whole Pillow Packed 12/12 oz.	90 Days	PAPETTI'S (EGG PRODUCTS) OR EQUIVALENT
	450 Case	Entree Chicken Original Popcorn 1/14 lb.	90 Days	LING'S ASIAN CUISINE OR EQUIVALENT
	165 Case	Entree Macaroni And Cheese Whole Grain 6/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
	110 Case	Frank Turkey 8 Per # 5 Inch Child Nutrition Label 4/5 lb.	90 Days	JENNIE-O OR EQUIVALENT
	20 Case	Gluten Free Chic Brst Strp 2/5 lb.	90 Days	
	20 Case	Lasagna, Cheese WG 110/4.3 oz.	90 Days	
	20 Case	Mandarin Orange Chicken Rice Bowl 36/9 oz.	90 Days	YANGS OR EQUIVALENT
	20 Case	Meatballs, Beef, Cooked, 960/.5 oz.	90 Days	
	20 Case	Meatballs, Italian, Cooked, Beef, 2/5 lb	90 Days	
	5 Case	Pasta Rotini Fusilli 2/10#	90 Days	BARILLA ITALIAN PASTA OR EQUIVALENT
	550 Case	Pizza Stick Whole Grain 7" 72 ct.	90 Days	BOSCO'S PIZZA OR EQUIVALENT
	20 Case	Pizza, 51% WG 6" French Bread Pizza, Bulk, 60/5.20 oz.	90 Days	
	20 Case	Pizza, 51% WG 6" French Bread Pizza, IW, 60/5.20 oz.	90 Days	
	20 Case	Pizza, Cheese Bagel IW, 84/5.45 oz.	90 Days	SUNNY FRESH OR EQUIVALENT
	20 Case	Pizza, Cheese Bagel, 84/5.45 oz.	90 Days	PILLSBURY BAKERIES OR EQUIVALENT
	20 Case	Pizza, WG 16" Cheese 8 Cut 72/5.49 oz.	90 Days	Wild Mike's or Equivalent
	20 Case	Pizza, WG 16" Pepperoni 8 Cut 72/5.5 oz.	90 Days	Wild Mike's or Equivalent
	20 Case	Ravioli, Mini Cheese WG 221/2.17 oz.	90 Days	
	35 Case	Sandwich Cheese Grilled Whole Grade Individually Wrapped 72/4.19 oz.	90 Days	HOT OFF THE GRILL OR EQUIVALENT
	40 Case	Sandwich Cheeseburger Mini 2-Pack 96/4.7 oz.	90 Days	ADVANCE (NON-PROP) OR EQUIVALENT
	35 Case	Sandwich Peanut Butter & Grape 72/5.3 oz.	90 Days	JM SMUCKER OR EQUIVALENT
	35 Case	Sandwich Peanut Butter & Strawberry 72/5.3 oz.	90 Days	JM SMUCKER OR EQUIVALENT
	40 Case	Sandwich Sunflower Butter & Jelly 96/2.8 oz.	90 Days	SUNWISE FOODS OR EQUIVALENT
	20 Case	Sandwich, Soy Butter & Jelly 72/2.4 oz.	90 Days	
	20 Case	Sandwich, WG PB & Grape Un crustable 72/2.6 oz.	90 Days	Smuckers or Equivalent
	20 Case	Sandwich, WG PB & Strwbry Un crustable 72/2.6 oz.	90 Days	Smuckers or Equivalent
	10 Case	Shell Tostada Bowl 8/25 ct.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
	20 Case	Taco Pocket Turkey Nada Individually Wrapped 60/4 oz.	90 Days	POCKET FOOD INC OR EQUIVALENT
	10 Case	Tamale Chicken In Green Sauce 12/4 ct.	90 Days	DEL REAL FOODS OR EQUIVALENT
	20 Case	Turkey Nada, Bulk, 60/4.5 oz.	90 Days	

INSTRUCTIONS FOR COMPLETION OF 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-RSD-20-002."
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.

DISCLOSURE OF LOBBYING
ACTIVITIES (31
U.S.C. § 1352)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: <div style="text-align: center; font-size: 2em; font-weight: bold;">N/A</div> Congressional District, <i>if known</i> :	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i>	

<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</p> <p>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: _____</p> <p>Print Name: <u>Jennie Calzada de Anda</u></p> <p>Title: <u>Contracts and Bids Manager</u></p> <p>Telephone No.: <u>805-575-1850</u></p> <p>Date: <u>4/16/21</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

IRAN CONTRACTING ACT CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS

(Public Contract Code Sections 2202, *et seq.*)

Pursuant to Public Contract Code 2204(a), the District requires each person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, the District with respect to a contract for goods or services of \$1,000,000.00 or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created by the Department of General Services (“DGS”) as a person engaging in prohibited investment activities in Iran. To comply with this requirement, each Bidder must complete one of the options below. Note: Public Contract Code Section 2205 establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000.00 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

OPTION #1 - CERTIFICATION

I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder identified below (a) is not on the current list of persons engaged in investment activities in Iran created by DGS, (b) is not providing goods or services of \$20,000,000.00 or more in the energy sector of Iran, including a person that provides 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, and (c) is not a financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Sysco Ventura, Inc.

Vendor Name/Financial Institution (Printed)

41-2095343

Federal ID Number

Signature of Authorized Representative

Jennie Calzada de Anda, Bids Manager

Printed Name and Title of Authorized Representative

4/16/2021

Date

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/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 under very limited circumstances. For example, the exemption is permitted if (1) the investment activities in Iran were made before July 1, 2010; the investment activities in Iran have not been expanded or renewed after July 1, 2010; the public entity determines that it is in the best interest of the public entity to contract with the person; and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran; or (2) the public entity makes a public finding that, absent the exemption, the agency would be unable to obtain the goods or services for which the contract is offered. If the Bidder seeks an exemption for one of the foregoing reasons, please fill out the information below and attach documentation substantiating the basis of the request. The District will review any requests and make a determination, in its sole discretion, whether to approve any such request.

Vendor Name/Financial Institution (Printed)

Federal ID Number

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

BUY AMERICAN
CERTIFICATION (42
U.S.C. Section
1760(n))

1. Overview. Federal law requires school districts located in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for school breakfast and lunch programs under the Child Nutrition Act. The term “domestic commodities or products” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. According to USDA’s Food and Nutrition Service (“FNS”), report accompanying the Child Nutrition Act defined “substantially” as more than 51% of the final processed product consists of agricultural commodities that were grown domestically. FNS also notes that two rare situations may warrant a waiver to permit purchases of foreign food products: (a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and (b) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

2. District’s Policy. The District requires that suppliers certify the percentage of U.S. content in products supplied to it. If the Bidder is unable or unwilling to make such certification, the District may not purchase from the Bidder.

3. Bidder’s Certification.

- a. I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder’s products have at least 51 % U.S. content.
- b. If the Bidder offers less than 51% domestic commodities or products, then the Bidder must seek a waiver of Buy American requirements. To seek the waiver, the Bidder must list the non- domestic commodities or products below. The District will review any and all requests for

waivers, and make a determination whether to approve or deny the requests in the District's sole discretion.

Product: _____

Country of Origin: _____

Domestic Price: _____

Foreign Price: _____

Reason for Request: _____

Product: _____

Country of Origin: _____

Domestic Price: _____

Foreign Price: _____

Reason for Request: _____

[Bidder may attach additional sheets if necessary.]

- c. The Bidder understands and acknowledges that if the Bidder is awarded the Contract, then the District must monitor the Bidder's compliance with the Buy American requirements.

Sysco Ventura, Inc.

Company Name (as registered with California Secretary of State)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING WORKERS
COMPENSATION (LABOR CODE
SECTIONS 3700, *ET SEQ.*)

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that:

1. The Bidder is aware that California Labor Code Section 3700 provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- d. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
 - e. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
2. The Bidder is aware that the provisions of California Labor Code Section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Bidder will comply with such provisions before commencing the performance of any contract with the District and for the entire term of any such contract.

Sysco Ventura, Inc.

Bidder's Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING

ALCOHOL-FREE AND TOBACCO-FREE CAMPUS POLICY

(BP 3513.3; AP 3513.3; and BP 5131.6)

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees that it will abide by and implement the District's Alcohol-Free and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages, tobacco products, and nicotine products at any time on District-owned or leased buildings, on District property and in District vehicles. The prohibited tobacco and nicotine products include, but are not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. The Bidder shall ensure that its employees, agents, independent contractors, and anyone else acting on its behalf complies with the District's alcoholic beverage and tobacco-free policy throughout the entire term of any contract between the District and the bidder.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

(Government Code Sections 8350, *et seq.*)

1. Overview. This Drug-Free Workplace Certification form must be completed by all bidders pursuant to Government Code Sections 8350, *et seq.*, the Drug-Free Workplace Act of 1990 (the "Act"). As set forth in Government Code Section 8355, every person or organization awarded a contract or grant from a State agency must 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 the actions that 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 (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and
- c. requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Furthermore, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or

grantee made a false certification under Government Code Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of Government Code Section 8355 .

2. Certification. I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the

workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by Government Code Section 8355(a) and require such employee agree to abide by the terms of that statement. I 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 Government Code Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the Bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the Bidder is aware of the provisions of Government Code sections 8350, *et. seq.* and hereby certify that the Bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

(Government Code Sections 8350, *et seq.*)

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 - 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 the actions that 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 (i) the dangers of drug abuse in the workplace; (ii) the person’s or organization’s policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and
 - c. requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Furthermore, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or

grantee made a false certification under Government Code Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of Government Code Section 8355 .

2. Certification. I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder

agrees to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the

workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by Government Code Section 8355(a) and require such employee agree to abide by the terms of that statement. I 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 Government Code Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the Bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the Bidder is aware of the provisions of Government Code sections 8350, *et. seq.* and hereby certify that the Bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

Sysco Ventura, Inc.

Bidder (Name of business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

PIGGYBACK CLAUSE

(Public Contract Code Sections 20118 and 20652)

1. Brief Description of Piggyback Statute. Public Contract Code Sections 20118 and 20652 permit school districts and community college districts to purchase materials, supplies, and equipment without advertising for bids by using (or “piggybacking” on) another public agency’s publicly bid contract. The District is willing to authorize local school districts and community college districts to piggyback on this Contract. In the event that the Bidder is awarded the Contract, then, at the option of the Bidder, for the term of the Contract and any mutually-agreed upon extensions thereof, other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase from the Bidder the same materials and supplies contemplated under the Contract at the same price, terms and conditions specified in the Contract.

2. Waiver of Right to Draw Warrants. The District waives its right to require any such other school districts and community college districts to draw their warrants in favor of the District as permitted by Public Contract Code Sections 20118 and 20652.

3. Bidder’s Option. Each Bidder shall indicate below whether the Bidder will authorize piggybacking if awarded the Contract. Acceptance or rejection of this clause **will not** affect the outcome of this Bid.

Piggyback option granted: x Piggyback option denied:

Sysco Ventura, Inc.

Bidder’s Name (name of
company)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

REFERENCE FORM

Bidder must provide at least three references with the Bid. All information must be current and verifiable. Bidder must provide at least 2 California school district references.

2. Client Name:
 Client's Main Business Address:
 Partners In Nutrition Coop (PINCO) 44809 Beech Ave., Lancaster, CA 93534

Contact Name and Title:
 Joe Cook, AVUHSD Director, PINCO Chairman

Contact's Telephone Number:
 (661) 575-1052

Contact's Email Address:
 jcook@avhsd.org

Year Contract Commenced:
 2020

Number of Delivery Locations:
 180

Frequency of Deliveries:
 1-2 times a week

Current Annual Dollar Volume of Orders:
 \$16 million

Average Annual Dollar Volume of Orders:
 \$20 million

3. Client Name:
 Client's Main Business Address:
 Kern High School District, 5801 Sundale Ave, Bakersfield, CA 93309

Contact Name and Title:
 Jennifer Davis, Director Nutrition Services

Contact's Telephone Number:
 (661) 827-3190

Contact's Email Address:

Jennifer_Davis@kernhigh.org

Year		Contract			Commenced:
2018					

Number		of		Delivery	Locations:
1					

Frequency				of	Deliveries:
twice weekly					

Current	Annual	Dollar	Volume	of	Orders:
\$1 million					

Average	Annual	Dollar	Volume	of	Orders:
\$1.5 million					

4. Client Name:
Client's Main Business Address:
Lucia Mar Unified School District, 602 Orchard Street, Arroyo Grande CA, 93420
-

Contact		Name		and	Title:
Laurel Goins, Director of Food Services					

Contact's		Telephone			Number:
(805) 474-3000 ext:1022					

Contact's		Email			Address:
laurel.goins@lmusd.org					

Year		Contract			Commenced:
2018					

Number		of		Delivery	Locations:
18					

Frequency				of	Deliveries:
1-2 times / wek					

Current	Annual	Dollar	Volume	of	Orders:
\$1 million					

Average	Annual	Dollar	Volume	of	Orders:
\$2 million					

MOORPARK
SCHOOL
DISTRICT BID
FORM

RFP 21-03-09-01 FROZEN ENTREES, SIDES, DRY
GOODS, DESSERTS BID DEADLINE: 1:00 P.M.
ON MONDAY, APRIL 19, 2021

To: Board of Trustees
Moorpark Unified School District
5297 Maureen Lane
Moorpark, CA 93021

1. On behalf of the below-named Bidder, the undersigned, having carefully examined the Notice Inviting Bids, Instructions to Bidders, General Conditions, Product Quotation Sheets, Contract, and all related documents comprising the Bid Package for the above-specified bid and any local conditions affecting the performance of the Contract, hereby proposes to furnish and deliver said materials and supplies in accordance with the terms and conditions of the Bid Package, inclusive of the time requirements set forth therein, for the prices quoted on the attached itemized Product Quotation Sheets.

2. The Bidder offers the following delivery time after receipt of order ("ARO").

Delivery time ARO: For stocked, forecasted items: 24 hours

3. The Bidder has reviewed and understands the District's prompt payment discount terms. In consideration thereof, the Bidder offers the following prompt payment discount:

0 % 0 days

[Note: Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "days" space will negate any percentage discount offered.]

- 4. On behalf of the below-named Bidder, I understand that I may not withdraw this Bid for the period of time specified in the Bid Package. I further understand that the District reserves the right to reject all Bids.

- 5. In the event that the below-named Bidder is awarded the Contract, I have attached two signed copies of the Contract with this Bid; I hereby acknowledge and agree to all the District's terms and conditions set forth in the Contract, the General Conditions, and other. components of the Bid Package; and confirm that the below-designated company will be responsible for the Work contemplated hereunder.

- 6. The undersigned acknowledges receipt of and has thoroughly examined any and all addenda issued for this Bid Package, which addenda include the following:

Addendum No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum

"Bidder"

Sysco Ventura, Inc.

Company Name (as registered with California Secretary of State)

Jennie Calzada de Anda

Printed Name of Authorized Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

BIDDER'S CHECKLIST

RFP 21-03-09-1

FROZEN ENTREES, SIDES, DRY GOOD, DESSERTS

The following documents must be included in Bidder's sealed Bid, and submitted to the Child Nutrition Services Department, 5297 Maureen Lane Moorpark, CA 93021 on or before the Bid Deadline.

NOTE: This checklist is provided as a courtesy to Bidders. It is the Bidder's responsibility to carefully review this Bid Package and ensure that all items required in the Bid are timely and properly submitted. In no event shall the District be liable for any errors or omissions in this checklist.

Check below to indicate that the documents are included in your bid package

- 1. Bidders Checklist
- 2. Bid Form
- 3. Product Quotation Sheets (completed by Bidder)
- 4. Bidder Questionnaire
- 5. Reference Form (complete for 3 references)
- 6. Piggyback Clause
- 7. Contract for Food and Grocery Products (2 signed copies)
- 8. Non-Collusion Declaration
- 9. Certification Regarding Drug-Free Workplace
- 10. Certification Regarding Alcohol-Free and Tobacco-Free Campus Policy
- 11. Certification Regarding Workers Compensation
- 12. Buy American Certification
- 13. Iran Contracting Act Certification of Eligibility to Bid for Contracts
- 14. Disclosure of Lobbying Activities
- 15. Nutritional Information (hard copy or electronic format)

DISTRICT FACT SHEET

1. Deliveries. Deliveries shall be made to the designated loading/unloading location at the following school sites, as requested by the District. All deliveries must be made during the specified receiving hours.

School	Address	Receiving Hours
District Office	5297 Maureen Lane Moorpark, CA 93021	7:00 AM-1:30 PM. Monday-Friday
Moorpark High School	4500 Tierra Rejada Dr Moorpark, CA 93021	7:00 AM-12:30 PM. Monday-Friday

2. Invoicing. Send all invoices, referencing Moorpark Unified School District purchase order number, to: Child Nutrition Department, 5297 Maureen Lane Moorpark, CA 93021

3. Modifications; Revisions. The District reserves the right to update the receiving hours, school site addresses or District office address, or other information in this District Fact Sheet by written notice.

CONTRACT FOR FOOD AND GROCERY PRODUCTS

THIS CONTRACT FOR FOOD AND GROCERY PRODUCTS (this “Contract”) is made and entered into as of this _____ day of _____, 2021 (the “Effective Date”), by and between Moorpark Unified School District, a political subdivision of the State of California (the “District”) and _____, a Sysco Ventura, Inc _____ (the “Vendor”). District and Vendor are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the District is an K-12 school district located in the County of Ventura (the “County”) and the State of California (the “State), which provides K-12 public education to nearly Six thousand (6,000) students in six elementary, two middle schools; and one high School

WHEREAS, the District competitively bid that certain Bid Package, identified by RFP 21-03-09-1, Frozen Entrees, Sides, Dry Goods, Desserts, pursuant to which the District sought responsive, responsible bidders to bid on the sale, delivery, and unloading of various grocery and food products (the “Work”) to District schools; and

WHEREAS, the Vendor submitted a timely bid to the District, and the District determined that Vendor was the lowest responsive, responsible bidder; and

WHEREAS, in other parts of the Bid Package, Vendor may be referred to as the “Bidder;”

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the Bid Package.
2. Work. The Work, which is further described and set forth in the Bid Package, involves the sale, delivery, and unloading of various grocery and food products to the District. The Vendor agrees to perform the Work, including, but not limited to, providing the service or services, and the item or items set forth in the Contract Documents, inclusive of all transportation, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Contract Documents at the price or prices set forth in the Bid. The District shall not be

responsible for the care or protection of any property, material, or parts ordered pursuant to the Contract before date of delivery to the District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3 Contract Documents. This Contract is one part of the entire agreement between the Parties regarding the Work. The entire Contract consists of this Contract and the Contract Documents, as may be amended from time to time by mutual written agreement of the Parties. The Contract Documents include the following documents:

- the Notice to Bidders;
- the Instructions to Bidders;

- the General Conditions;

- the District Fact Sheet;
 - the remaining components of the Bid Package, inclusive of any addenda;

 - the entire accepted Bid, including, but not limited to, the following completed documents: the Bid Form, the Product Quotation Sheets, the Questionnaire, the Piggyback Clause, the Non-Collusion Declaration, the Prompt Payment Discount form; the Drug-Free Workplace Certification, the Worker’s Compensation Certification, the Buy American Certification, the Iran Contracting Act Certification, the Disclosure of Lobbying Activities, and the Nutritional Information Sheets; and

- any orders placed by the District.

The Contract Documents are incorporated herein by reference. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

4. Term. The term of this Contract shall be July 1, 2020 through June 30, 2021. The Contract may be extended for up to two (2) additional years upon mutual

written agreement of the Parties. Notwithstanding the foregoing, this Contract shall be subject to early termination as set forth in Paragraph 8 hereof.

5. Commencement of Services; Time of Completion. Vendor shall begin performance of the Contract promptly upon full execution of the Contract, subject to approval of the Contract by the District's Board of Trustees, and the District's subsequent notice to proceed or placement of orders. Vendor shall completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.

6. Representations and Warranties. In addition to any other representations and warranties set forth in this Contract or elsewhere in the Contract Documents, Vendor hereby represents and warrants to District that:

- Vendor is a properly formed business entity currently authorized and qualified to conduct business in the State of California and the County of Ventura, and Vendor will remain in good standing in the State of California and the County of Ventura for the entire term of this Contract.

- Vendor has carefully examined the Contract and the Contract Documents, is familiar with the Work, and has the expertise, personnel, and resources to timely and properly conduct the Work.

- Vendor has the right, power, and authority to enter into this Contract, and to perform its obligations hereunder. The person executing this Contract on behalf of Vendor has the right, power, and authority to bind Vendor to this Contract.

- This Contract constitutes the legal, valid, and binding obligation of Vendor enforceable against Vendor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Contract does not violate any provision of any material agreement or document to which Vendor is a party or by which Vendor is bound.

- There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Vendor's knowledge, threatened against Vendor arising out of or concerning Vendor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Vendor's knowledge, threatened against Vendor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Vendor are made as of the Effective Date and shall survive the term of this Contract for a period of three (3) years. Vendor shall be in material default if Vendor is unable to make the representations and warranties hereunder as of the Effective Date.

7. Event of Default. The following shall be considered an event of default by Vendor (each an "Event of Default"): (a) Vendor fails to perform its obligations in a timely manner, including failing to timely deliver products to District; (b) Vendor fails to timely deliver products to the correct District location; (c) Vendor fails to deliver the correct products;
- (d) Vendor fails to deliver products at the quoted prices; (e) the products delivered by Vendor are inferior to those provided in samples or demonstrations, or otherwise inferior to the standards set forth by District; (f) Vendor fails to obtain and carry for the length of the Contract the required insurance with at least the minimum limits and mandatory endorsements; (g) Vendor is unable to truthfully make the required representations and warranties under the Contract Documents;
- (h) Vendor provided District with any false, misleading, or inaccurate information in its Bid or otherwise; (i) Vendor has an actual or perceived conflict of interest under the Contract Documents; or (j) Vendor refuses or fails to perform any part of its obligations under the Contract or the Contract Documents.

8. Termination.

- Termination for Cause. If there is an Event of Default, then the District may, without further notice or demand, cancel and rescind this Contract. In the event that District purchases the goods, supplies, or services contemplated hereunder elsewhere, the District shall be entitled to hold the Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of the Vendor in performing any of the terms and conditions of this Contract; it being specifically provided and agreed that time shall be the essence of this Contract. The foregoing provisions are in addition

to and not in limitation of any other rights or remedies available to the District.

Termination for Convenience. The District may terminate this Contract at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination for convenience, Vendor shall be entitled to no further compensation or payment of any type from the District other than payments for goods or services satisfactorily rendered prior to the effective date of said termination

9. Dispute Resolution. Any dispute or claim arising out of the Contract or any resulting transaction shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other similar proceeding. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract Documents and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief.
10. Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of the Contract, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.
11. No Assignment. Neither Party shall assign this Contract or its rights and obligations hereunder without the other Party's prior written consent. Subject to the foregoing, all the provisions of this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. Severability. If any provision of this Contract shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Contract shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
13. Gender and Number. In this Contract the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.
14. No Waiver. The waiver by one Party of the performance of any covenant, condition, or promise, or of the time for performing any act, under this Contract shall not invalidate this Contract nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required, under this Contract. The exercise of any remedy provided in this Contract shall not be a waiver of any remedy provided by law, and the provisions of this Contract for any remedy shall not exclude any other remedies unless they are expressly excluded.
15. Amendments. No addition to or modification of any term or provision of this Contract shall be effective unless set forth in writing and signed by the Parties.
16. Incorporation of Contract Documents. The Contract Documents are incorporated herein by reference.
17. Time is of the Essence. Time is of the essence of each and every provision of this Contract. Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If any date or time period provided for in this Contract is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.
18. Additional Requirements under Federal Law (2 C.F.R. § 200.236).
 - Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); agrees to report any violation thereunder to the District; and understands and agrees that the District will in turn report each violation as required to assure notification to the proper federal authorities.
 - Vendor represents and warrants that Vendor, its principals, and its affiliates are not listed on the government-wide exclusions in the System for Award Management, which lists the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than applicable executive orders. Vendor must comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, and must include a requirement to comply with these provisions in any lower tier covered transaction which Vendor enters. This certification is a material representation of fact relied upon by District. If it is later determined that Vendor did not comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, in addition to remedies available to the District, the federal government may pursue additional remedies against Vendor.

Vendor further represents and warrants that Vendor has filed the certification required under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which specifies that Vendor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352, and that Vendor has disclosed any lobbying with non-federal funds that takes places in connection with obtaining any federal award. This certification is a material representation of fact upon which the District relied when entering into this Contract. Any person who fails to file the required certifications is subject to penalty under applicable law.

19. Compliance with Laws. All of the Work performed under this Contract by Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California; the ordinances, rules, and regulations of the County of Ventura and City of Oxnard; and the policies of the District, as applicable.
20. Governing Law; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding related to enforcement or interpretation of this Agreement shall be the County of Ventura.
21. Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom

without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF transmitted by email, provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

“Vendor”

Sysco Ventura, Inc.

[Company Name]

Signature of Provider

Jennie Calzada de Anda, Contracts and Bids Manager

Printed Name and Title

District” Moorpark Unified School District

Lynn Davis Assistant Superintendent,
Business Services

seq	ESTIMATE D USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMOD ITY MFFS Price
1					LOT 1ENTREES BREAKFAST					
2	20	4743867	72 / 3.6OZ	BUENVST	CAKE CRUMB APPLE CINN WG IW	92236	BUENA VISTA FOODS	NO BID	NO BID	
3	20	1359902	70 / 3.4OZ	SUPBKRY	BREAD BANANA SLICE	6071	SUPER BAKERY INC	\$42.67		
4	50	3073816	84 / 2.5 OZ	LUPITAS	BREAD PAN DULCE VARIETY 1450	1450	J LORD FOOD SALES	\$38.87		
5	50	1898891	96 / 1.42OZ	GM	BREAKFAST BAR COCOA PUFFS	45577000	GENERAL MILLS	\$25.91		
6	50	1898929	96 / 1.42OZ	GM	BREAKFAST BAR FRUITY CHEERIOS	31912000	GENERAL MILLS	\$25.91		
7	150	7057341	72 / 2.5 OZ	LOSCABO	BURRITO BKFST EGG/CHS/SAUG/PO	97869	M C I FOODS INC	\$39.21	\$36.68	
8	20	3909209	120 / 3.4 OZ	LOSCABO	BURRITO BACON/EGG/CHEESE IW	98336	M C I FOODS INC	\$78.02	\$71.61	
9	20	2116012	96/3.5 OZ	FRNANDO	BURRITO BRKFST EGG SAUS IW	5821	FOSTER POULTRY FARMS	\$56.12	\$53.10	
10	20	2460612	72 / 4.0 OZ	BUENVST	CAKE COFFEE WHL GRAIN I.W.	90040	BUENA VISTA FOODS	\$38.59	\$37.39	
11	150	4119723	96 / 1 OZ	GM	CEREAL CINNAMON TST CRUN BWLP	11815000	GENERAL MILLS	\$21.74		
12	100	1913066	96 / 1.063Z	GM	CEREAL COCOA PUFFS BWLPK 25%LS	31888000	GENERAL MILLS	\$20.22		
13	40	0444606	96 / 1 OZ.	KELLOGG	CEREAL FROSTED FLAKES RDUC SUG	3800054998	KELLOGG FOOD AWAY FROM HOME	\$26.98		
14	50	1310768	4 / 50 OZ	GM	CEREAL GRANOLA OATS N HNY	16000-37854	GENERAL MILLS	\$42.02		
15	20	3159631	144 / 1 OZ	FIELDST	CEREAL GRANOLA SNGL	9788	MCKEE FOODS CORPORATION	\$40.16		
16	20	5594023	96 / 1 OZ	HOSPTLY	CEREAL RICE CRISP BWLPK	71923-76195	GILSTER-MARY LEE CORPORATION	\$20.44		
17	150	4119723	96 / 1 OZ	GM	CEREAL CINNAMON TST CRUN BWLP	11815000	GENERAL MILLS	\$21.74		
18	20	2354302	72/2.2 OZ	ROSNSHR	TOAST CINNAMON WHL GRAIN IW	CT15120W	ROSE & SHORE	\$39.30		
19	40	7053071	88/3 oz	BAKCRFT	TOAST FRENCH STK WG IW	456	BAKE CRAFTERS FOOD COMPANY	\$48.11		
19.1	40	7148897	110 / 2.9OZ	SUNFRSH	TOAST FRENCH WG CINN GLZD IW	110034440	CARGILL KITCHEN SOLUTIONS INC	\$56.07	\$52.71	
20	20	4044533	96 / 1 OZ	GM	CEREAL GOLDEN GRAHAM BWLPK	0	GENERAL MILLS	\$21.74		
21	5	2177584	96 / 1 OZ	GM	CEREAL CHEERIO GF BWLPK	32262000	GENERAL MILLS	\$21.74		
22	20	0139610	72 / 2.29OZ	PILLSBY	ROLL CINN MINI CINNI	133686000	GENERAL MILLS	\$31.12		
23	175	4386712	72 / 3.17OZ	PILLSBY	PANCAKE MAPLE BURST MINI W/G	137732000	GENERAL MILLS	\$28.27		
24	125	7024301	120 / 3.2OZ	BUENVST	MUFFIN CHOC CHIP/SWT POTATO WG	63218	BUENA VISTA FOODS	\$45.66	\$44.53	
25	20	0661383	48 / 4.15OZ	ROSNSHR	MUFFIN ENG EGG/CHEESE/TKY HAM	SSU248WC	ROSE & SHORE INC	MFFS		\$45.27
26	20	6690675	4 / 50 OZ	NAT VLY	CEREAL GRANOLA OATSN HNY BLKP	27111000	GENERAL MILLS	\$37.63		
27	20	1159508	24/45 CT	KRSTEAZ	PANCAKE HT&SRV MINI	8615180120	CONAGRA FROZEN FOODS	\$48.93		
27.1	20	4386712	72 / 3.17OZ	PILLSBY	PANCAKE MAPLE BURST MINI W/G	137732000	GENERAL MILLS	\$28.27		
28	45	0656094	1 / 128 CT	TONYS	PIZZA SAUSAGE BKFST WG	63912	SCHWANS FOOD SERVICE	\$46.91	\$40.18	
29	30	0445088	120 / 1.76OZ	KELLOGG	POP TART FR CINN WHL GRN 1CT	3800055122	KELLOGG FOOD AWAY FROM HOME	\$38.53		
30	30	0445062	120 / 1.69OZ	KELLOGG	POP TART FR STRWBRY WHL GR 1CT	3800055130	KELLOGG FOOD AWAY FROM HOME	\$38.53		
31	5	5654425	12 / 50CT	JENNIEO	BACON TURKEY PRCKD CRISPY	2711-06	JENNIE O TURKEY STORE INC	\$88.25	\$80.53	
32	5	6515316	160 / 1.025Z	JENNIEO	TURKEY SAUSAGE LINK CKD 1OZ CN	6140	JENNIE O TURKEY STORE INC	\$38.78	\$28.01	
33	5	7042716	160 / 1.025Z	JENNIEO	TURKEY SAUSAGE PTY PRCKD C.R.	6132	JENNIE O TURKEY STORE INC	\$38.78	\$28.02	
34	20	1974942	96 / 1 OZ	GM	CEREAL RICE CHEX GLTN FR BWL	31921000	GENERAL MILLS	\$21.74		
35	10	8304593	72/2.9OZ	SUPBKRY	BUN CINNAMON BKD WHL WHEAT	6070	SUPER BAKERY INC	\$33.53		
36	225	4388856	200 / 1 OZ	MRSBWTH	SYRUP PANCAKE CUP	78004632	KRAFT HEINZ FOODS COMPANY	\$23.43		
36.2	225	2636690	100 / 1 OZ	FLVFRSH	SYRUP TABLE CUP	70813	DIAMOND CRYSTAL SALES LLC	\$12.53		
37	150	2173365	72 / 2.47OZ	PILLSBY	WAFFLE MAPLE MADNESS MINI	132265000	GENERAL MILLS	\$28.00		
38	20	8617316	9 / 24 CT	KRSTEAZ	WAFFLE BLGN STK WHL GRN .77OZ	068615140333	CONAGRA FROZEN FOODS	\$39.81		
39	20	4386712	72 / 3.17OZ	PILLSBY	PANCAKE MAPLE BURST MINI W/G	137732000	GENERAL MILLS	\$28.27		
40	20	2093650	72 / 2.65OZ	EGGO	WAFFLE MINI MAPLE	3800092315	KELLOGG FOOD AWAY FROM HOME	\$31.21		
41	20	7150530	144 / 1.2 OZ	KRSTEAZ	PANCAKE PLAIN ORG 144 CT	8615120086	PINNACLE FOODS GROUP LLC	\$21.02		
41.1	20	8617575	144 / 1.2 OZ	CMI	PANCAKE GRAIN WHL 3.75	8615180370	CONAGRA FROZEN FOODS	\$22.35		
42	40	3191680	96/1 OZ	KELLOGG	CEREAL APPLE JACKS RED SUG PCH	3800011469	KELLOGG FOOD AWAY FROM HOME	\$27.18		
43										
44										

seq	ESTIMATE D USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMODITY MFFS Price
45										
46										
47	LUNCH									
48	40	6947550	100 / 3 OZ	USDA FP	STEAK GRILL STEAK BEEF SMKY	10000096170	ADVANCE PIERRE FOODS	\$82.63	\$25.56	
49	48	4788373	72 / 6.54OZ	DON LEE	BEEF HAMBURGER W/CHS IW TWINPK	QCB655	DON LEE FARMS	MFFS		\$50.46
50	10	7150134	72 / 3.88OZ	PILLSBY	BREAD CHEESE PULL APART SW	18000-12316	GENERAL MILLS	\$55.02		
51	5	5386117	4 / 12 CT	GRDNBRG	PATTY VEG VEGGIE BURG CN	8405971116	KELLOGG FOOD AWAY FROM HOME	\$41.61		
52	20	1663690	48 / 5.2OZ	LOSCABO	BURRITO BEAN CHDR CHS	67576	M C I FOODS INC	\$30.30	\$27.55	
53	55	3904457	80 / 5.30OZ	MICHL B	BURRITO BEAN CHSE GRN CHLI I/F	BCB500	BESTWAY SANDWICHES INC	\$66.31	\$57.18	
54	20	2255869	60 / 5 OZ	FRNANDO	BURRITO CHICKEN CHES WHL GRAIN	5213	FOSTER POULTRY FARMS	\$43.62	\$40.19	
55	30	1663690	48 / 5.2OZ	LOSCABO	BURRITO BEAN CHDR CHS	67576	M C I FOODS INC	\$30.30	\$27.55	
56	20	2355459	96 / 5.2	LOSCABO	BURRITO BEAN & CHS GRN CHL WG	97580	M C I FOODS INC	\$65.18	\$59.69	
57	300	7056780	80 / 5.5 OZ	BUENVST	CALZONE CHEESE THREE WG RF	50231	BUENA VISTA FOODS	\$72.83	\$56.03	
58	10	0556670	6 / 5LB	LOL	CHEESE AMER 160 SLI YEL	46255000034500	LAND O LAKES	\$62.92	\$23.83	
59	5	0557074	4 / 5LB	LOL	CHEESE MILD CHEDDAR SHRED	41749000034500	LAND O LAKES	\$50.26	\$14.35	
60	1	2433415	4 / 5 LB	AREZIMP	CHEESE PARM SHRD FANCY USA	1006618	SAPUTO CHEESE USA INC	\$73.97		
61	500	7063361	168 / 10Z	LOL	CHEESE STRING LITE	59703000034500	LAND O LAKES	\$33.43	\$14.58	
62	5	8416705	54 / 3 OZ	TYSONRL	CHICKEN BRST GRL PCK SEL NAE	10383500928	TYSON FOODS POULTRY	\$40.56	\$29.95	
63	10	8415109	40 / 4 OZ	TYSONRL	CHICKEN BRST GRL MRK PCK NAE	10383510928	TYSON FOODS POULTRY	NO BID		
64	250	1837461	4 / BAGS	TYSON	CHICKEN CHUNK CKD BRD WHL GRN	10703640928	TYSON FOODS POULTRY	\$56.50	\$42.88	
65	175	2746405	1 / 30 LB	TYSON	CHICKEN DRUMSTICK BRD FC	16660100928	TYSON FOODS POULTRY	\$83.80	\$61.81	
66	25	7007443	6 / 5 LB	TYSON	CHICKEN DRUMSTICK GLZD CKD	026435-0928	TYSON FOODS POULTRY	\$79.91	\$56.47	
67	50	2155881	6 / 25 PCS	TYSON	CHICKEN PTY FRT HOT&SPCY WHLGR	10703140928	TYSON FOODS POULTRY	\$57.20	\$42.95	
68	250	3163753	6 / 5 LB	TYSON	CHICKEN PTY WHL GRAIN KRISP/CR	10038570928	TYSON FOODS POULTRY	\$58.12	\$40.33	
69	25	2188045	4 / BAGS	TYSON	CHICKEN TENDER WHL GRN FC CN	10703320928	TYSON FOODS POULTRY	\$103.58	\$71.79	
70	50	1837461	4 / BAGS	TYSON	CHICKEN CHUNK CKD BRD WHL GRN	10703640928	TYSON FOODS POULTRY	\$56.50	\$42.88	
71	20	4335889	6 / 5.15LB	TYSON	CHICKEN BRST STRIP BRD WGN PCK	703322-928	TYSON FOODS POULTRY	\$108.08	\$76.80	
72	50	2155830	1 / 32.79L	TYSON	CHICKEN POPCORN WHL GRN FC	10703680928	TYSON FOODS POULTRY	\$57.76	\$43.51	
73	25	2155947	4 / BAGS	TYSON	CHICKEN POPCORN HOT&SPCY WHLGR	10703780928	TYSON FOODS POULTRY	\$57.73	\$43.48	
74	100	1193622	24 / 5OZ	POSADA	CHIMICHANGA CHKN IW 5Z	4150165	AJINOMOTO FOODS N. AMERICA INC	\$26.72		
75	50	3121910	80 / 1.8 OZ	ROMERO	CHIP TORTILLA TRI WHT CORN	581810	ROMERO'S FOOD PRODUCTS INCORPO	\$19.79		
76	50	9550666	6 / 2 LB	CASACLS	CHIP TORTILLA WHT CORN TRI	8424	MISSION FOODS CB	\$17.56		
77	425	1971911	2 / 5LB	SYS CLS	CORN DOG CHKN MINI WHL GRN CN	71911	FOSTER POULTRY FARMS	\$23.27		
78	50	7109973	48 / 4 OZ	TYSON	CORN DOG CHICKEN WHL GRN	10363650928	TYSON FOODS POULTRY	\$27.95	\$21.08	
79	25	3491059	60 / 1 OZ	CHEEZIT	CRACKER CHEDDAR WHL GRAIN ORIG	2410010480	KELLOGG FOOD AWAY FROM HOME	\$13.21		
80	25	6599405	300 / .75 OZ	PEPFARM	CRACKER GOLDFISH WHL GRAIN	140018105	CAMPBELL FOOD SERVICE CO	\$56.51		
81	25	8344303	210 / 1 OZ	KEEBLER	CRACKER GRAHAM SCOOPY CINN ST	3010050689	KELLOGG FOOD AWAY FROM HOME	\$43.03		
82	75	2997975	4 / 2.5 LB	FRSHGRM	CROUTON CHEESE/GARLIC WHL GRN	74581	SUGAR FOODS	\$23.94		
83	20	3907898	60 / 4 OZ	MICHL B	SANDWICH DBL DOG CHKN IW	DD400	BESTWAY SANDWICHES INC	\$50.66		
84	5	7033374	12/12CT	ABBTSFD	EGG HARD COOKED & PLD FRSH C	14616-60676-00	MICHAEL FOODS	\$28.18	\$20.09	
85	450	7546520	1/14 LB	LINGS	ENTREE CHICKEN ORG POPCRN	00072-5	OUT OF THE SHELL	\$21.10		
86	165	3658917	6 / 5 LB	LOL	ENTREE MACARONI & CHS WHLGRN	43292000034500	LAND O LAKES	\$55.00	\$39.32	
87	110	3116754	4 / 5LB	JENNIEO	FRANK TURKEY 8/LB	612620	JENNIE O TURKEY STORE INC	\$64.35	\$41.75	
88	20	1960473	1 / 10 LB	BRKBUSH	CHICKEN BRST STRIP FC GLTN FR	5810	BRAKEBUSH BROTHERS INC	\$33.81		
89	20	1838414	110 / 4.30OZ	TASTY B	LASAGNA CHEESE VEG WHL GRN RO	00821WG	TASTY BRANDS LLC	\$76.60	\$61.42	
90	20	7133398	36 / 9 OZ	YANGS	BOWL RICE ORANGE CHICKEN	852724166681	OUT OF THE SHELL LLC	\$65.90	\$62.67	
91	20	2018653	960 / .5OZ	ADVANCE	MEATBALL BEEF CKD .5 OZ CN	10000011750	ADVANCE PIERRE FOODS	\$96.64	\$33.76	
92	20	2018653	960 / .5OZ	ADVANCE	MEATBALL BEEF CKD .5 OZ CN	10000011750	ADVANCE PIERRE FOODS	\$96.64	\$33.76	

seq	ESTIMATE D USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMODITY MFFS Price
93	5	3593409	2 / 10 LB	BARILLA	PASTA ROTINI 100% WHL GRAIN	1000013341	BARILLA AMERICA INC	\$19.10		
94	550	2391201	1 / 72CT	BOSCOS	PIZZA STICK WHL GRAIN 7	702372-1120	TYSON FOODS POULTRY	\$39.20	\$32.80	
95	20	0664021	60 / 5.20OZ	TONYS	PIZZA FRENCH BREAD CHS	78356	SCHWANS FOOD SERVICE	\$44.78	\$38.09	
96	20	1427853	1 / 60CNT	TONYS	PIZZA CHEESE I/W FRNCHBRD 6	78361	SCHWANS FOOD SERVICE	\$48.90	\$48.90	
97	20	TBD MPC789	84/5.45OZ	TONYRBT	Chs Lnch Pizza Bagel IW	78951	THE TONY ROBERTS COMPANY INC	\$82.69	\$63.30	
98	20	7820309	84/5.45OZ	TONYRBT	BAGEL PIZZA CHEESE BULK	78952	THE TONY ROBERTS COMPANY INC	\$79.39	\$60.00	
99	20	7001023	72 / 5.49OZ	WLDMIKE	PIZZA CHEESE RND FRBK 8CUT WG	20311	SA PIAZZA & ASSOCIATES LLC	\$66.40	\$49.50	
100	20	1529623	64 / 6.02OZ	WLDMIKE	PIZZA PEPPERONI WHL GRAIN 51%	20310	SA PIAZZA & ASSOCIATES LLC	\$67.66	\$52.96	
101	20	1925193	221 / 2.17OZ	TASTY B	PASTA RAVIOLI CHS WHL GRN MINI	00834WG	TASTY BRANDS LLC	\$80.79	\$70.97	
102	35	7030518	72 / 4.19OZ	HOTOFFG	SANDWICH CHEESE GRLD WG RF IW	108000	INTEGRATED FOOD SERVICE	\$62.30	\$46.14	
103	40	2322109	96 / 4.7OZ	ADVANCE	SANDWICH CHEESEBURGER MINI 2PK	10000011710	ADVANCE PIERRE FOODS	\$99.71	\$71.87	
104	35	3441407	72 / 5.3 OZ	SMUCKER	SANDWICH PEANUT BUTR GRAPE	5150021027	JM SMUCKER CO	\$69.24	\$63.45	
105	35	3441395	72 / 5.3 OZ	SMUCKER	SANDWICH PEANUT BUTR STRAW	5150021028	JM SMUCKER CO	\$72.62	\$66.83	
106	40	2464704	96 / 2.8 OZ	SUNWSFD	SANDWICH SUNFLOWER BTR/JELLY	12228	JSB INDUSTRIES	\$67.77		
107	20	0078673	72 / 2.4 OZ	ALBIES	SANDWICH STFD SOY NUT JAMMER	607	ALPINE FOOD DIST CO INC	\$47.94		
108	20	2223453	72 / 2.6OZ	SMUCKER	SANDWICH PEANUT BTR&GRAPE WH	5150006960	JM SMUCKER CO	\$38.17	\$35.27	
109	20	2223465	72 / 2.6OZ	SMUCKER	SANDWICH PEANUT BTR&STW WHEA	5150006961	JM SMUCKER CO	\$39.85	\$36.95	
110	10	3508835	10/20 CT	ROMERO	SHELL TOSTADA	306620	ROMERO'S FOOD PRODUCTS INCORPO	\$22.02		
111	20	6155053	60 / 4OZ	POCKET	TACO POCKET TRKY NADA I/W	6BTT480W	BELL TASTY FOODS INC	\$40.81		
112	10	4102105	12 / 4 CT	DELREAL	TAMALE CHICKEN IN GREEN SAUCE	783	DEL REAL FOODS	\$46.85		
113	20	1708518	60/4.5 OZ	POCKET	PIZZA POCKET TRKY NADA BULK	PIZZANADA2B12B	BELL TASTY FOODS INC	\$42.94		
113	20	1710368	60/4.5 OZ	BELLTSY	PIZZA TURKEY NADA I.W.	PIZZANADA2B12W	BELL TASTY FOODS INC	\$44.62		
114	60	TBD: mpc 6TP	60/5 OZ	POCKET	PIZZA POCKET TRKY NADA BULK	6TP100B	BELL TASTY FOODS INC	\$43.61		
114	60	TBD: mpc 6TP	60/5 OZ	POCKET	PIZZA POCKET TRKY NADA IW	6TP100W	BELL TASTY FOODS INC	\$45.29		
115	20	3804301	1 / 72 CT	TASTY B	SANDWICH CROISSANT HAM/CHS IW	70076	TASTY BRANDS LLC	\$77.86	\$71.44	
116										
117										
118										
119										
120	LOT 3 SIDES									
121										
122	1	5844220	6 / #10	CASACLS	BEAN BLACK	CSO-ADB-0610	TEASDALE QUALITY FOODS	\$25.39		
123	1	4062337	6 / #10	SYS CLS	BEAN GARBANZO FCY NO SULFITE	4062337	TEASDALE QUALITY FOODS	\$24.18		
124	1	4014973	6 / #10	SYS CLS	BEAN KIDNEY DARK RED	DA-0610	TEASDALE QUALITY FOODS	\$27.72		
125	20	9714387	6 / 5 LB	MCCAIN	POTATO FRY WDG SKON 8CUT SPCY	MCX03626	MCCAIN FOODS USA INC	\$21.88	\$14.72	
126	20	0013553	6 / 5LB	ORE IDA	POTATO TATER TOT VERSITOT	OIF00215A	MCCAIN FOODS USA INC	\$18.48	\$11.32	
127	5	7333503	6 / 5.75LB	HEINZ	PICKLE CHIP DILL C/C POUCH PAK	130006582000	KRAFT HEINZ FOODS COMPANY	\$27.48		
128	20	0013553	6 / 5LB	ORE IDA	POTATO TATER TOT VERSITOT	OIF00215A	MCCAIN FOODS USA INC	\$18.48	\$11.32	
129	20	0315335	12 / 26.5OZ	BASICAM	POTATO MASHED PEARL LOW SOD V	10426	BASIC AMERICAN FOODS	\$42.66	\$34.39	
130	20	3171228	144 / 1.96OZ	BAKCRFT	BREADSTICK GARLIC	1637	BAKE CRAFTERS FOOD COMPANY	\$36.60		
131	20	2451243	1 / 25 LB	UNC BEN	RICE BROWN WHOLE GRAIN	12111	MARS FOOD US LLC	\$28.49		
132	DESSERTS									
133	1	9678863	72/1.5 OZ	SUPBKRY	CUPCAKE WHITE ICING	9489	SUPER BAKERY INC	\$29.81		
134	1	2322685	72/1.5 OZ	SUPBKRY	CUPCAKE CHOC WG 30-10-30	9488	SUPER BAKERY INC	\$29.88		
135	35	7002671	96 / 2 OZ	BUENVST	BROWNIE CHOC WG LOW FAT IW	82220	BUENA VISTA FOODS	\$37.50		
136	20	4603201	120 / 1.3 OZ	BUENVST	BROWNIE CHOC WG LOW FAT IW	83330	BUENA VISTA FOODS	\$37.50		
137	20	3145952	140 / 1.20OZ	FAT CAT	COOKIE SNICKERDOODLE WG IW	WGSC140-1SW	FAT CAT SCONES	\$38.05		
138	200	3056597	120 / 1.5 OZ	BUENVST	COOKIE CHOC CHIP CLR IW WG RF	79015	BUENA VISTA FOODS	\$35.60		

seq	ESTIMATE D USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMOD ITY MFFS Price

April 16, 2021



**Sysco Food Service of
Ventura
3100 Sturgis Road
Oxnard, CA 93030
805-205-7807**

sysco.com

Thank you for allowing Sysco Ventura the opportunity to bid on RFP 21-03-29-1.
SYSCO Ventura has added the following to the proposal sheet of this RFP.

In the case of a Contract Extension, Sysco reserves the right to adjust the pricing annually at Anniversary of contract. Price adjustments may be requested, along with manufacturer documentation, and is implemented pending mutual consent.

Force Majeure Clause

The parties to this 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, unusually severe weather, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

In addition, there is a 15 case delivery minimum for orders.

If you have any questions, please feel free to contact me (805) 205-7811.

Sincerely,

Jennie Calzada de Anda
Contracts and Bids Manage

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sysco Los Angeles, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 20701 E. Currier Road</p> <p>6 City, state, and ZIP code Walnut, CA 91789</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
7	6	-	0	2	5	4	4	0	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/3/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

The Board of Education is requested to approve the updated job description for Director of Performing Arts.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie____

Rationale:

Monrovia Unified School District's Arts curriculum challenges and inspires students through exemplary programs in music, art, theater, and dance, enabling them to reach their artistic, creative, and expressive potential. Under the direction of the Deputy Superintendent, the Director of Performing Arts provides leadership and program management in the implementation of a TK-12 instructional program in dance, media arts, music, theater, and visual arts, based on the District's long-range plan for arts education.

Background:

Additional Information:

A copy of the updated job description is attached.

ATTACHMENTS

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

MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: DIRECTOR OF PERFORMING ARTS

DIVISION: Certificated Management

REPORTS TO: Deputy Superintendent

Monrovia Unified School District serves students in a diverse city with a rich history. Many families have lived in the community for several generations.

BRIEF DESCRIPTION OF POSITION

Under the direction of the Deputy Superintendent, the Director of Performing Arts provides leadership and program management in the implementation of a TK-12 instructional program in dance, media arts, music, theater and the visual arts, based on the District's long-range plan for arts education.

DISTINGUISHING CHARACTERISTICS:

This position requires expertise in the administration, coordination, organization and direction of the planning, development, implementation and maintenance of the District's arts instructional programs. This position performs the duties of a resource specialist for professional and technical personnel in the specified programs, provides leadership for professional staff to facilitate the arts instructional programs, assesses and determines program needs, implements program objectives and serves as a liaison with other agencies.

ESSENTIAL RESPONSIBILITIES:

- Establishes, implements and oversees the District's long-range plan for arts education.
- Develops and manages the District-wide budget for arts education program initiatives and maintains records to track and monitor internal and external resources.
- Establishes a cooperative relationship with key administrative offices at the District, including business services office, to identify internal resources that can support the implementation of the plan.
- Assists with the development of, or documentation supporting, funding proposals

seeking external sources supporting arts education programming in collaboration with local partners.

- Provides regular reports to the School Board, administration, principals, teachers, etc. as determined by the Deputy Superintendent.
- Evaluates progress based on benchmarks identified in the long-range plan for arts education.
- Supervises the implementation of arts education program initiatives.
- Plans, coordinates, documents and executes professional development in the arts for administrators, teachers, assigned personnel, parents, etc., in alignment with VAPA standards, curricula and assessment.
- Monitors the acquisition and maintenance of textbooks, supplies, equipment and facilities and maintains an updated inventory of all items related to the arts.
- Surveys and maintains current data on the status of arts education programming at school sites (provided by District or community).
- Serves as liaison between District and community arts resources and signature events.
- Serves as liaison to organizations that utilize our facilities for artistic purposes and special events.
- Oversees the scheduling of artist residencies and other community programs to ensure programs support the implementation of the District's long-range plan.
- Provides leadership in effectively communicating the District's goals in arts education within the District as well as the larger community.
- Coordinates with the District Public Information Officer in disseminating information on the District's arts education plan and highlighting student and/or teacher involvement in the arts.
- Maintains good working relationships and keeps District, District arts providers, and other key stakeholders informed of initiatives.
- Establishes, maintains and updates the Arts Education section of the District's website with information appropriate for administrators, teachers, parents, community groups and others interested in the arts.
- Provides accurate information to the community about District needs and progress in implementing its long-range plan for arts education. Identifies and oversees the staffing needs for part-time technical, front-of-house and security personnel staff.
- Interface with the Director of Operations to go over events and logistics.
- Maintains records, submits reports, accounts for monies and property and performs all other obligations mandated by law, Board Policy or Administrative Directive.
- Maintains open lines of communication with the Deputy Superintendent.
- Attends Board of Education meetings.
- Maintains a collaborative working relationship with local partners furnishing candidates for open positions.
- Write grants and/or complete applications for county, state and federal funding proposals/resources.

- Performs other tasks and assumes other responsibilities that may be assigned by the Deputy Superintendent.

KNOWLEDGE AND ABILITIES:

- Has the talent to (a) envision world-class schools; (b) communicate that vision; and (c) lead others to make that vision a reality.
- Principles, trends, methods, strategies and procedures pertaining to high quality arts programs.
- Effective communication; interpersonal skills using tact, patience and courtesy; human relations strategies, methods, and techniques.
- Best practices in collaborating with staff and the ability to support all stakeholders.
- Promoting positive relationships between the School Board and employees for the benefit of arts instructional programs for students.
- Planning, organization, and direction of the District's arts program.
- Has knowledge of TK-12 Visual and Performing Arts content standards and best practices.
- Has knowledge of personnel and budget management principles, procedures, and strategies.
- Has knowledge of principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.
- Has knowledge of public relations, group presentations, and effective communication in a diverse environment.
- Best practices in principles and practices of project management.

EDUCATION/EXPERIENCE:

- Equivalent to completion of a Bachelor of Arts or higher Degree from an accredited college or university and at least five years of either: full time K-12 District, county office of Education, or university work experience in a lead position or equivalent working experience for an arts non-profit agency. Possession of a valid California Administrative Services Credential authorizing service as a K-12 Administrator. Candidates should have demonstrated leadership in arts education. Experience working at a school district is preferred.

SALARY AND BENEFITS

- Salary Range 37 on the certificated manager salary schedule

TERM OF ASSIGNMENT

- Full time -12 months
- 221 days

ABILITY TO

- Work collaboratively with the Deputy Superintendent and staff to establish and reach clear goals and objectives.
- Communicate effectively in oral and written form.
- Work creatively to solve problems and effectively promote change. Work with and appreciate a diverse community, student population and staff.
- Assimilate and evaluate data and prepare sound recommendations.
- Develop and keep the trust and confidence of others; deal effectively with different personalities and styles.
- Motivate others, manage staff to maximize their skills and talents, and establish and maintain effective working relationships.
- Understand and carry out oral and written directions with minimal professional direction.
- Establish and maintain effective and cooperative organizational, public and community relationships.
- Train and evaluate the performance of assigned staff.
- Interpret, apply, and explain rules, regulations, policies and procedures
- Analyze situations accurately and adopt an effective course of action; meet schedules and timelines.
- Demonstrate strong organizational skills.
- Conduct meetings, facilitate groups and workshops.
- Develop and administer a comprehensive program work plan, budget, and outcomes.
- Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
- Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
- Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
- Travel to off-campus functions and transport presentation materials and equipment.
- Organize and conduct special events in conjunction with other departments and programs

ENVIRONMENT: Office environment. Constant interruptions. Outside and office environment; driving a vehicle to District sites to conduct work.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.

- Mental ability and knowledge required to interpret and implement policies, rules and regulations, and make determinations relative to the effective performance of the essential responsibilities of the position.
- Ability to sit or stand for extended periods of time.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.
- Ability to bend, reach and mobility sufficient to circulate freely around campus.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

GENERAL CERTIFICATES, LICENSES, REGISTRATIONS:

California Driver's License (by first day of service).

Computer skills in Microsoft Office and Google platform.

SUBJECT TO BOARD APPROVAL: APRIL 2022

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member
Anderson____,

Board Member Gholar____, Board President Lockerbie____

Additional Information:

A copy of the resolution is attached.

ATTACHMENTS

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

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-21
ADMINISTRATIVE PROFESSIONALS (SECRETARIES) RECOGNITION

WHEREAS, the Monrovia Unified School District is committed to provide powerful and productive learning experiences for all students; and

WHEREAS, the commitment to excellence depends largely upon the work of dedicated and professional employees; and

WHEREAS, Administrative Professionals are the face of the school and district and are usually the first contact that parents and community members have with our school district. It is through them that community members and parents form positive impressions of our schools and the work that is accomplished in the district; and

WHEREAS, Administrative Assistants, Secretaries and Clerical staff provide exceptional services which are vital to the staff and students of Monrovia Unified School District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education does hereby recognize April 24-30, 2022 as Administrative Professionals (Secretaries) Week and Wednesday, April 27, 2022 as Administrative Professionals (Secretaries) Day in Monrovia Unified School District.

ADOPTED, SIGNED AND APPROVED THIS 13th day of April 2022.

Monrovia Board of Education:

Selene Lockerbie, President _____

Traci Gholar, Vice President _____

Jennifer Anderson, Clerk _____

Rob Hammond, Member _____

Maritza Travanti, Member _____

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Travanti __, Board Member Hammond __, Board Member
Anderson __,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

Pursuant to Education Code (EC) §5000, elections will be held on November 8, 2022, to elect members to the governing boards in most of the school and community college districts in Los Angeles County. Governing Boards of districts scheduled to hold elections on this date are required to take action to initiate the regular biennial governing board election by adopting a resolution ordering an election. The adopted resolution must be returned to Los Angeles County Office of Education no later than April 30, 2022.

Background:

The Monrovia Unified School District will have two (2) open seats on the Board of Education in November 2022. The term of office for each seat is four (4) years.

Budget Implication (\$ Amount):

Anticipated costs for the November 2022 election will near \$100,000. The District has allocated \$120,000 for election costs to be paid from General funds.

Legal References:

Education Code §5000 – 5340.

Additional Information:

A copy of the resolution is attached.

ATTACHMENTS

- [MUSD Resolution Ordering Governing Board Member Election 2022.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-22
TO ORDER BIENNIAL GOVERNING BOARD ELECTION**

Order of Election for the Monrovia Unified School District of Los Angeles County, California.

RESOLUTION ORDERING GOVERNING BOARD MEMBER ELECTION

RESOLVED that pursuant to Education Code (EC) §§5000-5030, the Los Angeles County Superintendent of Schools (County Superintendent) is hereby ORDERED to call an election for the purpose, and in accordance with the designations contained in the following specifications of the Election Order made under the authority of EC §5302, §5304, and §5322.

SPECIFICATIONS OF THE ELECTION ORDER

The election shall be held on Tuesday, November 8, 2022. The polling hours shall be from 7:00 a.m. to 8:00 p.m on multiple days at the Voting Centers leading up to Election Day.

The purpose of the election is to submit to the voters of the district the question of whether 2 members shall be elected to the Governing Board of the Monrovia Unified School District.

The Los Angeles County Registrar-Recorder/County Clerk (Registrar-Recorder) will perform all the duties incident to the preparation for and holding of the above-mentioned election. The Monrovia Unified School District will pay the costs of the election. If any agency holds an election on November 8, 2022, the Monrovia Unified School District shall pay its pro rata share pertaining to the conduct of this election and shall be under the provisions of the appropriate sections of the Education and Election Codes.

IT IS FURTHER ORDERED that the Clerk of the district is hereby directed to furnish two copies of this order to the County Superintendent not less than 130 days prior to the date set for the election.

The foregoing Resolution and Order was adopted and affirmed by the Governing Board of Monrovia Unified School District of Los Angeles County, being the Board authorized by law to make the designations contained therein, by formal vote as follows:

Ayes: _____ Nays: _____ Absent: _____

Signed: _____
Clerk of the Governing Board

I hereby certify that the foregoing is a full, true, and correct transcript of a resolution duly adopted by the Governing Board named therein at a duly constituted meeting of the said Governing Board, held on April 13, 2022, as it appears upon the minutes of the said meeting on April 13, 2022.

Signed: _____
Clerk of the Governing Board

REGISTRAR-RECORDER INFORMATION

Public Notice Election Announcement

Listing of two (2) newspapers: Monrovia Weekly
Pasadena Star News

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

1. BOARD POLICY 0400, *COMPREHENSIVE PLANS*

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval.

ATTACHMENTS

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

COMPREHENSIVE PLANS

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

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

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

~~(cf. 0500 - Accountability)~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(cf. 1112 - Media Relations)

Legal References:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 5

560 Civil defense and disaster preparedness plans

EDUCATION CODE

322/0-32289 School Safety Plans

35035 Power and duties of the superintendent; transfer authority

35291 Rules (power of governing board)

39831.3 Transportation safety plan

52060-52077 Local control and accountability plan

56195-56195.10 Comprehensive local plans for special education

56205-56208 Requirements for special education plan

64001 School plan for student achievement, consolidated application programs

FEDERAL

UNITED STATES CODE, TITLE 20

6312 Local educational agency plan

MANAGEMENT RESOURCES

WEBSITE

CSBA

Revised: April __, 2022

Adopted: March 14, 2007

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

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 updates to these policies for review and approval.

ATTACHMENTS

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

SEXUAL HARASSMENT

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

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

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

(cf. 0450 - Comprehensive Safety Plan)

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

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

(cf. 4231 - Staff Development)

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

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

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

(cf. 4144, 4244, 4344 - Complaints)

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

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

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

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

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

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

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

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

Sexual Harassment Reports and Complaints

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

(cf. 5145.7 - Sexual Harassment)

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

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

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

Legal References:

STATE

California Code of Regulations, Title 2

11006-11086 Discrimination in employment

11021 Discrimination in employment - retaliation

11023 Harassment and discrimination, prevention and correction

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

11034 Terms, conditions, and privileges of employment

California Code of Regulations, Title 5

4900-4965 Nondiscrimination in elementary and secondary education programs

Education Code

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

Government Code

12900-12996 Fair Employment and Housing Act

12940 Unlawful discriminatory employment practices

12950 Sexual harassment

12950.1 Sexual harassment training

Labor Code

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

FEDERAL

United States Code, Title 20

1681-1688 Title IX prohibition against discrimination

Code of Federal Regulations, Title 34

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

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

United States Code, Title 42

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

MANAGEMENT RESOURCES

Court Decision

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

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

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

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

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

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

U.S. Equal Employment Opportunity Com. Publication

Promising Practices for Preventing Harassment, November 2017

Website

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

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

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

Revised: April __, 2022

Adopted: May 9, 2007

(Replaces: BP 4162.1 Sexual Harassment)

(Adopted: February 1993)

SEXUAL HARASSMENT

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

Definitions

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

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

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

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

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

Examples of Sexual Harassment

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

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

Title IX Coordinator/Compliance Officer

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

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

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

Training

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

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

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

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

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

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

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

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

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

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

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

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

Notifications

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

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

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

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

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

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

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

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

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

Complaint Procedures

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

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

MONROVIA UNIFIED SCHOOL DISTRICT
All Personnel

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

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval.

ATTACHMENTS

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

STUDENT RECORDS

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

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

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

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

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

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

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

(cf. 5022 - Student and Family Privacy Rights)

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

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

Student Records from Social Media

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

(cf. 5020 - Parents Rights and Responsibilities)

(cf. 5145.6 - Parental Notifications)

(cf. 6163.4 - Student use of Technology)

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

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

(cf. 0440 - District Technology Plan)

Legal References:

TITLE 5, CALIFORNIA CODE OF REGULATIONS

16020-16027 Destruction of records of school districts

430-438 Individual student records

EDUCATION CODE

17604 Delegation of powers to agents

234.7 Student protections relating to immigration and citizenship status

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

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

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

Revised: April __, 2022

Adopted: August 27, 2008

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

(Adopted: May 1978)

(Replaces: BP 5125.1 Release of Student Records)

(Adopted: April 1977)

STUDENT RECORDS

Definitions

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

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

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

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

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

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

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

1. Directory information

(cf. 5125.1 - Release of Directory Information)

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

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

(cf. 3515 - Campus Security)

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

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

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

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

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

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

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

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

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

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

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

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

Persons Granted Absolute Access

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

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

Access for Limited Purpose/Legitimate Educational Interest

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

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

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

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

(cf. 5145.6 - Parental Notifications)

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

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

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

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

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

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

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

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

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

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

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

(cf. 5113.12 - District School Attendance Review Board)

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

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

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

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

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

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

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173 - Education for Homeless Children)

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

(cf. 5021 - Noncustodial Parents)

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

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

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

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

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

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

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

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

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

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

Discretionary Access

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

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

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

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

(cf. 3600 - Consultants)

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

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

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

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

De-identification of Records

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

Procedures for Access

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

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

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

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

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

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

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

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

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

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

Access Log

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

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

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

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

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

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

Duplication of Student Records

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

(cf. 3260 - Fees and Charges)

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

Changes to Student Records

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

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

(cf. 5125.3 - Challenging Student Records)

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

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

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

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

Retention and Destruction of Student Records

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

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

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

(cf. 5111.1 - District Residency)

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

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

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

7. Verification of or exemption from required immunizations.

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent.

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

1. Expulsion orders and the causes therefore.

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

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

(cf. 5141.32 - Health Screening for School Entry)

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

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

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

(cf. 6162.51 - State Academic Achievement Tests)

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

(cf. 6158 - Independent Study)

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

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

(cf. 5144 - Discipline)

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

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

Transfer of Student Records

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

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

(cf. 5119 - Students Expelled from Other Districts)

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

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

(Education Code 49069.5)

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

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

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

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

Notification of Parents/Guardians

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

(cf. 5145.6 - Parental Notifications)

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

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

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

(cf. 5125.3 - Challenging Student Records)

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

(cf. 5020 - Parents Rights and Responsibilities)

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

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

Student Records from Social Media

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

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

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

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

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

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

Persons Granted Access to Student Records Without Prior Written Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~2. Accrediting associations.—~~

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

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

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

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

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

Access to Student Records with Prior Written Consent

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

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

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

Revised: April __, 2022

Adopted: August 27, 2008

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

(Adopted: May 1978)

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval.

ATTACHMENTS

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

CHILD ABUSE PREVENTION AND REPORTING

Child Abuse Prevention

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

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

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

Child Abuse Prevention

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

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

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

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

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

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

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

Child Abuse Reporting

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

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

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

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

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

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

Legal Resources:

TITLE 5, CALIFORNIA CODE OF REGULATIONS

4650 Filing complaints with CDE, special education students

EDUCATION CODE

32280-32289 School Safety Plans

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Teachers' duty concerning conduct of students

48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act
2373a Definition of lewd or lascivious act requiring reporting

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

U.S. CODE 42

11434a McKinney-Vento Homeless Assistance act; definitions

Management Resources:

California Department of Education Publication: Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve

California Department of Education Publication: Health Framework for California Public Schools, kindergarten Through Grade Twelve

Court Decision: *Camreta v. Greene* (2011) 131 S.Ct.2020

Website: [California Department of Social Services, Children and Family Services Division](#)

Website: [U.S. Department of Health and Human Services, Child Welfare Information Gateway](#)

Website: [California Attorney General's Office, Suspected Child Abuse Report Form](#)

Website: [California Department of Education, Safe Schools](#)

Revised: April __, 2022

Reviewed: December 8, 2010

(Adopted: August 27, 2008)

(Replaces: BP 5144 Child Abuse)

(Adopted: July 1978)

CHILD ABUSE PREVENTION AND REPORTING

Definitions

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

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

Child abuse or neglect does not include:

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

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

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

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

Reportable Offenses

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

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

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

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

Responsibility for Reporting

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

to another person. (Penal Code 11166)

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

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

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

Reporting Procedures

1. Initial Telephone Report

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

Such reports shall be made to the following agencies:

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

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

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

2. Written Report

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

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

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

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

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

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

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

3. Internal Reporting

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

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

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

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

Training

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

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

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

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

Victim Interviews by Social Services

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

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

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

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

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

Release of Child to Peace Officer

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

Parent/Guardian Complaints

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

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

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

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

Notifications

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

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

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

The Superintendent or designee shall also notify all employees that:

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

Revised: April __, 2022

Revised: December 8, 2010

Adopted: August 27, 2008

(Replaces: AR 5144(a) Child Abuse)

(Adopted: July 1978)

(Replaces: AR 5145 Health Examinations and Immunizations)

(Adopted: October 1978)

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

5. ADMINISTRATIVE REGULATION 5145.71, *TITLE IX COMPLAINT PROCEDURES*

RECOMMENDATION

The Board of Education is requested to receive Administrative Regulation 5145.71, *Title IX*, 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 updates to these policies for review and approval.

Background:

New regulation reflects new federal regulations (85 Fed. Reg. 30026) which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

ATTACHMENTS

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

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

- a. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
- b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
- c. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34 CFR 106.44)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be non-disciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with

Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

- a. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

- b. Obtains the parties' voluntary, written consent to the informal resolution process
- c. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

- a. The district's complaint process, including any informal resolution process
- b. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

- c. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
- d. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
- e. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons,

the party should immediately notify the Title IX Coordinator.

Investigation Procedures

During the investigation process, the district's Title IX Coordinator and/or designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based

on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or nonpunitive and need not

avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual

- recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
 3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Adopted: April __, 2022

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval.

ATTACHMENTS

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

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to kindergarten for three- and four-year-old children.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

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

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to

the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall include activities and services that meet the needs of dual language learners for support in the development of their home language and English. (Education Code 8203)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

(cf. 5111 - Admission)
(cf. 5141.32 Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

(cf. 5148 - Child Care and Development)

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment

in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

LEGAL REFERENCES:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

CALIFORNIA CODE OF REGULATIONS, TITLE 5

18000-18434 Child care and development programs

18130 -18136 California State Preschool Program

18295 Waiver of qualifications for site supervisor

4600-4670 Uniform complaint procedures

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs

80105-80125 Commission on Teacher Credentialing, child care and development permits

EDUCATION CODE

44065 Interchange between certificated and classified positions

44256 Credential types

48000 Transitional kindergarten

48985 Notification, primary language other than English

8200-8209 General provisions for child care and development services

8200-8499.10 Child Care And Development Services Act

8230-8233 Migrant child care and development programs

8235-8239.1 California State Preschool Program

8240-8244 General child care and development programs

8250-8252 Programs for children with special needs

8263 Eligibility and priorities for subsidized child development services

8263.3 Disenrollment of families due to reduced funding levels

8264.8 Center-based child care programs, staffing ratios

8273.1 Family fees

8360-8370 Personnel qualifications

8400-8409 Contracts, administrative appeal procedure

8493-8498 Facilities, capital outlay

8499.3-8499.7 Local child care and development planning councils

HEALTH & SAFETY CODE

120325-120380 Immunization requirements

1596.70-1596.895 California Child Day Care Act

1596.90-1597.21 Day care centers

FEDERAL

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act
6311-6322 Title I, relative to preschool
6371-6376 Early Reading First
6381-6381k Even Start Family Literacy Program
6391-6399 Education of migratory children
UNITED STATES CODE, TITLE 42
9831-9852c Head Start programs
9857-9858r Child Care and Development Block Grant
CODE OF FEDERAL REGULATIONS, TITLE 45
1301.1-1305.2 Head Start

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Prekindergarten Learning Development Guidelines, 2000
Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
First Class: A Guide for Early Primary Education, 1999
Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
California Preschool Learning Foundations

CSBA PUBLICATION

What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATION

Policy Statement on Expulsion and Suspension Policies in early Childhood Settings, 2016
Good Start, Grow Smart, April 2002

WEBSITE

[National Institute for Early Education Research](#)
[California Association for the Education of Young Children](#)
[California Head Start Association](#)
[California Preschool Instructional Network](#)
[Child Development Policy Institute](#)
[First 5 California](#)
[California County Superintendents Educational Services Association](#)
[Cities, Counties and Schools Partnership](#)
[CSBA](#)
[California Department of Education](#)
[U.S. Department of Education](#)

Adopted: April __, 2022

PRESCHOOL/EARLY CHILDHOOD EDUCATION

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by CDE under the CSPP, the district may operate one or more part-day or full-day preschool programs in accordance with law and the terms of its contract with CDE.

The district's CSPP program shall include all of the following: (Education Code 8207)

- a. Age and developmentally appropriate activities for children
- b. Supervision
- c. Parenting education and parent engagement
- d. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
- e. Health services
- f. Nutrition
- g. Training and career ladder opportunities, documentation of which shall be provided to CDE
- h. Physical activity to support children's health

The district's preschool program shall include all required program components for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8207; 5 CCR 18136)

The district's full-day program shall operate for a minimum of 246 days per year, unless the contract specifies a lower number of days of operation. (Education Code 8207)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 18135, 18290)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

- a. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development
- b. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:
 - a. Providing support for the educational growth and success of their children

- b. Improving parent-school communications and parental understanding of school structures and expectations
 - c. Becoming active partners with teachers in the education of their children
 - d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral
- c. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians
 - d. Staff development for teachers in participating classrooms that includes, but is not limited to:
 - a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies
 - b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms
 - c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities
 - d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

Eligibility and Enrollment Priorities for Part-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

- a. A current aid recipient
- b. Income eligible
- c. Homeless
- d. One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in

Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with disabilities. Such children with disabilities enrolled in part-day CSPP program shall not count towards the 10-percent limit described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced-price lunch may enroll four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into their program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP program for the remainder of the program year. (Education Code 8208)

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

1. The first priority for services shall be given to three-year-old or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.
2. The second priority for services shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.

3. The third priority shall be given to eligible three-year-old children. Within this priority category, eligible children with the lowest income according to the

- income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent at the time of enrollment, shall be enrolled first.
4. The fourth priority, after all otherwise eligible children have been enrolled, shall be children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.
 5. The fifth priority, after all otherwise eligible children have been enrolled, shall be a child with disabilities whose family's income is above the income eligibility threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.
 6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, a CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is a current aid recipient, income eligible, homeless, or one whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.
2. The child's family needs the childcare services because of either the following:
 - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
 - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are

engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2 above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 12 months, shall receive those services for not less than 12 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 12 months. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in

the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that the parent/guardian no longer wants the service
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18081, 18084, 18130, 18133)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.
2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.
3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.
4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.
6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the SPI in conjunction with the California Department of Social Services. (Education Code 8252; 5 CCR 18078)

However, for the 2021-2022 school year, family fees shall not be collected as specified in Education Code 8252.

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority for Part-Day CSPP Programs" and "Eligibility and Enrollment Priority for Full-Day CSPP Programs." (Education Code 8214)

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8222)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program
2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child
3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8222)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

Adopted: April __, 2022

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

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

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting updates to these policies for review and approval.

ATTACHMENTS

- [6020 BP Parent Involvement.pdf](#)
- [6020 AR Parent Involvement.pdf](#)

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee ~~will~~ shall work with ~~staff and~~ parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members ~~opportunities- at all grade levels for parents/guardians to be involved~~ in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 1000 - Concepts and Roles)

Parents/guardians will be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5145.6 - Parental Notifications)

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including district efforts to seek parent/guardian input in district and school site decision-making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-priced meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0400 - Comprehensive Plans)

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 0460 - Local Control And Accountability Plan)

(cf. 1100 - Communication with the Public)

(cf. 1220 - Citizen Advisory Committees)

(cf. 0420 - School Plans/Site Councils)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

The Superintendent or designee ~~will~~ shall regularly evaluate and report to the Board on the effectiveness of the school district's parent/guardian and family engagement involvement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of parent involvement opportunities and on barriers that may inhibit parent/guardian participation.

~~Schools Receiving Title I, Title III and/or EIA-SGE Funds~~ **Title I Schools**

~~Each year~~†The Superintendent or designee shall involve parents/guardians and family

members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in ~~identify specific objectives of the district's parent involvement program for schools that receive~~ receiving Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulations, and implementing and evaluating such programs, activities, and procedures. ~~He/she will ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.~~ As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 2230 - Representative and Deliberative Groups)
(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members

(cf. 4131, 4231, 4331 - Staff Development)

2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement

5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

(cf. 5020 - Parents Rights and Responsibilities)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

~~The Superintendent or designee will ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in federal and state-funded programs. Those strategies will establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC 6318.~~

~~The Superintendent or designee will consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also will involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities.~~

~~The Superintendent or designee will ensure that each school receiving Title I, Title III, or EIA-SCE funds develops a school-level parent involvement policy in accordance with 20 USC 6318.~~

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

Legal References:

STATE

CALIFORNIA CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

EDUCATION CODE

1150-11505 Programs to encourage parent involvement

48985 Notices to parents in language other than English

51101 Parents Rights Act Of 2002

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education

64001 School plan for student achievement, consolidated application program

LABOR CODE

230.8 Time off to visit child's school

FEDERAL

UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local education agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Effective communications

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Family Engagement Framework: A Tool for California School Districts, 2014

Title I School-Level Parental Involvement Policy

U.S. DEPARTMENT OF EDUCATION PUBLICATION

Parental Involvement: Title I, Part A, non-regulatory Guidance, April 23, 2004

WEBSITE

[California Department of Education, Family, School, Community Partnerships](#)

[California Parent Center](#)
[California State Parent Teacher Association](#)
[CSBA](#)
[National Coalition for Parent Involvement in Education](#)
[National PTA](#)
[Parent Information and Resource Centers](#)
[Parents as Teachers National Center](#)
[U.S. Department of Education](#)

Revised: April __, 2022

Adopted: September 10, 2008

(Replaces: BP 1241 Involvement)

(Adopted: March 14, 2007)

(Replaces: BP 1234 Parent Involvement)

(Adopted: March 1993)

PARENT INVOLVEMENT

District Strategies for Title I, ~~Title III, and EIA-SCE~~ Schools

To ensure that parents/guardians **and family members** of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent ~~or Superintendent's designee~~ district shall:

1. Involve parents/guardians **and family members of participating students** in the joint development of ~~the Title I local educational agency (LEA)~~ a district plan that meets the requirements of 20 USC 6312 and ~~the process of school review and improvement~~. In the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)–

The Superintendent or ~~Superintendent's~~ designee shall may:

- a. In accordance with Education Code 52063, ~~E~~establish a district-level parent-advisory committee ~~including parent/guardian representatives from each school site to review~~ and, as applicable, an English learner parent advisory committee to review and comment on the ~~LEA~~ district's local control and accountability plan (LCAP) in accordance with the review schedule established by the Governing Board;
- b. Invite input on the ~~LEA~~ plan from other district committees (~~DAC, DELAG~~) and school site councils; ~~and/or~~
- c. ~~Provide an opportunity during a public Board meeting for public comment on the LEA plan as the Board's approval of the plan.~~ Communicate with parents/guardians through the district newsletter, website, or other methods regarding the plan and the opportunity to provide input.
- d. Provide copies of working drafts of the plan to parent/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
- e. Ensure that there is an opportunity at a public Board meeting for public comment on the plan prior to the Board's approval of the plan or revisions to the plan
- f. Ensure that school-level policies on parent/guardian and family engagement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans

2. Provide coordination, technical assistance, and other support necessary to assist ~~and build the capacity of~~ Title I schools in planning and implementing effective parent/guardian and family engagement ~~involvement~~ activities to improve student academic achievement and school performance, ~~which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education.~~ (20 USC 6318)

The Superintendent or designee ~~shall~~ may:

- a. Assign ~~person(s) in the district office~~ district personnel to serve as a liaison to the schools regarding Title I parent/guardian and family ~~involvement~~ engagement issues.
 - b. Identify funding and other resources, including community resources and services, that may be used to strengthen district and school parent/guardian and family engagement programs and opportunities.
 - bc. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/guardian and family ~~involvement~~ engagement, leadership strategies, and communication skills to assist ~~him/her~~ in facilitating the planning and implementation of ~~parent involvement~~ related activities.
 - d. With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian involvement practices and legal requirements
 - ee. Provide information to schools about the indicators and assessment tools that will be used to monitor progress.
3. ~~Build the capacity of schools and parents/guardians for strong parent involvement.~~ To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant federal, state, and local programs and ensure consistency with federal, state, and local laws (20 USC 6319)-

The Superintendent or designee ~~shall~~ may:

- a. ~~Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children.~~

- ~~b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement.~~
- ~~c. Educate teachers, student services personnel, principals, and other staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools.~~
- ~~d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with CDC, State Preschool, MUSD Preschool, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education.~~
- ~~e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand.~~
- ~~f. Provide other such reasonable support for parent involvement activities as parents/guardians may request.~~
- a. Identify overlapping or similar program requirements
- b. Involve district and school site representatives from other programs to assist in identifying specific population needs
- c. Schedule joint meeting with representatives from related programs and share data and information across programs
- d. Develop a cohesive, coordinated plan focused on student needs and shared goals

~~In addition, the Superintendent or designee may:~~

- ~~a. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training.~~
- ~~b. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions.~~
- ~~c. Train parents/guardians to enhance the involvement of other parents/guardians.~~

- ~~-d. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students.—~~
 - ~~-f. Adopt and implement model approaches to improving parent involvement.—~~
 - ~~-g. Develop appropriate roles for community-based organizations and businesses in parent involvement activities.—~~
 - ~~-h. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families.—~~
 - ~~-i. Provide a master calendar of district activities and district meetings.—~~
 - ~~-j. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means.—~~
 - ~~-k. Engage parent teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions.—~~
 - ~~-l. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed.—~~
 - ~~-m. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions.—~~
 - ~~-n. Regularly evaluate the effectiveness of staff development activities related to parent involvement.—~~
- ~~4. Coordinate and integrate Title I parent involvement strategies with CDC, State Preschool, and MUSD Preschool, and other programs.~~
54. Conduct, with meaningful involvement of parents/guardians and family members, an annual evaluation of the content and effectiveness of the parent/guardian and family involvement engagement policy in improving the academic quality of the schools served by Title I, including identification of: (20 USC 6318):
- a. Barriers to greater participation in parent/guardian and family engagement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited

literacy, or are of any racial or ethnic minority background

b. The needs of parents/guardians and family members, so they can better assist with their children's learning and engage with school personnel and teachers

c. Strategies to support successful school and family interactions

The Superintendent or designee shall may:

~~a. Ensure that the evaluation include the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.~~

~~b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy.~~

~~c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request.~~

~~The Superintendent or designee may:~~

~~a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications.~~

~~b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged.~~

~~c. Recommend to the Board measures to evaluate the impact of the district's parent involvement efforts on student achievement.~~

a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications

b. Gather and monitor data regarding the number of parents/guardians and family members participating in district activities and the types of activities in which they are engaged

- c. Recommend to the Board measures to evaluate the impact of the district's parent/guardian and family engagement efforts on student achievement

The Superintendent or designee shall notify parents/guardians of this review and assessment through regular school communications mechanisms and shall provide a copy of the assessment to parents/guardians upon their request. (Education Code 11503)

65. Involve parents/guardians in the activities of schools served by Title I, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents/guardians or family members served by the district to adequately represent the needs of the population served by the district for the purposes of developing, revising, and reviewing the parent/guardian and family engagement policy (20 USC 6318).

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians and family members.
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians and family members with special needs.
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children.

~~The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs.—~~

In addition, the district shall promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement by implementing the actions specified in item #7 of the section "School-Level Policies for Title I Schools" below. (20 USC 6318)

School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/guardian and family involvement engagement shall be developed jointly with the and agreed upon by parents/guardians and family members of participating students. ~~Such~~ The school policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved.

2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent involvement.
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/guardian and family involvement engagement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314.

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs;
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency achievement levels ~~students are expected to meet; and of the state academic standards~~
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, ~~and, as soon as practicably possible, responses to the suggestions of parents/guardians.~~ The district shall respond to any such suggestions as soon as practicably possible.
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards.

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students

to achieve the state's ~~student~~ **challenging** academic achievement standards;

- b. Ways in which parents/guardians will be responsible for supporting their children's learning, ~~such as monitoring attendance, homework completion, and television viewing;~~ volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time;
- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement;
 - (2) Frequent reports to parents/guardians on their children's progress; ~~and~~
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities.
 - (4) Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand
7. ~~Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above.~~ Promote the effective involvement of parent/sguardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:
 - a. Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children
 - b. Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement
 - c. With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools
 - d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other federal, state, and local programs,

including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement
- g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy

training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families

- j. Provide a master calendar of district/school activities and meetings
 - k. Provide information about opportunities for parent/guardian and family engagement through the district newsletter, web site, or other written or electronic means
 - l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
 - m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
 - n. Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
 - o. Provide ongoing workshops to assist school site staff, parents/guardians, and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
 - p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
8. To the extent practicable, provide ~~full~~ opportunities for the ~~informed~~ participation of parents/guardians ~~and family members~~ (including parents/guardians and family members with limited English proficiency, parents/guardians ~~and family members~~ with disabilities, and parents/guardians ~~and family members~~ of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

~~if~~ the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

~~Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand.~~

Each school receiving Title I funds shall annually evaluate the effectiveness of its

parent/guardian and family involvement engagement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code 64001.

~~The principal or designee, jointly with parents/guardians of participating students, shall periodically update~~†The school's policy shall be periodically updated to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or Superintendent's designee shall, at a minimum:

1. Engage parents/guardians and family members positively in their children's education by ~~helping them develop~~ providing assistance and training on topics such as state academic standards and assessments to increase their knowledge and skills to use at home that to support their children's academic efforts at school and their children's development as responsible members of society. (Education Code 11502, 11504)

The Superintendent or designee shall may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education.
 - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter.
 - c. Provide parents/guardians with information about students' class assignments and homework assignments.
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home. (Education Code 11502, 11504)

The Superintendent or designee shall:

- a. Provide parents/guardians with information regarding ways to create an effective study environment for their children at home and to encourage good study habits.
- b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing.

- c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees.
3. Build consistent and effective communication between the home and school so that parents/guardians **and family members** may know when and how to assist their children in support of classroom learning activities. (Education Code 11502, 11504)

The Superintendent or designee shall:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students.
 - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom.
 - c. Provide information about parent/guardian **and family involvement engagement** opportunities through district, school, and/or class newsletters, the district's website, and other written or electronic communications.
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand.
 - e. Develop mechanisms to encourage parent/guardian input on district and school issues.
 - f. Identify barriers to parent/guardian **and family** participation in school activities, including parents/guardians **and family members** who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background.
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care.
4. Train teachers, **and** administrators, **specialized instructional support personnel, and other staff** to communicate effectively with parents/guardians **as equal partners**. (Education Code 11502, 11504)

The Superintendent or designee **shall may**:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy.

b. Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications.

5. Integrate ~~and coordinate~~ parent/guardian and family ~~involvement~~ ~~programs into school plans for academic accountability.~~ Engagement activities within the LCAP with other activities.–

The Superintendent or designee shall:

a. Include parent/~~guardian and family involvement~~ engagement strategies in school reform or school improvement initiatives.

b. Involve parents/guardians ~~and family members~~ in school planning processes.

Revised: April __, 2022

Adopted: September 10, 2008

(Replaces: BP 1241 Involvement)

(Adopted: March 14, 2007)

(Replaces: BP 1234 Parent Involvement)

(Adopted: March 1993)

Agenda Item Details

Meeting Date: 2022-04-13 18:30:00

AGENDA ITEM TITLE:

8. BOARD POLICY 6170.1, *TRANSITIONAL KINDERGARTEN*

RECOMMENDATION

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

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies, Student Support Services has conducted its annual review of Board Policies and is presenting updates to these policies for review and approval.

Background:

Policy updated to reflect new law (AB 130, 2021) which (1) gradually revises the time spans for mandatory transitional kindergarten (TK) admittance such that, by the 2025-26 school year, children who turn four by September 1 will be eligible for TK, (2) establishes the California Prekindergarten Planning and Implementation Grant Program as an early learning initiative.

ATTACHMENTS

- [6170.1 BP Transitional Kinder.pdf](#)

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist children in developing the academic, social, and emotional skills ~~they~~ needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in ~~program~~ the development, implementation, and evaluation of the district's TK program.

Eligibility

The district's TK program shall admit the children ~~whose fifth birthday is from September 2 through December 2~~ as follows:

1. For the 2021-22 school year, children whose fifth birthday is between September 2 through December 2
2. For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2
3. For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2
4. For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2
5. For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1

(cf. 5111 - Admission)

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

~~Upon request of a child's parents/guardians, the district may, or~~ On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, ~~after the~~ if the Superintendent or designee determines that it is in the child's best interest, ~~admit into the district's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten.~~

At any time during the school year, ~~the~~ the district may admit into the TK program a child whose ~~will have his/her~~ fifth birthday is after ~~December 2~~ the date specified for admittance for the applicable year as described above, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000) ~~, but during that same school year, with the approval of the parent/guardian, provided that:~~

- ~~1. The Governing Board determines that the admittance is in the best interests of the child; and~~
- ~~2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance.~~

(cf. 5123 - Promotion/Acceleration/Retention)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential **knowledge and** skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The Board shall ~~fix~~ **establish** the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours ~~long~~ **except for TK** students enrolled in expanded learning opportunity programs provided by the district pursuant to Education Code 46120. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education

Code 8973, 37202, 46111, 46115, 46117, 48003)

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After-School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a CSPP program as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000):

1. The classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten
2. An early childhood environment rating scale, as specified in 5 CCR 18281, is completed for the classroom
3. All children enrolled for 10 or more hours per week are evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272
4. The classroom is taught by a teacher that holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256
5. The classroom is in compliance with the adult-child ratio specified in Education Code 8241
6. Contractors of the district report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068 except for contractors of the TK program

The district shall maintain an average TK class enrollment of not more than 24 students for each school site. (Education Code 48000)

(cf. 5148 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6141- Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2023, have at least 24 units in early childhood education and/or child development, comparable **professional** experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children, **including, but not limited to, developing competencies in serving inclusive classrooms and dual language centers.**

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding, maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 48000)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 43000)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or

informal assessments of TK students' development and progress. **He/she The Superintendent or designee** shall monitor and regularly report to the Board regarding program implementation, and the progress of students in meeting related academic standards, **and student preparedness for future education.**

Legal References:

STATE

EDUCATION CODE:

37202 Equal time in all schools
 44258.9 County superintendent review of teacher assignment
 46111 Kindergarten, hours of attendance
 46114-46119 Minimum school day, kindergarten
 46300 Method of computing average daily attendance
 48000 Minimum age of admission for kindergarten; transitional kindergarten
 48002 Evidence of minimum age required to enter kindergarten or first grade
 48003 Kindergarten annual report
 48200 Compulsory attendance
 8235 California State Preschool Program
 8970-8974 Early primary program, including extended-day kindergarten
 8973 Extended-day kindergarten

MANAGEMENT RESOURCES

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

California Preschool Curriculum Framework, Vol. 1, 2010
 California Preschool Curriculum Framework, Vol. 2, 2011
 California Preschool Curriculum Framework, Vol. 3, 2013
 California Preschool Learning Foundations, Vol. 1, 2008
 Desired Results Developmental Profile, 2015
 Transitional Kindergarten FAQs
 Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
 California Preschool Learning Foundations, Vol. 2, 2010
 California Preschool Learning Foundations, Vol. 3, 2012

CSBA PUBLICATION

What Boards of Education Can do About Kindergarten Readiness, Governance Brief, May 2016

WEBSITE

Transitional Kindergarten California
California kindergarten Association
Commission on Teacher Credentialing
CSBA
California Department of Education

Revised: April ____,2022

Revised: August 26, 2015
Adopted: May 23, 2012

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 in April
Superintendent Evaluation	Review Superintendent performance objectives for formal evaluation	To be conducted annually in September
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Next update Oct/Nov 2022

Issue/Question/Request	Status	Next steps
Cyclical Reports (continued)		
<p>Student Achievement: standards & plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>4/27/22 • Village Program Report • Dual Immersion Program Report</p> <p>5/25/22 • Class of 2022 Report</p> <p>6/9/22: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report</p> <p>6/22/22: • Visual & Performing Arts Report</p>	
<p>CGI Math Update</p>	<p>Provide a program update to the Board of Education</p>	<p>Annually in September; Next report 2022</p>
<p>Equity Update</p>	<p>Update Board policy per CSBA suggestions annually to ensure equity in schools</p>	<p>Next update June 2022</p>
<p>Technology Projects</p>	<p>Staff technology standards & teaching plan – working with Educational Services.</p>	<p>21/22 school year</p>
<p>E-Rate</p>	<p>E-rate funding approval annually in Jan/Feb/Mar.</p>	<p>Next update in 2022</p>
<p>Safety, Emergency Prep, & Discipline</p>	<p>Update information: Safety, Emergency Preparedness</p>	<p>Annually in Oct/Nov/Dec.</p>
<p>Athletic Coach Certification & Training</p>	<p>Athletic coach certification and concussion training annually. Annually in August.</p>	<p>Next training in 2022</p>

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	<p><u>2021-22 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • April 27, 2022: 2021-22 P-2 Student Attendance Rpt • May 25, 2022: 2022-23 Governor’s May Budget Revision (Informational Report) • June 9, 2022: 2022-23 Adopted Budget Public Hearing • June 22, 2022: 2022-23 Budget Adoption 	
Board Walks (Board site visits)	Board will visit school sites to meet with principal and receive an overview of site-specific data	Elementary schools will be visited in the 2022-23 SY; MHS annually
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall; Next report 2022
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2024
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring: Class Size & Staffing Report 2/23/22	Next report Spring 2022

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	<ul style="list-style-type: none"> Review legislative policy changes/updates Special Education funding 	2021-22
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2021-22
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> Receive recommendations about the Facilities Master Plan needs assessment 	Facilities Advisory Committee will convene in Spring
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2021-22 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites with the assistance of MPD 	Plan has been developed and is posted on District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation 	Status update to be provided throughout the year
Expansion of District School Bus Program	<ul style="list-style-type: none"> Receive update on the expansion of the district school bus program to combat chronic absenteeism 	Progress report to be received in Spring 2022

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