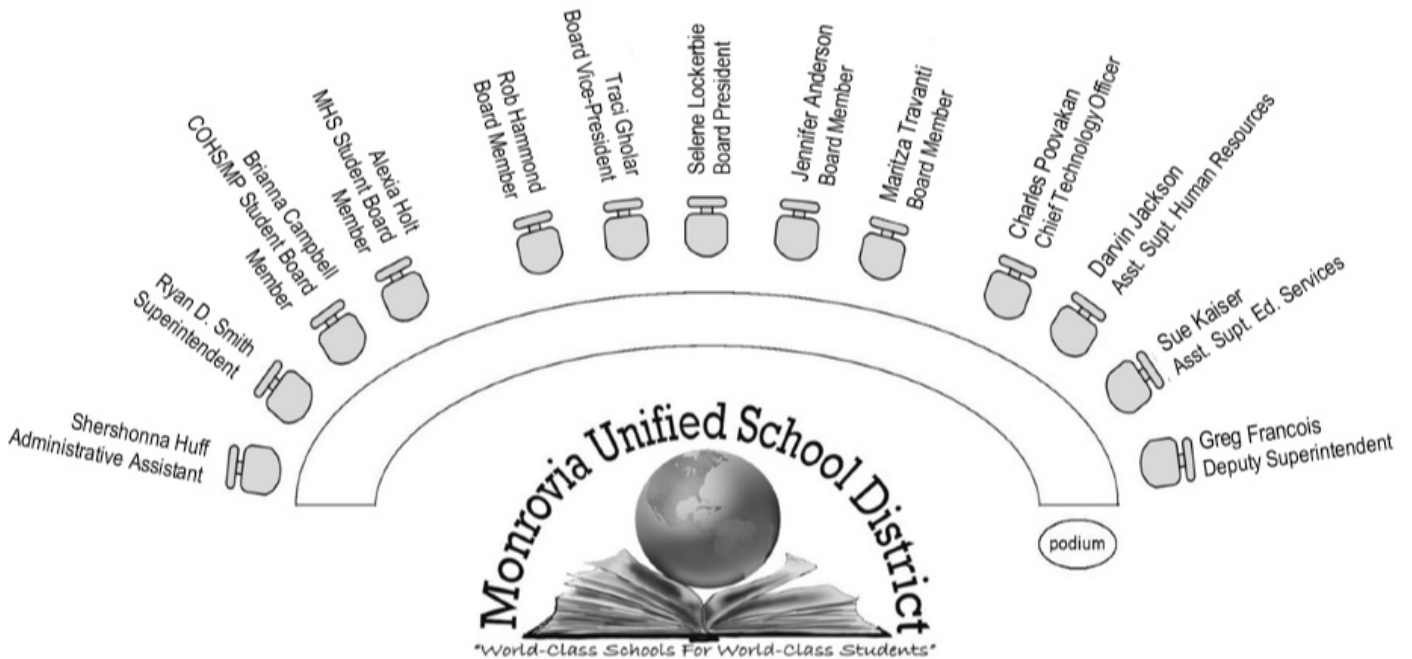




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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 OPEN SESSION MEETING
Wednesday, January 12, 2022
6:30 p.m. - Board Room & Virtual Zoom Meeting**

**BOARD OF EDUCATION CLOSED SESSION
Wednesday, January 12, 2022
Superintendent's Office**

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/2p84cw6m>. 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. CONVENE 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 Santa Fe CSMS

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 _____

Charles Poovakan, CTO _____

Maritza Travanti, Board Member _____

MHS Student Board Member Alexia Holt _____

B. 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 Special Board of Education Meeting on December 3, 2021.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie____

[Special BOE Mtg. Mins - 120321.pdf](#)

3. Approve the Minutes of the Special Jt. Board/City Council Meeting on December 6, 2021.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie____

[Special Jt. Board City Mins - 120621.pdf](#)

4. Approve the Minutes of the Regular Board of Education Meeting on December 8, 2021.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie____

[BM Mins - 120821.pdf](#)

5. Approve the Minutes of the Annual Organization & Special Board of Education Meeting on December 13, 2021.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie____

[Spceial BOE Mins - 121321.pdf](#)

[Annual Org Meeting - Dec 13 2021.pdf](#)

C. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education & the Chamber of Commerce would like to congratulate the following employees on being recipients of **Monrovia Unified School District's "Employee of the Month" for the month of January:**

- **Reuben Lozano, Instructional Aide - Mayflower ES**
- **Marina Kagel-Dowling, Teacher - Mayflower ES**

- Alex Lara, Custodian - Plymouth ES
- Wendy Stewart, Teacher - Plymouth ES

2. Board Member Reports
3. Student Board Member Report
4. Report from the Superintendent

D. 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/2p84cw6m>. 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 open or closed 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.

2. Public Comments for items on the Open Session Agenda

F. 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. 21/22-1076 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT FOR THE TECHNOLOGY ENHANCED ARTS AND LEARNING (TEAL) WITH SOCIAL EMOTIONAL LEARNING PROJECT

The Board of Education is requested to ratify a contract with the Los Angeles County Office of Education (LACOE) for the Technology Enhanced Arts and Learning with Social Emotional Learning (TEAL/SEL) project from October 5, 2021, through June 30, 2022.

[LACOE - TEAL-SEL - Contract 600376 - 20220112.pdf](#)

2. 21/22-1077 - CALIFORNIA HEALTHY KIDS SURVEY (CHKS) REGIONAL CENTER MEMORANDUM OF UNDERSTANDING

The Board of Education is requested to approve a Memorandum of Understanding for the California Healthy Kids Survey (CHKS) Regional Center, as a precondition to the administration of the California Healthy Kids Survey.

BUSINESS SERVICES

3. 21/22-2073 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$1,577,253.70 issued November 12, 2021, through December 10, 2021, and payments in the amount of \$5,937,719.63 issued November 18, 2021, through December 15, 2021.

[BA Item 2073\(b-e\) Purchase Order Rpt 1-12-22.pdf](#)

4. 21/22-2074 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 19 through No. 23 deposited November 18, 2021, through December 14, 2021, for a total amount of \$1,260,199.03.

[BA Item 2074\(b-f\) Deposit Rpts #19-23 1-12-22.pdf](#)

5. 21/22-2075 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of November 2021.

[BA Item 2075\(b\) Cumulative Object Summary Rpt \(November 2021\) 1-12-22.pdf](#)

6. 21/22-2076 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2076\(b\) Budgetary Transfers 1-12-22.pdf](#)

7. 21/22-2077 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2022-06.

[Acceptance of Gifts #2022-06 01-12-22.pdf](#)

8. 21/22-2078- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #10 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #10 - 012222.pdf](#)

9. 21/22-2079 - AGREEMENT WITH SAN MATEO-FOSTER CITY SCHOOL DISTRICT, SUPER CO-OP LEAD AGENCY

The Board of Education is requested to approve an agreement with San Mateo-Foster City School District to provide United States Department of Agriculture (USDA) Commodity Food Management support for our child nutrition program.

[BA Item 2079\(b\) Agreement with San Mateo-Foster City School District 1-12-22.pdf](#)

HUMAN RESOURCES

10. 21/22-3046 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #10.

[2022-01-12 Personnel Report 10.pdf](#)

11. 21/22-3047 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL

The Monrovia Unified School District Board of Education is requested to approve Travel and Conference Report #6.

[01122022 TravelConference.pdf](#)

12. 21/22-3055 - QUARTERLY UNIFORM COMPLAINT

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

BOARD BUSINESS

13. 21/22-5040 - BOARD POLICY 5141.22, *INFECTIOUS DISEASES*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 5141.22, *Infectious Diseases*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 5141.22 Infectious_Diseases MUSD January 12, 2022 Final .pdf](#)

[AR 5141.22 Infectious_Diseases MUSD January 12, 2022 Final.pdf](#)

14. 21/22-5041- RESOLUTION RECOGNIZING THE STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education is requested to adopt Resolution No. 2122-13, recognizing the continued state of emergency and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

[AB 361 Resolution - 011222.pdf](#)

G. ACTION ITEMS (Non-Consent)

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

1. 21/22-1073 - MONROVIA UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT WITH FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT)

The Board of Education is requested to approve a service agreement with the Fiscal Crisis and Management Assistance Team (FCMAT) for a K-12 Associated Student Body (ASB) Workshop. Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____, Board Member Gholar ____, Board President Lockerbie ____

[FCMAT Agreement - 20211208.pdf](#)

2. 21/22-1074 - SERVICE AGREEMENT WITH "PROJECT LEAD THE WAY" (PLTW)

The Board of Education is requested to approve a service agreement with "Project Lead The Way" (PLTW).

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____, Board Member Gholar ____, Board President Lockerbie ____

[PLTW Service Agreement - 20220112.pdf](#)

3. 21/22-1075 - PROFESSIONAL SERVICES AGREEMENT WITH KATHY GOMEZ FOR CANYON EARLY LEARNING CENTER (CELC)

The Board of Education is requested to approve an agreement with Kathy Gomez to provide Early Childhood Environment Rating Scale (ECERS) training to Canyon Early Learning Center (CELC) staff.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____, Board Member Gholar ____, Board President Lockerbie ____

[K. Gomez Prof. Service Agmt. - 011222.pdf](#)

BUSINESS SERVICES – Cheryl A. Plotkin, Interim Asst. Supt. of Business Svcs.

4. 21/22-2080 - SERVICE AGREEMENT WITH COLBI TECHNOLOGIES

The Board of Education is requested to approve a service agreement with Colbi Technologies to provide pre-qualification and CUPCCA registration, monitoring, and compliance review

services.

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2080\(b\) Service Agreement with Colbi Technologies 1-12-22.pdf](#)

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

5. 21/22 -3052 – APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND CSEA REGARDING JUNETEENTH

The Board of Education is requested to ratify a Memorandum of Understanding between the Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) to include Juneteenth as a paid holiday on December 29, 2022.

Motion by _____, seconded by _____, Vote _____

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

[CSEA Juneteenth MOU Dec 2021 with signatures.pdf](#)

6. 21/22 - 3053 – MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) REGARDING MINIMUM WAGE

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) to adhere to the state minimum wage increase.

Motion by _____, seconded by _____, Vote _____

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

[CSEA 2021 Minimum Wage MOU \(signed\).pdf](#)

7. 21/22 -3054 – MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) REGARDING COVID VACCINATION, TESTING, LEAVES, AND RELATED MATTERS

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) regarding COVID vaccinations and related matters.

Motion by _____, seconded by _____, Vote _____

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

[CSEA MOU COVID vaccination - Leaves December 2021 with signatures.pdf](#)

8. 21/22-3056 - AFFILIATION AGREEMENT BETWEEN BIOLA UNIVERSITY AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a School Affiliation Agreement with Biola University allowing the District to train student teachers and student speech-language pathologists.

Motion by _____, seconded by _____ Vote _____

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

[MOU Affiliation Agreeemnt with Biola University Combined Programs January 2022.pdf](#)

9. 21/22-3057 - APPROVAL OF UPDATED JOB DESCRIPTION, HIGH SCHOOL PRINCIPAL

The Board of Education is requested to approve the updated job description, *High School*

Principal.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____

Board Member Gholar____, Board President Lockerbie____

[High School Principal Revised Dec 2021.pdf](#)

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

10. 21/22-5042- BOARD POLICY 4119.42, EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to receive for first reading Board Policies 4119.42, *Exposure Control Plan for Bloodborne Pathogens* and their accompanying administrative regulations as recommended by the California School Boards Association (CSBA).

[AR 4119.42 Exposure Control Plan for Bloodborne Pathogens Jan 12 2022.pdf](#)

[BP 4119.42 Exposure Control Plan for Bloodborne Pathogens Jan 12 2022.pdf](#)

11. 21/22-5043 - BOARD POLICY 5113.2, WORK PERMITS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to receive for first reading Board Policy 5113.2, *Work Permits*, and its accompanying administrative regulations recommended by the California School Boards Association (CSBA).

[AR 5113.2 Work Permits Jan 12 2022.pdf](#)

[BP 5113.2 Work Permits Jan 12 2022.pdf](#)

12. 21/22-5044- BOARD POLICIES, 5111, ADMISSION, AND 5111.11, DISTRICT RESIDENCY, AND THEIR ACCOMPANYING ADMINISTRATIVE REGULATIONS

The Board of Education is requested to receive for first reading Board Policies 5111, *Admission* and 5111.11, *District Residency*, and their accompanying administrative regulations as recommended by the California School Boards Association (CSBA).

[BP 5111 Admission Jan 12 2022.pdf](#)

[AR 5111 Admission Jan 12 2022.pdf](#)

[BP 5111.1 District Residency Jan 12 2022.pdf](#)

[AR 5111.1 District Residency Jan 12 2022.pdf](#)

13. 21/22-5045 - BOARD POLICY 7310, NAMING OR RENAMING A FACILITY

The Board of Education is requested to receive for second reading, Board Policy 7310, *Naming or Renaming a Facility*, as recommended by the California School Boards Association (CSBA).

[Second Reading BP 7310 - Naming of Facility - 011222.pdf](#)

14. 21/22-5046 - ADOPT RESOLUTION NO. 2122-14, "A NATIONAL DAY OF RACIAL HEALING"

The Board of Education is requested to adopt resolution No. 2122-14, recognizing January 18, 2022, as "*A National Day of Racial Healing*," and acknowledges the deep racial divisions that exist in America and must be overcome and healed.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____

Board Member Gholar____, Board President Lockerbie____

[MUSD National Day of Healing Resolution - 011222.pdf](#)

15. 21/22-5047- APPROVAL OF EMPLOYMENT CONTRACT, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

The Board of Education is requested to approve the employment contract for Assistant

Superintendent of Business Services of Monrovia Unified School District.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____

Board Member Gholar____, Board President Lockerbie____

16. 21/22-5048 - 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-011222.pdf](#)

H. OLD BUSINESS

- January 26, 2022; 6:30 p.m. - Regular Board of Education Meeting
- February 9, 2022; 6:30 p.m. - Regular Board of Education Meeting
- February 23, 2022; 6:30 p.m. - Regular Board of Education Meeting

I. NEW BUSINESS

- Martin Luther King Jr. Day (ALL SITES CLOSED) - January 17, 2022
- Pupil Free Day (ALL SITES CLOSED) - January 24, 2022
- Lincoln's Birthday Observance (ALL SITES CLOSED) - February 7, 2022
- President's Day (ALL SITES CLOSED) - February 21, 2022

J. RECESS BOARD OF EDUCATION OPEN SESSION MEETING

K. 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. Conference with legal counsel regarding anticipated litigation (Govt. Code 54956.9)

L. ADJOURN BOARD OF EDUCATION CLOSED SESSION

M. RECONVENE BOARD OF EDUCATION OPEN SESSION MEETING

1. Call to Order
2. Report out on Closed Session

N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING



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

SPECIAL BOARD OF EDUCATION MEETING

Friday, December 3, 2021

8:00 a.m. – 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/tmymreut>. Live public comments are for items on the Special Joint Board of Education/ Personnel Commission agenda only.

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 SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING (8:00 a.m.)

1. Meeting called to order by Board President Travanti at 8:01 a.m.

2. Pledge of Allegiance

3. Roll Call:

Maritza Travanti, President	Present	Ryan D. Smith, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present		
Traci Gholar, Clerk	Present		
Jennifer Anderson, Member	Present		
Robert Hammond, Member	Present		

B. 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/tmymreut>. 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 open or closed 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 Comment for items on the Special Board of Education Meeting Agenda**
There were none.

- C. CONVENED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 8:02 a.m.**
1. Public Employment - Deputy Superintendent (Government Code Section 54957)
 2. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).
 3. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
- D. ADJOURNED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 9:53 a.m.**
- E. RECONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING**
1. Meeting was called to order at 9:54 a.m.
 2. Report out of Closed Session
No action was taken.
- F. BOARD PRESIDENT TRAVANTI ADJOURNED THE SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 9:55 a.m.**

Dr. Ryan Smith, Superintendent & Secretary to the Board

Jennifer Anderson, Board Clerk



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

**SPECIAL JOINT MEETING OF THE
 BOARD OF EDUCATION AND THE MONROVIA CITY COUNCIL**
Monday, December 6, 2021
6:30 p.m. - Board Room & Zoom Webinar

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/34rvwwpj>. Live public comments are for items on the Special Jt. Board of Education/ City Council agenda.

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 SPECIAL JOINT MEETING OF THE BOARD OF EDUCATION AND THE MONROVIA CITY COUNCIL

- 1. Meeting was called to order by Board President Travanti at 6:32 p.m.
- 2. Pledge of Allegiance

3. Roll call:

Maritza Travanti, President	Present	Jennifer Anderson, Board Member	Present
Selene Lockerbie, Vice Pres.	Present	Rob Hammond, Board Member	Present
Traci Gholar, Clerk	Present	Ryan D. Smith, Superintendent	Present

City Council Roll Call:

Tom Adams, Mayor	Present	Alexander C. Blackburn, Councilmember	Present
Gloria Crudgington,	Present	Becky A. Shevlin, Councilmember	Present
Mayor Pro Tem		Larry J. Spicer, Councilmember	Present
Dylan Feik, City Manager	Present		

B. 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/34rvwwpj>. 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, and asked to please state your name. 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 on the Special Joint Board/ City Agenda
There were none.

C. SCHOOL AND CITY DELIBERATIONS

1. MEASURE K UPDATE. Action: City Manager, Dylan Feik, provided an update on the City of Monrovia's Measure K "Keep Monrovia Revenues Local Sales Tax Measure" initiative.

2. PROMOTION OF OUTDOOR ACTIVITIES & PROGRAMS TO IMPROVE STUDENT MENTAL HEALTH. Action: Tina Cherry, Director of Community Services, presented plans on how the City intends to promote outdoor activities and programs aimed at improving student mental health.

- **Board President Travanti** suggested linking City programs for students to our District website, specifically our district main page and individual school websites to increase parent awareness. Board President Travanti would also like for the City to publicize mental health services available on the District's website on their mainpage.
- **Board Vice-President Lockerbie** asked for the City to develop additional ways to encourage walking and biking throughout Monrovia.
- **Board Member Hammond** thanked all those involved with restoring Canyon Park after the damage from the Bobcat fire last year, and asked City Council to please recognize them publicly at a future City Council meeting.
- **Board Member Anderson** suggested the District and the City coordinate events to make Summer Meal distribution easier and more accessible to parents and students.

3. DISCUSSION REGARDING STEPS TO INSTALL FLASHING STOP SIGNS AROUND SCHOOLS. Action: Deputy Director of Public Works, Alex Tichiki, presented City plans to install flashing stop signs in and around Monrovia schools.

- **Mayor Pro Tem Crudgington & Councilmember Shevlin** both implored City Manager, Dylan Feik, to explore all avenues available to locate additional funding for the flashing stop sign project, including, the use of Measure K funds and calling upon local government officials for full flexibility of funds to keep students safe.

4. FACILITY USE AGREEMENTS FOR PUBLIC OPEN SPACE. Action: City Manager, Dylan Feik, presented the City's plan to enter into a facility use agreement with the District to identify green spaces to be used as parks during non-school hours.

- **Board Member Hammond** requested that the two elected bodies from the District and City Council designate two persons to work on this effort. **Councilmembers Shevlin & Spicer, and Board Members Hammond & Travanti** volunteered to be on this committee.

5. SCHOOL RESOURCE OFFICER PROGRAM UPDATE. Action: Monrovia PD Captain Alan Sanvictores & School Resource Officer Montes provided an update on the School Resource Officer program and its effectiveness in district schools.

6. OTHER TOPICS FOR DISCUSSION. Action: Discussed other topics to be calendared for future meetings.

- **Councilmember Shevlin** would like to discuss how both the Board of Education and City can better promote the tutoring services of the Monrovia Public Library for Monrovia youth.
- **Board Member Hammond** would like to be apprised of Monrovia Days planning provided there are no changes to public health guidelines between now and May 2022.
- **Councilmember Shevlin** is excited for the opportunity to receive Superintendent updates. **Superintendent Smith** plans to unveil access for members of the community

to sign-up to receive general district communication through the district's digital communication platform Parentsquare in early January 2022.

- **Mayor Adams** congratulated the District on a successful and informative "State of the Schools" Address and invited all to join them for their "State of the City" Address, slated for January 24, 2022.

D. ADJOURNED THE SPECIAL JOINT MEETING OF THE BOARD OF EDUCATION AND THE MONROVIA CITY COUNCIL AT 8:08 p.m.

Ryan D. Smith, Superintendent & Board Secretary

Jennifer Anderson, Board Clerk



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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, December 8, 2021

6:30 p.m. - Board Room & Zoom Webinar

BOARD OF EDUCATION CLOSED SESSION

Wednesday, December 8, 2021

Superintendent's Office

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/psrmk7mx>. 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 REGULAR BOARD OF EDUCATION OPEN SESSION

1. Meeting was called to order by Board President Travanti at 6:33 p.m.

2. Pledge of Allegiance was led by Wild Rose SOCA

3. Roll Call:

Maritza Travanti, President	Present	Ryan D. Smith, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Traci Gholar, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present
Jennifer Anderson, Member	Present	Connie Wu, Asst. Supt. of Bus. Svcs.	Present
Robert Hammond, Member	Present	Charles Poovakan, Chief Tech. Officer	Present
COHS/MP Student Board Member Brianna Campbell Present			

B. 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.

Agenda Item # G.5 was moved up on the agenda to follow an informational report from Paper Learning Education Company.

2. Approved the Minutes of the Special Jt. Board/ PC Meeting on November 10, 2021.
Motion by Board Member Hammond seconded by Board Member Lockerbie, **Vote 5-0**
Board Member Hammond –Y, Board Member Anderson –Y, Board Member Gholar - Y,
Board Member Lockerbie – Y, Board President Travanti – Y
[Special Jt. BOE/PC Mins - 111021.pdf](#)
3. Approved the Minutes of the Regular Board of Education Meeting on November 10, 2021.
Motion by Board Member Hammond seconded by Board Member Lockerbie, **Vote 5-0**
Board Member Hammond –Y, Board Member Anderson –Y, Board Member Gholar - Y,
Board Member Lockerbie – Y, Board President Travanti – Y
[Regular BOE Mins - 111021.pdf](#)

C. COMMUNICATIONS

1. Board Member Reports

- **Board Vice-President Lockerbie** shared a report on the Board of Education’s participation in the City of Monrovia’s Annual Holiday Parade that took place on December 2, 2021.
- **Board Member Anderson** shared a report on the MHS Talent Show which occurred on December 7, 2021.
- **Board Member Hammond** wished the community a Happy Holiday Season and New Year.
- **Board President Travanti** provided a recap of the Jt. Board/City Council meeting that occurred on December 6, 2021, and thanked City Council and City staff for a fruitful meeting.

2. Student Board Member Report

3. Report from the Superintendent

- **Dr. Smith** shared with the community about a job fair held at Monrovia Community Adult School (MCAS) earlier that day in which over 300 people attended. **Dr. Smith** thanked the staff of MCAS for putting the event together and Councilmember Larry Spicer for his contributions to the event. **Dr. Smith** also provided a recap of the District’s “State of the School Address” which occurred on November 17, 2021, and thanked District staff for their contributions to the events success. **Dr. Smith** also provided a recap of a vaccination clinic the District hosted at MHS on December 4, 2021, and thanked Dr. Darvin Jackson and his team for their efforts in publicizing this event in which over 200 people were served. Finally, **Dr. Smith** shared a photo found of the MHS Class of 1910.

D. **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/psrmk7mx>. 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 open or closed 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.

There were none.

2. Public Comments for items on the Open Session Agenda
There were none.

E. INFORMATIONAL REPORTS AND PRESENTATIONS

1. PAPER EDUCATION COMPANY INC. (Dr. Ryan D. Smith, Superintendent). The Board of Education received a presentation from Paper Education Company Inc. about their virtual tutoring program.

G.5. 21/22-5033 - AGREEMENT WITH PAPER EDUCATION COMPANY INC.

The Board of Education approved a three-year agreement with Paper Education Company Inc. to provide online tutoring services for students in grades 3-12.

Motion by Board Member Hammond, seconded by Board Member Lockerbie, **Vote 5-0**

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

[Paper Education Company Inc. Service Agmt. 2021-2024.pdf](#)

2. EDUCATOR EFFECTIVENESS BLOCK GRANT PLAN. (Dr. Sue Kaiser, Asst. Supt. Of Ed. Svcs.). The Board of Education will receive a presentation on the Educator Effectiveness Block Grant Plan.

3. DEVELOPER FEE ANNUAL REPORT. (David Conway, Director of Fiscal Services). The Board of Education is requested to receive the 2020-21 Developer Fee Report.

[Developer Fees Annual Report - 2020-21\(b\).pdf](#)

G. CONSENT AGENDA

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

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

Approval of Consent Agenda:

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

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

EDUCATIONAL SERVICES

1. 21/22-1068 - SCHOOL SITE "SINGLE PLAN FOR STUDENT ACHIEVEMENT" ANNUAL REVISIONS FOR ALL SCHOOLS IN THE DISTRICT

The Board of Education approved revisions to the "Single Plan for Student Achievement" for Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, Wild Rose School of Creative Arts, Clifton Middle School, Santa Fe Computer Science Magnet School, Monrovia High School, and Canyon Oaks High School for the 2021-22 academic school year.

2. 21/22-1069 - CONTINUED FUNDING APPLICATION FOR THE PRESCHOOL PROGRAM

The Board of Education approved the submission of the Continued Funding Application for Canyon Early Learning Center for Fiscal Year 2022-23.

[Continued Funding Application - The Preschool Program - 20211208.pdf](#)

3. 21/22-1071 - TRANSPORTATION REIMBURSEMENT AGREEMENT

The Board of Education ratified the Transportation Reimbursement Agreement for transportation provided by parents beginning October 7, 2021 through June 30, 2022.

[Transportation Reimbursement Report 2.pdf](#)

BUSINESS SERVICES

4. 21/22-2065 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education ratified purchase orders in the amount of \$594,951.89 issued October 22, 2021, through November 12, 2021, and payments in the amount of \$5,992,487.63 issued October 28, 2021, through November 17, 2021.

[BA Item 2065\(b-e\) Purchase Order Rpt 12-8-21.pdf](#)

5. 21/22-2066 - DISTRICT CASH RECEIPTS

The Board of Education received District cash receipts; Deposit Report No. 15 through No. 18 deposited November 2, 2021, through November 16, 2021, for a total amount of \$665,522.32.

[BA Item 2066\(b\) Deposit Rpts #15-#18 12-8-21.pdf](#)

6. 21/22-2067 - BUDGETARY TRANSFERS AND REVISIONS

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2067\(b\) Budgetary Transfers 12-8-21.pdf](#)

7. 21/22-2068 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education received the final District Cumulative Object Summary report for the month of October 2021.

[BA Item 2068\(b\) Cumulative Object Summary Rpt \(October 2021\) 12-8-21.pdf](#)

8. 21/22-2069 - ACCEPTANCE OF GIFTS

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2022-05.

[Acceptance of Gifts #2022-05 12-08-21.pdf](#)

9. 21/22-2070- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education approved the Professional Service Agreements Report #9 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #9 - 120821.pdf](#)

HUMAN RESOURCES

10. 21/22-3043 - PERSONNEL ASSIGNMENTS

The Board of Education approved Personnel Assignment Report #9.

[2021-12-08 Personnel Report 9.pdf](#)

11. 21/22-3044 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education approved Travel and Conference Report #5.

[12082021TravelConference.pdf](#)

BOARD BUSINESS

12. 21/22-5031- RESOLUTION RECOGNIZING THE STATE OF EMERGENCY AND REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education adopted Resolution No. 2122-11, recognizing the continued state of emergency and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

[AB 361 Resolution - 120821.pdf](#)

G. ACTION ITEMS (Non-Consent)

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

1. 21/22-1070 - NON-PUBLIC SCHOOL/AGENCY CONTRACT

The Board of Education approved a non-public school/agency Master Contract with Mountain Valley School - Nevada City and John Tracy Center - San Gabriel as detailed in Master Contract Report #4 for the 2021-22 school year effective December 8, 2021, through June 30, 2022.

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

[Master Contracts - Report 4.pdf](#)

BUSINESS SERVICES – David Conway, Director of Business Services

2. 21/22-2071 - PURCHASE AGREEMENT WITH PIZZA HUT

The Board of Education approved a piggyback purchase agreement with PizzaHut to provide A+ Pizza for our child nutrition program.

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

[BA Item 2071\(b-g\) Purchase Agreement with Pizza Hut 12-8-21.pdf](#)

3. 21/22-2072 - FIRST INTERIM REPORT FOR THE 2021-22 FISCAL YEAR

The Board of Education approved a positive certification that the Monrovia Unified School District will be able to meet its financial obligations for the 2021-22 fiscal year and the subsequent two (2) fiscal years.

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

[2021-22 First Interim Report.pdf](#)

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

4. 21/22-5032 - BOARD POLICY 5141.22, INFECTIOUS DISEASES, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received the first reading of Board Policy 5141.22, *Infectious Diseases*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 5141.22 Infectious Diseases MUSD revised.pdfAR](#)
[5141.22 Infectious Diseases MUSD revised.pdf](#)

5. 21/22-5034 - AGREEMENT BETWEEN GRAND CANYON UNIVERSITY AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education approved a "Participants in Learning, Leading & Service" agreement with Grand Canyon University to provide discounted tuition rates and scholarship opportunities to district parents, students, and employees.

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

[Grand Canyon University PLLS Agreement.pdf](#)

6. 21/22-5035 - APPROVAL OF AGREEMENT WITH CHERYL A. PLOTKIN

The Board of Education approved a consultant agreement with Cheryl A. Plotkin, to work as Interim Assistant Superintendent of Business Services from December 13, 2021, to January 28, 2022.

Motion by Board Member Hammond, seconded by Board Member Anderson, **Vote 5-0**
Board Member Hammond – Y, Board Member Anderson – Y, Board Member Gholar - Y,
Board Member Lockerbie – Y, Board President Travanti – Y
[C. Plotkin Consultant Agreement.pdf](#)

7. 21/22-5036 - APPROVAL OF DEPUTY SUPERINTENDENT EMPLOYMENT CONTRACT

The Board of Education approved the employment contract for Deputy Superintendent of Monrovia Unified School District.

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

8. 21/22-5037- SETTING OF DATE FOR ANNUAL ORGANIZATION MEETING

The Board of Education set the date of their Annual Organization Meeting for December 13, 2021.

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

9. 21/22-5038 - PENDING BOARD ISSUES

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

[Pending Board Issues - 120821.pdf](#)

I. OLD BUSINESS

- December 13, 2021; 6:30 p.m. - Annual Organizational & Special Board of Education Meeting
- January 7, 2022; 8:00 a.m. - Special Board of Education Meeting
- January 12, 2022; 6:30 p.m. - Regular Board of Education Meeting
- January 26, 2022; 6:30 p.m. - Regular Board of Education Meeting

J. NEW BUSINESS

- Winter Break (ALL SITES CLOSED) - December 20, 2021 - December 31, 2021
- Martin Luther King Jr. Day (ALL SITES CLOSED) - January 17, 2022
- Pupil Free Day (ALL SITES CLOSED) - January 24, 2022

K. BOARD PRESIDENT TRAVANTI RECESSED the BOARD OF EDUCATION OPEN SESSION MEETING in memory of MHS Teacher Anne Battle at 9:13 p.m.

L. CONVENED BOARD OF EDUCATION CLOSED SESSION at 9:18 p.m.

1. Expulsion Hearing Case No. 2122-02, Student ID #111116047 [Ed. Code 48900 c)
2. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).
3. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)

M. ADJOURNED BOARD OF EDUCATION CLOSED SESSION at 11:15 p.m.

N. RECONVENED BOARD OF EDUCATION OPEN SESSION MEETING at 11:19 p.m.

1. Called to Order
2. Report out on Closed Session

Board Member Anderson reported that in the Expulsion Hearing Case No. 2122-02, regarding Student #111116047, the Board voted unanimously to expel

Student #111116047, for a period of not more than one (1) calendar year, commencing on December 8, 2021, and ending on December 8, 2022. The expulsion was based on the findings of fact, that the student, violated Ed. Code 48900 (c) - Unlawfully possessed, used, sold, or otherwise furnished, been under the influence of an unauthorized substance an alcoholic beverage, or an intoxicant of any kind.

- O. BOARD PRESIDENT TRAVANTI ADJOURNED THE REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 11:22 p.m.**

Ryan D. Smith, Superintendent & Secretary of the Board

Jennifer Anderson, Board Clerk



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

SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING

Monday, December 13, 2021

6:30 p.m. - Board Room & Zoom Webinar

ANNUAL ORGANIZATIONAL MEETING

Monday, December 13, 2021

6:30 p.m. - Board Room & Zoom Webinar

**ANNUAL MEETING OF THE MONROVIA UNIFIED SCHOOL DISTRICT
 FINANCING CORPORATION**

Monday, December 13, 2021

UNADOPTED MINUTES

CORONAVIRUS DISEASE (COVID-19) ADVISORY

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

1. Meeting called to order by Board President Travant at 6:31 p.m.

2. Pledge of Allegiance

3. Roll Call:

Maritza Travanti, President	Present	Ryan D. Smith, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Traci Gholar, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present
Jennifer Anderson, Member	Present	Cheryl Plotkin, Interim Asst. Supt. Bus. Svcs.	Present
Robert Hammond, Member	Present	Charles Poovakan, Chief Tech. Officer	Present

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

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unmute your microphone. Please state your name and 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 on the Special Board of Education Meeting Agenda
There were none.

C. REPORT FROM THE SUPERINTENDENT

- **Dr. Smith** introduced the newest additions to the MUSD administration team, **Cheryl A. Plotkin, Interim Assistant Superintendent of Business Services, and Dr. Gregoire Francois, Deputy Superintendent.**

D. REMARKS FROM BOARD PRESIDENT TRAVANTI

- **Board President Travanti** addressed the community regarding the events that occurred while president of the Board of Education, and thanked her fellow Board members, Monrovia community, and family for their support throughout the year.

E. CONVENED BOARD OF EDUCATION ANNUAL ORGANIZATIONAL MEETING at 6:43 pm.
(see attached separate agenda)

F. RECONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 6:51 pm.

G. REMARKS FROM BOARD PRESIDENT

- **Board President Lockerbie** presented the golden gavel to Board member Travanti for her service as president the past year on behalf of the rest of the Board.

H. CONVENED THE ANNUAL MEETING OF THE MONROVIA UNIFIED SCHOOL DISTRICT FINANCING CORPORATION

1. Meeting was called to order at 7:02 p.m.

2. Public Comment – **There were none.**

3. Designate Officers for the Monrovia Unified School District Financing Corporation pursuant to the By-Laws of Same (Article IV, Section 4.02)

- **Pursuant to MUSD Financing Corporation Bylaws, the current governing Board also governs the MUSD Financing Corporation**

4. Annual Report of Corporation Activities 2020-21 (See attached Annual Report)

[Annual Meeting of Financing Corp Rpt. 12-13-21.pdf](#)

5. Other Business – **There was none.**

6. Adjourned the Monrovia Unified School District Financing Corporation Annual Meeting at 7:07 p.m.

I. RECONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 7:07 p.m.

J. ACTION ITEMS

1. 21/22-1072 - EDUCATOR EFFECTIVENESS BLOCK GRANT PLAN

The Board of Education approved the Educator Effectiveness Block Grant Plan.

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

[Educator Effectiveness Block Grant Plan 2021.pdf](#)

2. 21/22-5039- RESOLUTION RECOGNIZING THE STATE OF EMERGENCY AND REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

The Board of Education adopted Resolution No. 2122-12, recognizing the continued state of emergency and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

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

Board Member Travanti – Y, Board Member Hammond – Y, Board Member Anderson – Y,

Board Member Gholar – Y, Board President Lockerbie - Y

[AB 361 Resolution - 121321.pdf](#)

K. BOARD PRESIDENT LOCKERBIE ADJOURNED THE SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 7:12 p.m.

Ryan D. Smith, Superintendent & Secretary of the Board

Jennifer Anderson, Board Clerk



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

ANNUAL ORGANIZATIONAL MEETING

Monday, December 13, 2021

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

UNADOPTED MINUTES

AGENDA

1.0 ORGANIZATIONAL MEETING

1.1 Meeting called to order by Board President Travanti at 6:43 p.m.

1.2 Roll call

All members of the Board and Cabinet were present.

1.3 Appoint Chairperson Pro-Tem

Board President Travanti moved to appoint Dr. Smith as Chairperson Pro-Tem for the annual organizational meeting. The vote was unanimous.

1.4 Election of Officers:

A. President: Board Member Gholar nominated Board Member Lockerbie for Board President; nomination was seconded by Board Member Anderson; vote was unanimous. **Selene Lockerbie was elected Board President.**

B. Vice President: Board Member Anderson nominated Board Member Gholar for Board Vice President; nomination was seconded by Board Member Hammond; vote was unanimous. **Traci Gholar was elected Board Vice President.**

C. Clerk: Board Member Hammond nominated Board Member Anderson for Board Clerk; nomination was seconded by Board Member Lockerbie; vote was unanimous. **Jennifer Anderson was elected Board Clerk.**

D. Secretary: Board Member Travanti nominated Superintendent Smith for Board Secretary; nomination was seconded by Board Member Hammond; vote was unanimous. **Ryan Smith was elected Board Secretary.**

1.5 Election of Board Member to represent the District in the election of members to the County Committee on School District Organization for 2021-22:

Motion by Board Member Travanti to elect Selene Lockerbie to join this committee, Seconded by Board Member Hammond, Vote was unanimous.

Board Member Lockerbie was elected to represent the District in the election of members to the County Committee on School District Organization in 2021-22.

1.6 Authorized signature certification for the Los Angeles County Office of Education for the period of December 13, 2021, through December 14, 2022:

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

- 1.7 Adopt Resolution for Payment of Board Members Pursuant to Ed. Code Section 35120.
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
- 1.8 Designate Representative to the Los Angeles County School Trustees Association for the 2021-22 SY.
Board Vice-President Gholar was designated as the Board representative to the Los Angeles County School Trustees Association (LACSTA) for the 2021-22 SY.
- 1.9 Designate a representative to attend community meetings: Chamber Government Affairs – **Board Member Travanti**, Chamber Board of Directors – **Board Member Travanti**, Coordinating Council – **Board Clerk Anderson**, Monrovia Arcadia Duarte (MAD) Town Council – **Board Clerk Anderson** & Monrovia Association of Fine Arts (MAFA) – **MUSD Performing Arts Director Patrick Garcia**.

2.0 ADJOURNED ORGANIZATIONAL MEETING at 6:50 p.m.

Ryan D. Smith, Superintendent & Board Secretary

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

1. 21/22-1076 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT FOR THE TECHNOLOGY ENHANCED ARTS AND LEARNING (TEAL) WITH SOCIAL EMOTIONAL LEARNING PROJECT

RECOMMENDATION

The Board of Education is requested to ratify a contract with the Los Angeles County Office of Education (LACOE) for the Technology Enhanced Arts and Learning with Social Emotional Learning (TEAL/SEL) project from October 5, 2021, through June 30, 2022.

Rationale:

The goal of the TEAL program is to provide students with equitable access to the arts by expanding TK-5 teachers' capacity to provide culturally relevant, integrated arts instruction that centers on Social Emotional Learning (SEL). TEAL provides interactive, experiential professional development focused on integrating culturally inclusive arts and SEL into the teaching of cross-curricular subjects. Advanced TEAL-SEL will be delving deeper into SEL with Dr. Marc Brackett, and aligning work with unconscious/implicit bias.

Background:

Monrovia Unified School District has partnered with the Los Angeles County Office of Education (LACOE) and Technology Enhanced Arts Learning (TEAL) for seven years. The partnership has resulted in robust professional development and implementation funds to continuously support integrative arts in the elementary schools. The funding and training we have received has been the result of LACOE's large grant awards from the state and federal government. Approximately 10 school districts have been invited to be apart of this partnership.

Budget Implication (\$ Amount):

The District will receive a total of \$1,500 for supplies, virtual field trips, Teaching Artists, teacher release time, and substitute pay upon completion of the requirements.

Legal References:

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

Additional Information:

A copy of the contract is attached.

ATTACHMENTS

- [LACOE - TEAL-SEL - Contract 600376 - 20220112.pdf](#)



Short Form Contract

Table with contract number 600376:21:22 and amendment number.

This Contract is made and entered into this 4th day of October 2021 by and between the Los Angeles County Office of Education (hereinafter referred to as "LACOE" and Monrovia Unified School District (hereinafter referred to as "Contractor/Consultant/District").

Table with contractor details: Monrovia Unified School District, Dr. Sue Kaiser, 325 E. Huntington Drive, Monrovia, CA 91016, skaiser@monroviaschools.net

Scope of Work:

The Los Angeles County Office of Education (LACOE) has partnered with the Los Angeles County Department of Arts and Culture (LADAC) to provide high quality professional development through the Technology Enhanced Arts Learning - Social Emotional Learning (TEAL-SEL) Project. District will select four TEAL Coaches. District will receive total of \$1,500.00 for supplies, virtual field trips, Teaching Artists, teacher release time and substitute pay per district upon completion of the requirements per Exhibit B.

Fees:

- LACOE Income (checkbox) LACOE Expenditure (checkbox)

Payment Terms upon completion

Covered Expenses (Original itemized receipts required)

Table listing covered expenses: Travel, Mileage, Lodging/Meals, Other (Specify) with amounts \$ n/a.

Total Amount of Increase/Decrease (*if amendment) \$

TOTAL NOT TO EXCEED \$ 1,500.00

Agreement For Services

- 1. Contractor/Consultant/District agrees to perform services...
2. This Contract shall be effective on 10/5/2021 and remain in effect through 6/30/2022...
3. The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by reference, incorporated herein and made part of this Agreement/Amendment.

The marked provisions below are incorporated herein and made part of the Contract.

- Exhibit A - Terms and Conditions DE 2.0 viewable at www.lacoe.edu/contracts
Exhibit B - Additional Scope of Work (if applicable)
Exhibit -
Exhibit -
All other terms and conditions remain the same.
Employee of a Public Entity: If Consultant is currently employed by a public entity...

- Public Retirement System Retiree:** Contractor must disclose to LACOE if the Contractor or any of the Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are post-retirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.
- Insurance Requirements in Addition to Section 5 :** Without limiting the Contractor's, its officers, agents, employees, subcontractors, representatives and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

5.1 Minimum Scope and Limits of Insurance

- 5.1.1 Commercial General Liability Coverage,** "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$ _____ per occurrence and an annual general aggregate limit not less than \$ _____. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.
- 5.1.2 Business Automobile Liability Coverage,** with limits as required by the State of California.
- 5.1.3 Workers Compensation Insurance,** with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

5.2 Endorsements

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for as indicated above, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability coverage. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of insurance shall be faxed to (951) 766-2299, upload to <http://www.ebixcerts.com>, emailed to Lacoe@ebix.com, or mailed to:

Los Angeles County Office of Education
Insurance Compliance
P. O. Box 100085-LA
Duluth, GA 30096

5.3 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

- 5.3.1 The Contractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and shall not contribute to it.
- 5.3.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 5.3.3 Coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to LACOE.
- 5.3.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

Acknowledgement and Agreement (I have read this agreement and agree to its terms.)



CONTRACTOR'S NAME AND TITLE (PRINT)	SIGNATURE	DATE
LACOE DESIGNEE NAME AND TITLE (PRINT) Terri Lyttaker, Controller	SIGNATURE	DATE

Contracts Section Use Only	
AGENDA DATE 10/04/2021	CONTRACT ISSUED BY MLC

LOS ANGELES COUNTY OFFICE OF EDUCATION

**LACOE EXPENDITURE CONTRACT WITH DISTRICT/PUBLIC AGENCY
STANDARD TERMS & CONDITIONS**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, is hereinafter referred to as "LACOE." The District/Public Agency as identified on the Contract is hereinafter referred to as "District/Public Agency."

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE has determined that assistance is required to perform work specified in this Contract. District/Public Agency has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director.

2. TERM OF CONTRACT

This Contract's dates of services are as specified in the Contract.

3. PAYMENT

LACOE shall pay District/Public Agency an amount not to exceed the amount specified on the Contract for work performed hereunder. Any work performed by the District/Public Agency in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices can be emailed to; accounts_payable@lacoe.edu or mailed to the attention of the Accounts Payable Unit.

4. INDEMNIFICATION

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

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

5. INSURANCE

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

6. NOTICES

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

LACOE:
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Building
Downey, CA 90242-2890

District/Public Agency:
Mailing Address is District/Public Agency Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

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

12. INDEPENDENT CONTRACTOR

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

13. ASSIGNMENT

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

14. INTEGRATION

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

15. MODIFICATION

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

16. ORDER OF PRECEDENCE

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

17. SEVERABILITY/WAIVER

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

17.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

18. AMENDMENTS

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

19. TERMINATION

The Contract may be terminated by LACOE upon written notification.

20. FAILURE TO COMPLY

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

21. ATTORNEY'S FEES

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

22. COMPLIANCE WITH LAW

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

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. GOVERNING LAW/FORUM SELECTION

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

25. INCORPORATION BY REFERENCE

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

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

27. RECORD RETENTION AND INSPECTION

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

28. NO THIRD PARTY OBLIGATIONS

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

29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

This section is applicable only to Contracts in which LACOE is expending funds: If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District/Public Agency under this agreement, and the District/Public Agency shall not be obligated to perform any provisions of this agreement. In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

30. NON-DISCRIMINATION AND NON-SEGREGATION

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

31. TOBACCO AND MARIJUANA-FREE SCHOOL AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

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

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

- 33.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- 33.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

34. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

If Contractor employs five (5) or more employees, Contractor must provide at least two (2) hours of sexual harassment prevention training and education to all supervisory employees and one (1) hour of such training to all non-supervisory employees. Contractor must also provide sexual harassment prevention training to its temporary or seasonal employees within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two (2) years thereafter, pursuant to California Senate Bill 1343.

LACOE reserves the right to request for certification of such training and to terminate this Contract if the Contractor fails to comply with this section.

35. EXECUTION REQUIREMENTS

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

EXHIBIT B



Scope of Work- Advanced TEAL-SEL

The Los Angeles County Office of Education (LACOE) has partnered with the Los Angeles County Department of Arts and Culture (LADAC) to provide high quality professional development through the Technology Enhanced Arts Learning (TEAL) Project. The goal of TEAL is to increase students' equitable access to the arts by expanding TK-8 teachers' capacity to provide culturally inclusive integrated arts instruction which centers on Social Emotional Learning (SEL), for all students. TEAL provides interactive, experiential professional development focused on increasing their understanding of culturally inclusive arts integration that connects with anti-racist pedagogy. Strengthened by virtual learning assets, technical support, and customized virtual/on-site coaching, TEAL helps teachers build the knowledge and skills to embed the arts into classroom curriculum, while improving both academic and social-emotional outcomes for students.

Districts will select **four TEAL Coaches**. Optimal participation will consist of an administrator, TK-8 teacher, Multi-Tiered Systems of Support (MTSS)/Positive Behavioral Interventions and Supports (PBIS) staff member, counselor, school mental health professional, and/or a representative of the Expanded Learning Staff (ELS).

These coaches will work together to become successful arts integration trainers for other TK-8 teachers in their Local Educational Agency (LEA). Participants will increase knowledge to promote student wellbeing, creativity, increase knowledge of social and emotional learning competencies, and cultural diversity through a MTSS-Arts Integration model.

Advanced TEAL Mentoring Teams will:

- Select 4 TEAL Mentors: The team can include administrators/teachers/counselors/school mental health professionals/MTSS/SEL/Expanded Learning staff members to serve as TEAL Mentors.
- Attend a synchronous/asynchronous no-cost, 1-Day Advanced TEAL Virtual Conference on January 26, 2022 @ 9:00am-3:00pm
- Contribute deeper mentorship by strategic systematic planning to build capacity through culturally inclusive arts integration, anti-racists pedagogy, and Transformative SEL practices.
- Have access to virtual customized instructional support, webinars and online professional learning community.
- Support project collaboration with the LACOE-Center for Distance and Online Learning (CDOL) support team, by participating in surveys and evaluation(s).
- Be equipped with the TEAL Virtual Introductory Tool for TK-8 Educators, customized tools/resources and support to increase equitable capacity in the areas of culturally inclusive and diverse arts integration embedded with social emotional learning competencies and anti-racist pedagogy.
- Curate and submit a minimum of 1 TEAL Story (text, audio, video, presentation, etc.) and supporting media (photos, videos, etc.) of how TEAL has been implemented and/or adapted and its impact on equity in arts education.
- Provide necessary documentation to CDOL but not limited to the following:
 - Advanced TEAL Meeting/Activity Log
 - Updated Advanced TEAL Strategic Planning Tool
 - Surveys/Evaluations
- Participate in project data collection, project evaluations by and completing exit surveys.

- A stipend is provided upon fulfillment of the contract.

Advanced TEAL Administrator Responsibilities:

Provide TEAL Project support and facilitate outcomes in collaboration with the LACOE-CDOL Leadership:

- The administrator is invited to attend the 1-Day, no-cost professional development to engage in culturally inclusive arts integration and SEL activities.
- Guide and support Advanced TEAL Mentors as they increase their knowledge and skills in the area of integrating the arts and SEL into culturally inclusive practices, anti-racist pedagogy, and CASEL’s Transformative SEL Framework.
- With LACOE-CDOL support, provide access to the TEAL modules by providing staff email addresses and necessary project evaluation data.
- Support, collaborate, and communicate with LACOE-CDOL Leadership to ensure successful TEAL project implementation.

Each district will receive:

- A total of \$1500.00 stipend will be issued to the district (\$500 will be designated to the district for teacher release time and/or substitute pay; \$1000 will be evenly distributed among team members for arts integration materials/supplies, virtual field trips, Teaching Artists, etc.).
- No-cost, 1-day synchronous/asynchronous virtual TEAL Conference for Advanced TEAL Mentors
- Access to CDOL Help Desk for technical assistance
- At no-cost, districts will have access to:
 - TEAL website, online learning modules, culturally inclusive arts integration and SEL virtual assets.
 - TEAL Virtual Introductory Tool for TK-8 Educators that expands cultural representation and racial diversity
 - Minimum 10 hours per district of customized instructional support which includes in-person/virtual coachings sessions and virtual office hours
 - Webinars and an online professional learning community
 - Educational integration specialists in arts, technology, MTSS/PBIS, and teaching artists from:
 - Los Angeles County Office of Education (LACOE)
 - Los Angeles Department of Arts and Culture (LADAC)
 - Los Angeles County Arts Ed Collective.

* The \$1500 will be released to the district upon completion of project requirements by June 30, 2022, when all TEAL project requirements are met.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

2. 21/22-1077 - CALIFORNIA HEALTHY KIDS SURVEY (CHKS) REGIONAL CENTER MEMORANDUM OF UNDERSTANDING

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding for the California Healthy Kids Survey (CHKS) Regional Center, as a precondition to the administration of the California Healthy Kids Survey.

Rationale:

Monrovia USD will administer the California Healthy Kids Survey (CHKS) to all seventh, ninth, and eleventh grade students in May of 2022. As in the past, the survey will be coordinated by a site administrator at each secondary school and administered in a content area selected by the site and overseen by the classroom teachers to ensure a high participation rate. The California Healthy Kids Survey is a TUPE Health Disparities grant requirement and assesses students' self-reported behavior and attitudes about tobacco, illegal drugs, alcohol safety and violence issues, developmental assets, and issues related to school climate. The survey data is also cited in various grant proposals and is also included in site WASC reports and the LCAP. A summary of the most recent CHKS data will be presented to the Board at a future date to review current data and trends at the secondary sites.

Background:

Monrovia Unified School District has been administering the California Healthy Kids Survey (CHKS) since 2002, to obtain data regarding the health and needs of Monrovia students. The CHKS Regional Center aggregates the CHKS data and provides a dataset for local analysis and statewide comparison.

Budget Implication (\$ Amount):

The TUPE Health Disparities Grant will be used to pay the cost to administer the survey to all seventh, ninth, and eleventh grade students at an approximate cost of \$1,150.

Legal References:

Education Code Section 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

- [CHKS MOU District 20220112.pdf](#)

MEMORANDUM OF UNDERSTANDING · 2021/22 SCHOOL YEAR

DISTRICT NAME: Monrovia Unified School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
 - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2021-2022 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post District CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under

strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

- a. Terms. This MOU is effective on January 14, 2022 and expires on August 31, 2022.
- b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- c. Severability. The provision of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.
- d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.
- e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

- f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.
- g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.
- h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2021-2022

All Fees Based on CDE Subsidized Rate

Questions? Email us at calschls@wested.org

Password Protected Data Dashboard* – \$75 per eligible school

Districts may purchase a two-year subscription to a password protected, private data dashboard that displays up to six years of CalSCHLS data at the district-level and individual school level at the subsidized rate of \$75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee* – per survey type	\$150	\$150	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee – per parent paper copy returned for processing			\$0.40
Supplementary Modules – each supplemental module	\$100	\$100	\$100
School Reports – per school	\$75	\$75	\$75
School Climate Report Card – free with student school report			
District Raw Data – per data set	\$75	\$75	\$75
County-Wide Raw Data – per data set	\$500	\$500	\$500
County-Wide Report – per report	\$500	\$500	

* If you are a district surveying less than 100 students, the CSSS Survey Set-Up Fee will be waived.

Custom Services

Custom Modules – \$200 development fee for every three questions or fraction thereof; \$100 subsequent use of same module (with no changes)

Custom Workshops – \$125 per hour (preparation, travel, and presentation time), plus travel expenses

Other Custom Requests – \$100 per hour

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

WestEd Staff:

Signature

Signature

Printed name

Printed name

Date

Date

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

3. 21/22-2073 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$1,577,253.70 issued November 12, 2021, through December 10, 2021, and payments in the amount of \$5,937,719.63 issued November 18, 2021, through December 15, 2021.

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 2073\(b-e\) Purchase Order Rpt 1-12-22.pdf](#)

December 15, 2021

SUBMITTED FOR RATIFICATION: January 12, 2022

PRINTED: November 12, 2021 – December 10, 2021

Purchase Order: P22-0631 – P22-0764

Purchase orders printed out of sequence: P22-0340, P22-0526

Change Orders: P22-0048, P22-0056, P22-0066, P22-0080, P22-0089,
P22-0090, P22-0092, P22-0093, P22-0094, P22-0101, P22-0102, P22-0150
P22-0235, P22-0236, P22-0237, P22-0270, P22-0346, P22-0396, P22-0542,
P22-0633

Purchase orders excluded from sequence: NONE

Fund Summary

General Fund (01)	\$	1,555,113.56
Adult Education Fund (11)		14,542.38
Child Development Fund (12)		807.53
Cafeteria Fund (13)		694.34
Enterprise Fund (63)		<u>6,095.89</u>
Total.....	\$	<u><u>1,577,253.70</u></u>

RECOMMENDED: January 12, 2022

Board Report Worksheet
January 12, 2022

<u>Fund</u>		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
Fund 01					
1,253,423.58		P22-0048	10,000.00	4,000.00	14,000.00
		P22-0056	15,000.00	15,000.00	30,000.00
		P22-0066	1,500.00	500.00	2,000.00
		P22-0080	4,000.00	1,500.00	5,500.00
		P22-0089	2,500.00	2,000.00	4,500.00
		P22-0090	2,500.00	1,000.00	3,500.00
		P22-0092	3,620.00	5,000.00	8,620.00
		P22-0093	5,000.00	5,000.00	10,000.00
		P22-0094	1,433.00	2,500.00	3,933.00
		P22-0101	5,000.00	5,000.00	10,000.00
		P22-0102	11,000.00	15,000.00	26,000.00
		P22-0150	1,135.57	2,425.50	3,561.07
		P22-0235	100,000.00	80,000.00	180,000.00
		P22-0236	30,880.00	13,520.00	44,400.00
		P22-0237	36,250.00	16,250.00	52,500.00
		P22-0270	15,000.00	15,000.00	30,000.00
		P22-0346	1,500.00	2,500.00	4,000.00
		P22-0396	871.41	7,574.18	8,445.59
		P22-0542	55,000.00	55,000.00	110,000.00
		P22-0633	-500.00	2,500.00	2,000.00
	1,555,113.56	Total	301,689.98		
Fund 11		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
14,542.38					
	14,542.38	Total			
Fund 12		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
807.53					
	807.53	Total			
Fund 13		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
694.34					
	694.34	Total			
Fund 63		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
6,095.89					
	6,095.89	Total			
Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
		Total			
1,275,563.72			301,689.98	Total of change notice amount	
	1,577,253.70		1,275,563.72	Total of all funds per Escape report	
			1,577,253.70	Actual funds spent during the period	

Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-0340	SOUTHWEST SCHOOL & OFFICE SUPPLY	0050	Inventory Items	01-9320	16,414.97
P22-0526	SOUTHWEST SCHOOL & OFFICE SUPPLY	0050	District Warehouse Inventory Items	01-9320	3,604.69
P22-0631	Ben Thomas	0028	Performer - Oliver	63-5850	330.75
P22-0632	Sophia Lee	0028	Performer - Oliver	63-5850	100.00
P22-0633	THEATRE CO. COSTUMES	0028	Oliver the Musical Costumes	63-5610	2,000.00
P22-0634	WORKSHOP, THE	0028	Oliver the Musical Inserts	63-5839	281.14
P22-0635	TOTAL EDUCATIONAL SOLUTIONS	0015	Physical Therapy Services for Sp Ed Students	01-5850	33,175.00
P22-0636	DYNAMIC THERAPIES DR. CHARMAYN E ROSS	0015	Physical Therapy Services for Sp Ed Students	01-5850	17,317.50
P22-0637	Trimark RW Smith	0052	Two Bussing Utility Transport Carts	13-4390	694.34
P22-0638	Arts Attack	0025	village arts enrichment program	01-5841	4,886.00
P22-0639	AMAZON.COM	0006	Ice Maker Machine for ASB Snow Cone Sales	01-4390	970.18
P22-0640	AMAZON.COM	0010	Emergency Classroom Supplies	11-4350	885.27
P22-0641	CEPA Operations, Inc.	0047	MHS Fume Hood Repairs	01-5630	1,000.00
P22-0642	David Aldrete	0028	Performer - Oliver	63-5850	300.00
P22-0643	Kevin Trevino	0028	Performer - Oliver	63-5850	300.00
P22-0644	Thomas Jaime	0028	Backstage Technician for Oliver	63-5850	150.00
P22-0645	Daniel Ramirez	0028	Backstage Technician for Oliver	63-5850	150.00
P22-0646	Eddie Ambriz	0028	Backstage Technician for Oliver	63-5850	150.00
P22-0647	Angela Cummings	0028	Stage Manager - Oliver	63-5850	1,200.00
P22-0648	SDC-League	0028	Castellano-Oliver Pen Contribution per contract	63-5850	360.00
P22-0649	SDC-League	0028	Castellano-Oliver Health Contribution per contract	63-5850	550.00
P22-0650	AMAZON.COM	0165	classroom supplies	12-4310	110.96
P22-0651	AMAZON.COM	0165	office supplies	12-4350	696.57
P22-0652	AMAZON.COM	0007	Instructional Supplies	01-4310	42.94
P22-0653	Diana Neskovska	0015	AAC Training/Consultation for Sp Ed Students	01-5850	20,000.00
P22-0654	Town Square Publications	0012	Ad Placement	01-5839	560.00
P22-0655	AMERICAN FIDELITY C/O HELEN HE RANDEZ	0040	Service Agreement - 2021 ACA Forms	01-5810	2,997.00
P22-0656	TCI	0014	Adopted Georgraphy Materials for MHS	01-4110	7,565.77
P22-0657	THE DBQ PROJECT	0014	Professional Development for DBQ	01-5850	750.00
P22-0658	AMAZON.COM	0022	Cables needed for Boardroom setup	01-4390	100.05
P22-0659	AMAZON.COM	0022	Tool needed to repair headphone jack	01-4390	44.04
P22-0660	AMAZON.COM	0022	Telephone tester	01-4490	691.27
P22-0661	GovConnection, Inc.	0022	Mic for Boardroom and cable	01-4390	530.83
P22-0662	DON PUNGPRECHAWAT	0022	10/2021 Mileage for Don	01-5250	45.92
P22-0663	CDW-G COMPUTER CTRS, INC.	0022	PA system amplifier replacement	01-4340	780.44

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ESCAPE ONLINE

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Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-0664	CDW-G COMPUTER CTRS, INC.	0022	Need additional usb ports for laptop	01-4390	354.96
P22-0665	AMAZON.COM	0015	Supplies for Selpa Classrooms	01-4310	118.20
P22-0666	B & H	0014	CTE-MHS Video Production Class Supplies	01-4310	323.52
P22-0667	HOME DEPOT	0014	MHS- Open PO for Auto Class Supplies 21/22	01-4310	1,500.00
P22-0668	ERNIE'S AUTO PARTS ACCT. # EAE 5660	0014	MHS- Open PO for Auto Class Supplies 21/22	01-4310	1,500.00
P22-0669	Harbor freight	0014	MHS- Open PO for Auto Class Supplies 21/22	01-4310	1,500.00
P22-0670	Owl Bookshop	0014	Early College Textbook: Criminal Justice 13th Ed	01-4110	3,720.94
P22-0671	Megaphone Ink	0014	AVID T-Shirts for Clifton	01-4390	1,107.30
P22-0672	IMPRINTABILITY JENNIFER STONE	0014	AVID Retractable Banners	01-4390	385.88
P22-0673	AVID CENTER	0014	AVID Secondary School Posters	01-4390	889.85
P22-0674	SOUTHWEST SCHOOL & OFFICE SUPPLY	0050	Inventory Items	01-9320	12,252.03
P22-0675	AMAZON.COM	0004	Paper Towel Dispensers for In-Person Learning	01-4310	373.88
P22-0676	B & H	0010	HP Color Laserjet Pro	11-4440	518.16
P22-0677	Follett School Solutions	0007	Mandarin Books for Mandarin Students	01-4210	719.83
P22-0678	AMAZON.COM	0014	CTE-MHS Robotics Student Supplies	01-4390	934.96
P22-0679	AMAZON.COM	0004	Sports Cart for In-Person Learning	01-4310	285.38
P22-0680	PBIS Apps University of Oregon Ed and Community Supports	0006	PBIS Apps Annual License	01-5841	350.00
P22-0681	e3 Diagnostics	0015	Hearing Equipment Calibration	01-5630	525.00
P22-0682	Vision Screening Services	0015	State Mandated Vision Screening K,2,5,8	01-5850	8,400.00
P22-0683	Music and Arts	0014	Musical Instruments for Elementary Program	01-4310	1,131.17
P22-0684	ASHLEY KIRKLAND	0012	Lighting for the State of the School Address	01-4390	705.00
P22-0685	CENGAGE THOMSON LEARNING	0014	Adopted Textbooks - AP Calculus/Statistics	01-4110	67,011.72
P22-0686	Professor Egghead Science Academy	0014	Rocketology for Santa Fe	01-5850	3,816.00
P22-0687	Office Depot, LLC	0014	High School and Middle School Math Supplies	01-4310	8,445.06
P22-0688	THINKING MAPS, INC.	0014	Trainer of Trainers Training-WFTB	01-5810	4,500.00
P22-0689	Blackwater Security	0028	Oliver Equipment Overnight Security	63-5810	224.00
P22-0690	Stubbies Promotions Inc.	0014	T-Shirts from Stubbies fro Paul Dols MHS	01-4390	1,464.42
P22-0691	CCEMC	0014	Conference Registration Fee	01-5220	200.00
P22-0692	AZUSA PACIFIC UNIVERSITY CAREER CENTER	0014	AVID Senior and Junior Field Trip	01-4390	344.00

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ESCAPE ONLINE

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Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-0693	Center for Vision Devpmt Optmy	0015	Vision Therapy Services for Sp Ed Student	01-5810	7,700.00
P22-0694	ARCADIA AUDIOMETRIC ASSOC.	0015	Hearing Screening for Monrovia students	01-5850	4,900.00
P22-0695	RO Health Inc	0015	Para Educator Services for Sp Ed Students	01-5110	50,000.00
				01-5810	25,000.00
P22-0696	RO Health Inc	0015	LVN services for Sp Ed Students	01-5110	25,000.00
				01-5810	25,000.00
P22-0697	RO Health Inc	0015	LVN services for Gen Ed Students	01-5110	50,000.00
				01-5810	25,000.00
P22-0698	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5110	8,670.00
				01-5112	8,200.00
				01-5150	11,412.00
				01-5810	25,000.00
P22-0699	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5110	8,670.00
				01-5112	8,200.00
				01-5150	1,663.20
				01-5810	25,000.00
P22-0700	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5110	8,670.00
				01-5112	8,200.00
				01-5150	180.00
				01-5810	25,000.00
P22-0701	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5110	8,670.00
				01-5112	8,200.00
				01-5810	25,000.00
P22-0702	CANYON VIEW SCHOOL-McKinley Children's Center	0015	Basic Education for Sp Ed Student	01-5110	8,670.00
				01-5112	8,200.00
				01-5150	90.00
				01-5810	25,000.00
P22-0703	Grey & Grey	0015	Attorney Fees for OAH Case	01-5821	19,900.00
P22-0704	Talk Technologies Inc.	0050	Interpretation System Kits - District Wide	01-4440	148,298.38
P22-0705	ROSEMARY JOHNSON & ASSOC. CLIN	0015	Physical Therapy Services for Sp Ed Students	01-5850	11,025.00
P22-0706	Beach Cities Learning LLC	0015	Psychological Services For Sp Ed Students	01-5110	125,000.00
				01-5810	25,000.00
P22-0707	FROSTIG SCHOOL	0015	Basic Education for Sp Ed Student	01-5110	5,064.00
				01-5150	2,825.00
				01-5810	25,000.00

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ESCAPE ONLINE

Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-0708	Ashley Taylor, Psy.D.	0015	Independent Educational Evaluation for SpEd	01-5850	5,625.00
P22-0709	DON JOHNSTON, INC.	0015	Assistive Technology Program for Sp Ed Student	01-5841	70.95
P22-0710	MAXSCHOLAR LLC	0014	Pearl Prep - Dyslexia certification training	01-5220	1,135.00
P22-0711	CALIFORNIA LEAGUE OF SCHOOLS	0006	CA Schools to Watch Membership Fees	01-5310	395.00
P22-0712	EMPIRE CLEANING SUPPLY	0006	Custodial Supplies: Open PO 2021-2022	01-4370	300.00
P22-0713	AMAZON.COM	0006	Art Supplies and Materials for Elective Art Class	01-4310	211.69
P22-0714	SCHOOL SERVICES OF CALIFORNIA	0040	Annual SSC Report & Professional Support	01-5810	4,080.00
P22-0715	Stubbies Promotions Inc.	0007	Instructional Supplies for School/Students	01-4310	333.78
P22-0716	Megaphone Ink	0007	Poster to Promote for 8th graders	01-4310	220.06
P22-0717	AMAZON.COM	0007	Instructional Supplies for Student Chinese Club	01-4310	555.46
P22-0718	AMAZON.COM	0007	Inst Supplies for classroom	01-4310	26.44
P22-0719	BLICK ART MATERIALS	0008	Ceramics- Decorating Wheels	01-4310	444.20
P22-0720	BLICK ART MATERIALS	0006	Elective Art Class: Art Supplies	01-4310	157.92
P22-0721	EXPLORELEARNING	0014	Licenses for K-5 for Gizmos, Reflex & Frax	01-5841	1,875.00
P22-0722	Hazelden Betty Ford Foundation	0014	BARR Core Service Subscription	01-5841	16,500.00
P22-0723	CENTER STAGE	0014	Production of Spring Musical-Clifton MS	01-5810	18,000.00
P22-0724	BEST BUY	0014	CTE-MHS Pathway Supplies	01-4410	2,415.11
P22-0725	AMAZON.COM	0014	Counseling Safe and Healthy Students	01-4310	77.62
P22-0726	AMAZON.COM	0014	CTE-MHS Auto Class Supplies	01-4310	93.87
P22-0727	MONOPRICE.COM ATTN SHAUN BLATH ERWICK	0022	Cables for Boardroom and Class quote#C898972136	01-4390	288.37
P22-0728	CDW-G COMPUTER CTRS, INC.	0022	Webcam for Tech/Boardroom	01-4390	721.54
P22-0729	HOME DEPOT	0022	Ridgid boxes setup for TechRoom	01-4390	577.18
P22-0730	SIMULATION CURRICULUM	0008	Licenses for Astronomy Class	01-5841	498.00
P22-0731	CybrSchool LLC	0008	CybrSchool License 2021-2022	01-5841	18,000.00
P22-0732	CybrSchool LLC	0008	Acellus CyberSchool License (SummerSchool)	01-5841	3,000.00
P22-0733	CybrSchool LLC	0008	Acellus CyberSchool License (SummerSchool)	01-5841	600.00
P22-0734	Office Depot, LLC	0008	Ink Cartidriges	01-4310	696.92
P22-0735	DEMCO	0006	Library Materials to repair Text Books	01-4390	88.85
P22-0736	LAKESHORE LEARNING MATERIALS	0005	Room Carpet for Instruction	01-4310	417.85
P22-0737	AMAZON.COM	0008	Ceramics Class Supplies	01-4310	87.77

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ESCAPE ONLINE

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Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P22-0738	AARDVARK CLAY & SUPPLIES, INC.	0008	Ceramics	01-4310	1,620.90	
P22-0739	AMAZON.COM	0008	Science- Classroom supplies	01-4310	121.14	
P22-0740	PBIS Apps University of Oregon Ed and Community Supports	0008	SWIS Annual Lincese - renewal	01-5841	350.00	
P22-0741	AMAZON.COM	0006	History Instructional Materials: for Mr. Flores	01-4210	10.97	
P22-0742	SeraCollection Research	0030	OPEN PO COVID related expenses	01-5810	100,000.00	
P22-0743	Weatherproofing Technologies	0047	Roof repairs at District Schools	01-5630	5,512.50	
P22-0744	Century Rooter Serv & Plumbing	0047	Open PO Plumbing Repairs 2021-22	01-5630	5,000.00	
P22-0745	MONROVIA CHAMBER OF COMMERCE	0012	COMMUNITY PRAYER BREAKFAST - NOVEMBER 19, 2021	01-5220	150.00	
P22-0746	Calspra	0012	CALSPRA MEMBERSHIP - G. OLGUIN	01-5310	150.00	
P22-0747	RENAISSANCE LEARNING, INC.	0002	Renaissance Accelerated Reader	01-5841	5,916.75	
P22-0748	SCHOLASTIC INC.	0002	Scholastic News	01-5841	2,879.70	
P22-0749	Sharp Business Systems	0002	Open PO for Copy Machine Supplies	01-4310	200.00	
P22-0750	Jackie Sanchez	0002	Reimbursement for Cotsen Supplies	01-4310	92.20	
P22-0751	Jackie Sanchez	0002	Reimbursement for Cotsen Supplies	01-4310	95.50	
P22-0752	Raylynn Roland	0002	Reimbursement for Cotsen Supplies	01-4310	93.21	
P22-0753	Caitlyn MacDonald	0002	Reimbursement for Cotsen Supplies	01-4310	90.98	
P22-0754	Raylynn Roland	0002	Reimbursement for Cotsen Supplies	01-4310	99.21	
P22-0755	Seesaw	0004	Seesaw for schools subscription	01-5841	2,750.00	
P22-0756	SOUTHWEST SCHOOL & OFFICE SUPPLY	0003	Replacement Projector Screen	01-4390	197.18	
P22-0757	LAGUNA CLAY	0010	Ceramics Supplies	11-4310	1,138.95	
P22-0758	J. BROWN VIOLIN MAKER, LLC	0014	Musical Instruments for Elementary Music Program	01-4310	476.83	
				01-4410	11,653.43	
P22-0759	JANI KING	0009	Commercial Cleaning Services	01-5810	1,500.00	
P22-0760	SIR SPEEDY	0012	Badges for Board Members	01-4390	72.47	
P22-0761	SEI Security Education Inst	0010	Security Guard Training	11-5810	12,000.00	
P22-0762	Murals for Schools. Inc.	0047	Painting of MHS Scoreboard	01-5630	3,307.50	
P22-0763	ASHLEY KIRKLAND	0012	ADDITIONAL LIGHTING FOR STATE OF THE SCHOOLS	01-4390	192.50	
P22-0764	RADIO SERVICE, INC	0049	Transportation radio repairs	01-5660	1,653.75	
Total Number of POs				136	Total	1,275,563.72

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	116	1,253,423.58
11	Adult Education Fund	4	14,542.38
12	Child Development Fund	2	807.53
13	Cafeteria Fund	1	694.34
63	Enterprise Fund	13	6,095.89

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

ESCAPE ONLINE

Includes Purchase Orders dated 11/12/2021 - 12/10/2021

Total 1,275,563.72

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

ESCAPE ONLINE

Page 6 of 7

Includes Purchase Orders dated 11/12/2021 - 12/10/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0048	14,000.00	01-4360	General Fund/Vehicle Supplies/Parts	4,000.00-
P22-0056	30,000.00	01-5630	General Fund/Repairs	15,000.00-
P22-0066	2,000.00	01-5890	General Fund/Other Services	500.00-
P22-0080	5,500.00	01-4360	General Fund/Vehicle Supplies/Parts	1,500.00-
P22-0089	4,500.00	01-5630	General Fund/Repairs	2,000.00-
P22-0090	3,500.00	01-4380	General Fund/Maintenance Supplies	1,000.00-
P22-0092	8,620.00	01-5630	General Fund/Repairs	5,000.00-
P22-0093	10,000.00	01-4380	General Fund/Maintenance Supplies	5,000.00-
P22-0094	3,933.00	01-5630	General Fund/Repairs	2,500.00-
P22-0101	10,000.00	01-4380	General Fund/Maintenance Supplies	5,000.00-
P22-0102	26,000.00	01-5630	General Fund/Repairs	15,000.00-
P22-0150	3,561.07	01-4380	General Fund/Maintenance Supplies	2,425.50-
P22-0235	180,000.00	01-5112	General Fund/Pupil Transp Contract-Subagree	55,000.00-
		01-5812	General Fund/Pupil Transportation Contract	25,000.00-
			Total PO P22-0235	80,000.00-
P22-0236	44,400.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	13,520.00-
P22-0237	52,500.00	01-5810	General Fund/Contracted Services	16,250.00-
P22-0270	30,000.00	01-5630	General Fund/Repairs	15,000.00-
P22-0396	8,445.59	01-4390	General Fund/Other Supplies	871.41
P22-0542	110,000.00	01-5821	General Fund/Attorneys fees	55,000.00-
			Total PO Changes	237,824.09-

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 7 of 7

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL**

January 12, 2022

ACCOUNTS PAYABLE:

DATE ISSUED: November 18, 2021 through December 15, 2021

Batch Numbers: 0315-0333 \$979,161.76

PAYROLL:

FOR THE MONTH OF: November, 2021

Certificated Salaries and Wages	\$	2,549,997.21	
Classified Salaries and Wages	\$	975,076.52	
CalSTRS and CalPERS Contributions	\$	636,008.45	
Health & Welfare Contributions	\$	660,600.79	
Employer Payroll Taxes	\$	136,874.90	
Total Salary and Benefit:			\$ <u>4,958,557.87</u>

TOTAL DISTRICT ACCOUNTS: \$ 5,937,719.63

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

4. 21/22-2074 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 19 through No. 23 deposited November 18, 2021, through December 14, 2021, for a total amount of \$1,260,199.03.

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 #19 through #23 are attached.

ATTACHMENTS

- [BA Item 2074\(b-f\) Deposit Rpts #19-23 1-12-22.pdf](#)

DEPOSIT REPORT

11/18/2021

DEP #19

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	\$ 408,646.64	Federal Reimbursement SNP
13.0-53201.0-00000-37000-8220-0000000	<u>209,461.60</u>	Federal Reimbursement CACFP
Total	<u>\$ 618,108.24</u>	Food Services Fund

DEPOSIT REPORT

11/29/2021

DEP #20

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 2,619.44	Other Local Income
01.0-00000.0-00000-27001-4390-4080000	64.85	Abate/Refund/Supplies
01.0-90109.0-00000-00000-8699-2030000	100.00	Donations
01.0-90125.0-00000-00000-8699-2050000	899.15	Donations/PTA
01.0-90801.0-00000-00000-8689-0000000	1,200.00	Pupil Transportation
Subtotal	<u>4,883.44</u>	General Fund
13.0-53100.0-00000-37000-4710-6010052	15.80	Abate/Reimb./Food
13.0-53100.0-00000-37000-8520-0000000	28,743.99	State Reimb SNP
Subtotal	<u>28,759.79</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	16,652.72	Developer Fees
Subtotal	<u>16,652.72</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9570-0000000	27,797.02	Retirees Health Insurance
Subtotal	<u>27,797.02</u>	Payroll Clearance Fund
Total	<u><u>\$ 78,092.97</u></u>	

DEPOSIT REPORT

12/6/2021

DEP #21

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6010040	\$ 20.00	Leases & Rentals
01.0-00000.0-00000-00000-8699-0000000	15,814.74	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	830.58	Abate/Reimb/H & W
01.0-00000.0-00000-82000-8650-6000028	1,102.50	LKT PAC Rental/Utilities
01.0-00000.0-00000-82000-8650-6010040	262.50	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	225.00	Leases & Rentals/Labor
01.0-90109.0-00000-00000-8699-2010000	219.78	Donations
01.0-90125.0-00000-00000-8699-2010000	5,028.50	Donations/PTA
01.0-90210.0-00000-00000-8650-4080000	228.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	2,052.00	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	1,191.79	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	1,191.79	LKT PAC Rental/MHS
01.0-90304.0-11100-49000-5890-4080000	86.00	Abate/Refund/Services
01.0-90501.0-00000-00000-8689-0000000	11,924.93	Village Program/Parent Contributions
Subtotal	<u>40,178.11</u>	General Fund
11.0-00000.0-00000-27000-5882-7100000	(1,804.26)	Bank Fees
11.0-00000.0-41340-00000-8671-0000000	96,942.17	Ad Ed Tuition/Career Ed
11.0-00000.0-41340-10000-4310-7100000	(2,357.01)	Abate/Refunds/Supplies
11.0-00000.0-41360-10000-8699-7100000	475.00	Ad Ed Supplies/Adult Literacy
11.0-00000.0-41390-00000-8671-0000000	40,806.47	Ad Ed Tuition/Fee Based
11.0-00000.0-41390-10000-8699-7100000	10.00	Ad Ed Supplies/Fee Based
Subtotal	<u>134,072.37</u>	Adult Education Fund
12.0-90503.0-00000-00000-8673-1650000	2,749.67	Tuition Based Preschool
Subtotal	<u>2,749.67</u>	Child Development Fund
13.0-53100.0-00000-00000-9120-0000000	595.05	Adj/Cash In Bank
Subtotal	<u>595.05</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	2,264.58	Developer Fees
Subtotal	<u>2,264.58</u>	Capital Facilities Fund
63.0-90221.0-00000-00000-8650-6000028	21,452.17	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	18,785.50	LKT PAC Rental-labor
Subtotal	<u>40,237.67</u>	Enterprise Fund
Total	<u>\$ 220,097.45</u>	

DEPOSIT REPORT

12/13/2021

DEP #22

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 2,752.60	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	5,237.34	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	415.29	Abate/Reimb./H&W
01.0-00000.0-00000-82000-5510-4080000	637.38	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000	270.21	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5530-4080000	1,390.73	Abate/Utilities/MHS Pool
01.0-34101.0-00000-00000-9290-0000000	23,737.98	P/Y Accounts Receivable
01.0-56400.0-00000-00000-8290-0000000	11,987.28	Medi-Cal
01.0-90109.0-00000-00000-8699-4080000	118.01	Donations
01.0-90221.0-00000-82100-8650-4080000	401.75	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	401.75	LKT PAC Rental/MHS
01.0-90501.0-00000-00000-8689-0000000	120.00	Village Program/Parent Contributions
Subtotal	<u>47,470.32</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
12.0-90503.0-00000-00000-8673-1650000	2,823.68	Tuition Based Preschool
Subtotal	<u>2,823.68</u>	Child Development Fund
63.0-90221.0-00000-00000-8650-6000028	7,256.50	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	4,654.50	LKT PAC Rental/Labor
Subtotal	<u>11,911.00</u>	Enterprise Fund
76.0-00000.0-00000-00000-9570-0000000	38,162.29	Retirees Health Insurance
Subtotal	<u>38,162.29</u>	Payroll Clearance Fund
Total	<u><u>\$ 218,088.37</u></u>	

DEPOSIT REPORT

12/14/2021

DEP #23

ACCOUNT	AMOUNT	
12.0-61050.0-00000-00000-8590-0000000	<u>\$ 125,812.00</u>	CSPP
Total	<u><u>\$ 125,812.00</u></u>	Child Development Fund

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

5. 21/22-2075 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of November 2021.

Rationale:

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

Additional Information:

The November 2021 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2075\(b\) Cumulative Object Summary Rpt \(November 2021\) 1-12-22.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,862,352.00	20,058,268.00	7,412,559.07	0.00	0.00	12,645,708.93	63.04
<i>Totals for Major Object 2000 - 2999</i>		6,271,990.00	6,333,048.00	2,027,022.93	0.00	0.00	4,306,025.07	67.99
<i>Totals for Major Object 3000 - 3999</i>		11,039,501.00	10,920,709.00	3,528,230.39	0.00	0.00	7,392,478.61	67.69
<i>Totals for Major Object 4000 - 4999</i>		388,116.00	388,116.00	164,554.09	71,427.82	0.00	152,134.09	39.20
<i>Totals for Major Object 5000 - 5999</i>		3,414,596.00	3,414,596.00	1,604,029.90	435,704.88	0.00	1,374,861.22	40.26
<i>Totals for Major Object 6000 - 6599</i>		0.00	0.00	8,087.51	0.00	0.00	-8,087.51	0.00
<i>Totals for Major Object 7100 - 7299</i>		68,830.00	68,830.00	46,410.00	0.00	0.00	22,420.00	32.57
<i>Totals for Major Object 7300 - 7399</i>		-1,334,627.00	-1,334,627.00	-142,104.30	0.00	0.00	-1,192,522.70	89.35
<i>Totals for Major Object 7610 - 7629</i>		73,470.00	73,470.00	37,843.00	0.00	0.00	35,627.00	48.49
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		39,784,228.00	39,922,410.00	14,686,632.59	507,132.70	0.00	24,728,644.71	61.94

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		5,258,373.00	5,300,108.00	2,346,997.19	0.00	0.00	2,953,110.81	55.72
<i>Totals for Major Object 2000 - 2999</i>		3,846,717.00	3,867,655.00	1,182,479.55	0.00	0.00	2,685,175.45	69.43
<i>Totals for Major Object 3000 - 3999</i>		7,885,622.00	7,860,629.00	1,279,831.86	0.00	0.00	6,580,797.14	83.72
<i>Totals for Major Object 4000 - 4999</i>		1,131,687.00	1,131,687.00	963,912.64	718,240.95	0.00	-550,466.59	-48.64
<i>Totals for Major Object 5000 - 5999</i>		2,760,754.00	2,760,754.00	1,642,602.53	1,668,361.23	0.00	-550,209.76	-19.93
<i>Totals for Major Object 6000 - 6599</i>		0.00	0.00	8,823.00	66,465.82	0.00	-75,288.82	0.00
<i>Totals for Major Object 7100 - 7299</i>		666,621.00	666,621.00	-11,554.50	0.00	0.00	678,175.50	101.73
<i>Totals for Major Object 7300 - 7399</i>		1,061,166.00	1,061,166.00	125,587.82	0.00	0.00	935,578.18	88.17
<i>Totals for Major Object 7610 - 7629</i>		134,136.00	134,136.00	0.00	0.00	0.00	134,136.00	100.00
<i>Total for Resource Range 20000.0 - 99999.9 R</i>		22,745,076.00	22,782,756.00	7,538,680.09	2,453,068.00	0.00	12,791,007.91	56.14

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/11/2021
Fiscal Year :	2022	Fund :01.0 - General Fund	Run Time	8:23:04 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	20000.0 - 99999.9 Restricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.0-General Fund</i>	62,529,304.00	62,705,166.00	22,225,312.68	2,960,200.70	0.00	37,519,652.62	59.84

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	2,418,197.00	2,440,455.00	656,837.40	0.00	0.00	1,783,617.60	73.09
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	449,885.00	725,818.00	159,750.15	0.00	0.00	566,067.85	77.99
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	1,050,328.00	1,128,552.00	246,972.14	0.00	0.00	881,579.86	78.12
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	567,571.00	567,571.00	66,438.66	159,874.21	0.00	341,258.13	60.13
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	1,912,904.00	1,897,660.00	313,463.60	152,077.01	0.00	1,432,119.39	75.47
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	0.00	12,025.56	0.00	0.00	-12,025.56	0.00
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	6,398,885.00	6,760,056.00	1,455,487.51	311,951.22	0.00	4,992,617.27	73.85

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/11/2021
Fiscal Year :	2022	Fund :01.4 - S & C	Run Time	8:23:04 AM
To Period :	5	FINAL		MONTHLY
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.4-S & C</i>	6,398,885.00	6,760,056.00	1,455,487.51	311,951.22	0.00	4,992,617.27	73.85

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	6
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/11/2021
Fiscal Year :	2022	Fund :01.4 - S & C	Run Time	8:23:04 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Distric</i>	<i>64790</i>	68,928,189.00	69,465,222.00	23,680,800.19	3,272,151.92	0.00	42,512,269.89	61.20

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

6. 21/22-2076 - 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 2076\(b\) Budgetary Transfers 1-12-22.pdf](#)

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

Board Report:
Budget Revision

Board Meeting Date:
1/12/2022

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED FEDERAL RESOURCES			
# 30100.0 - TITLE I			
DISTRICTWIDE			
Certificated Salaries	(\$15,840.00)		
Classified Salaries	(\$1,397.00)		
Employees' Benefits	(\$3,770.00)		
Books and Supplies	\$500.00		
Services/Other Operations	<u>\$15,207.00</u>	(\$5,300.00)	Budget Allocation
CANYON OAKS			
Certificated Salaries	(\$15,840.00)		
Classified Salaries	(\$1,397.00)		
Employees' Benefits	<u>(\$3,866.00)</u>	(\$21,103.00)	Budget Allocation
WILDROSE			
Employees' Benefits	\$95.51		
Books and Supplies	\$500.00		
Services/Other Operations	<u>\$15,207.00</u>	<u>\$15,802.51</u>	Budget Allocation
 Total Restricted Federal Resources	 <u><u>(\$10,600.49)</u></u>	 <u><u>(\$10,600.49)</u></u>	
 TOTAL BUDGET REVISION	 <u><u>(\$10,600.49)</u></u>	 <u><u>(\$10,600.49)</u></u>	

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

7. 21/22-2077 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2022-06.

Rationale:

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

Budget Implication (\$ Amount):

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

Legal References:

Board Policy #3290 requires Board approval of gifts.

Additional Information:

The Acceptance of Gifts Report is attached.

ATTACHMENTS

- [Acceptance of Gifts #2022-06 01-12-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Acceptance of Gifts Report No. 2022-06
Board Meeting 20220112

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Brittany and Damian Dela Torre	\$1,000.00	To be used to purchase extra clothes for Monroe Elementary School's Health Office.	Amanda Noriega, Principal Monroe Elementary School	D0112019	Increases site donation account
2	Check	Holly T. Russell	\$210.00	To be used to purchase clear masks for students participating in the productions at Wild Rose School of Creative Arts.	Paige Ramos, Principal Wild Rose School of Creative Arts	D0112020	Increases site donation account
3	Check	Paco's Mexican Restaurant	\$120.65	To be used for the benefit of students and staff at Clifton Middle School.	Scott Moses, Principal Clifton Middle School	D0112021	Increases site donation account
4	Check	Susana Aguirre	\$100.00	To be used for the benefit of students and staff at Santa Fe Computer Science Magnet School.	Dr. Geoff Zamarripa, Principal Santa Fe Computer Science Magnet School	D0112022	Increases site donation account
5	Check	Linda Dempsey	\$700.00	To support the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts	D0112023	Increases site donation account
6	Check	The Boone Foundation	\$15,000.00	To support the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts	D0112024	Increases site donation account
7	Check	Eric L Baker	\$300.00	To support the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts	D0112025	Increases site donation account
8	Check	Gary & Marianne Wallace	\$150.00	To support the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts	D0112026	Increases site donation account
9	Check	Foothill Credit Union	\$1,000.00	To be used for staff room improvement at Canyon Early Learning Center.	Tom McFaden, Director Canyon Early Learning Center	D0112027	Increases site donation account
10	Tangible Item 3-ply Mask	Buddhist Tzu Chi Education Foundation	\$1,100.00	To be used to benefit MUSD Students and Staff	Dr. Ryan D. Smith, Superintendent Monrovia Unified School District		No cost to the District

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2022-06
 Board Meeting 20220112

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
11	Tangible Item Precious Metals	Rob Hammond	\$500.00	To be used in Anthony Carlson's program at MHS on laser cutting.	Kirk McGinnis, Principal Monrovia High School		No cost to the District
12							
13							
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20							

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

8. 21/22-2078- PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #10 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 #10 - 012222.pdf](#)

Name/Company	Services	Amount	Site	Effective Dates	Funding
Sera Collection Services	Provide COVID vaccination clinics on two (2) dates: December 4, 2021 & January 8, 2022	\$22,518 per day	Human Resources	12/04/21 – 01/08/22	COVID-19 Testing Grant

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

9. 21/22-2079 - AGREEMENT WITH SAN MATEO-FOSTER CITY SCHOOL DISTRICT, SUPER CO-OP LEAD AGENCY

RECOMMENDATION

The Board of Education is requested to approve an agreement with San Mateo-Foster City School District to provide United States Department of Agriculture (USDA) Commodity Food Management support for our child nutrition program.

Rationale:

Board approval of this agreement will ensure the Food Services Department attains the best possible pricing for processed USDA Foods and their commercial equivalents, as well as USDA Foods distribution (brown boxes).

Background:

San Mateo-Foster City School District, Super Co-Op Lead Agency has provided the District with Commodity Food Management assistance since the 2019-20 school year. The company provides great customer service and efficient commodity food management with comparable prices. The District would like to continue to use this vendor for the 2022-2023 school year.

Budget Implication (\$ Amount):

Total annual cost to participate in this program is \$500.35.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2079\(b\) Agreement with San Mateo-Foster City School District 1-12-22.pdf](#)

Participant District: Monrovia Unified School District

Please check (✓) your response:

✓	We plan to CONTINUE membership with Super Co-Op JPA for SY2022-23.
	We do NOT plan to continue membership with Super Co-Op JPA for SY2022-23. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead District of the Super Co-Op Joint Powers Authority and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts and Participant Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead District is assigned control of the Participant District’s fair share of USDA Foods entitlement for SY2022-23. The Lead District is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of Participant.
3. Lead District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of Participant. Participant is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to Participant District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2022-23 Fees:
 - Membership Fees are paid by Participant District directly to the Lead District, billed in July 2022.
 - Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.
 - State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.
 - Delivery fees as per member district selected distributors.
 - All fees are subject to change, as approved by the Super Co-Op JPA Board of Directors.
 - Participant District agrees to remit all Super Co-Op JPA fees promptly upon receipt of invoice.

6. Participant District agrees to abide by the current Super Co-Op JPA Governing Rules, bylaws, conflict of interest cost and code of conduct, Brown Box Storage Policy, and other rules or policies as approved by the Board of Directors.
7. Should a loss of USDA Foods being held for the Participant District occur, due to/ but not limited to theft, spoilage, etc., the Lead District is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Participant District and Lead District shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Participant District shall respond to pre-planners and offerings promptly.
10. Participant District shall read all correspondence from the Super Co-Op JPA and respond promptly as indicated.
11. Participant District shall maintain accurate contact information with the Super Co-Op JPA to assure proper routing of invoices and correspondence.
12. Participant District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Participant District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead District, this Agreement shall convey to the new Lead District.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead District no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	<u>Kenneth W. Singleton</u>
Title	<u>Food Service Director</u>
Telephone	<u>626-471-2053</u>
Email	<u>ksingleton@monroviashools.net</u>

Accounts Payable Contact	
Name	<u>Alex Pelayo</u>
Title	<u>Food Services Assistant</u>
Telephone	<u>626-471-2054</u>
Email	<u>apelayo@monroviashools.net</u>

Additional Contact for USDA Foods management	
Name	<u>Lourdes Martinez</u>
Title	<u>Food Services Accountant</u>
Telephone	<u>626-471-2063</u>
Email	<u>lmartinez@monroviashools.net</u>

17. Each individual executing this Annual Renewal of Services on behalf of Participant District represents, for the benefit of Lead District, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Participant District.
18. Lead District and Participant District acknowledge that this Annual Renewal of Services is subject to approval by the Participant District's Board and this Annual Renewal of Services shall not be effective until after the Participant District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Participant District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on January 12, 2022.

Participant District	<u>Monrovia Unified School District</u>
Signature	
Print Name	<u>Dr. Ryan smith</u>
Title	<u>Superintendent</u>
Date	<u>01/12/2022</u>

Lead District	San Mateo-Foster City School District
Signature	
Print Name	Fran Debost
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2021 to Fran Debost at the Lead District. A signed copy will be returned to you.

Fran Debost
 fdebost@smfc.k12.ca.us
 San Mateo-Foster City School District
 1170 Chess Drive, Foster City, CA 94404
 Phone (650) 312-7201

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

10. 21/22-3046 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #10.

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

- [2022-01-12 Personnel Report 10.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #10

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Aditi	Arora	Daily Substitute	Employ, as needed	12/7/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
2 #	Gretchen	Esparza	Daily Substitute	Employ, as needed	11/17/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
3 #	Johanna	Figueroa	Daily Substitute	Employ, as needed	11/10/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
4 #	Andrew	Gagne	Daily Substitute	Employ, as needed	11/18/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
5 #	Amy	Gould	Daily Substitute	Employ, as needed	9/5/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
6 #	Kaitlyn	Hernandez	Daily Substitute	Employ, as needed	11/19/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
7 #	Andrew	Kleger	Daily Substitute	Employ, as needed	12/7/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
8 #	Annie	Lamb	Daily Substitute	Employ, as needed	11/18/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
9 #	Taylor	Nestlerode	Daily Substitute	Employ, as needed	11/29/21-6/8/22	District		G-00000.0	000003	\$190/day	100%
10 #	Andrew	Taylor	Daily Substitute	Employ, as needed	12/8/21-6/8/22	District		G-00000.0	000003	\$190/day	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
11 #	Randall	Bell	Teacher	COVID-19 testing for athletics	9/1/21-6/30/22	MHS	As needed	C-58300.0	004073	\$32.00/hr	100%
12 #	Anthony	Carlson	Teacher	CTE Intern Supv - correction to Position # 003810 (Bd 11/10/21)	11/1/21-6/30/22	MHS	NTE 50 hrs	C-63870.1	004091	\$32.00/hr	100%
13 #	Natasha	Diephuis	Teacher	ELA Curriculum Collaboration	9/1/21-6/8/22	Clifton	NTE 28 hrs	C-07102.0	003175	\$27.00/hr	100%
14 #	Lisa	Dols	Teacher	Tutoring	10/18/21-12/17/21	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
15 #	Naomi	Godinez	Teacher	After School Tutoring	11/1/21-6/8/22	Clifton	NTE 25 hrs	C-07102.0	003389	\$32.00/hr	100%
16 #	Nelson	Grant	Teacher	CTE Intern Supv - correction to Position # 003810 (Bd 11/10/21)	11/1/21-6/30/22	MHS	NTE 50 hrs	C-63870.1	004091	\$32.00/hr	100%
17 #	Ivy	Hernandez	Teacher	Tutoring	11/2/21-6/8/22	Monroe	As needed	G-00000.0	001658	\$32.00/hr	100%
18 #	Marcie	Hoopos	Teacher	ELA Curriculum Collaboration	9/1/21-6/8/22	Clifton	NTE 28 hrs	C-07102.0	003175	\$27.00/hr	100%
19 #	Cendy	Iraheta	Teacher	Tutoring	11/2/21-6/8/22	Monroe	As needed	G-00000.0	001658	\$32.00/hr	100%
20 #	Helen	Lee	Teacher	Monitor/inventory Maker Space	11/1/21-6/6/22	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
21 #	Kristina	Leonard	Teacher	After School Tutoring	11/1/21-6/8/22	Clifton	NTE 25 hrs	C-07102.0	003389	\$32.00/hr	100%
22 #	Jennifer	Mata	Teacher	Tutoring	10/18/21-12/17/21	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
23 #	Kevin	Mercado	CTE Teacher	Intern Supervision	10/1/21-10/31/21	MHS	NTE 29 hrs	C-63870.1	004091	\$32.00/hr	100%
24 #	Kevin	Mercado	Teacher	CTE Intern Supv - correction to Position # 003810 (Bd 11/10/21)	11/1/21-6/30/22	MHS	NTE 50 hrs	C-63870.1	004091	\$32.00/hr	100%
25 #	Richard	Montenegro	Teacher	CTE Intern Supv - correction to Position # 003810 (Bd 11/10/21)	11/1/21-6/30/22	MHS	NTE 50 hrs	C-63870.1	004091	\$32.00/hr	100%
26 #	Timothy	Newton	Teacher	CTE Intern Supv - correction to Position # 003810 (Bd 11/10/21)	11/1/21-6/30/22	MHS	NTE 50 hrs	C-63870.1	004091	\$32.00/hr	100%
27 #	Ross	October	Teacher	Monitor/upkeep Maker Space	11/2/21-6/6/22	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%
28 #	Virginia	Recendez	Teacher	Tutoring	11/2/21-6/8/22	Monroe	As needed	G-00000.0	001658	\$32.00/hr	100%
29 #	Traci	Robinson	Teacher	Tutoring	10/18/21-12/17/21	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
30 #	Tamara	Sharova	Teacher	Tutoring	10/18/21-12/17/21	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
31 #	Shannon	Varner	Teacher	Tutoring	10/18/21-12/17/21	Plymouth	NTE 1 hr/day	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	
32 #	Annette	Freitas	Teacher	Resignation	1/7/22	CO/MP

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
33 #	Sandra	Duff	Teacher	Transfer from Clifton to Mountain Park	10/27/2021	Mountain Park		C-32120.0	000831	E-13	100%
34 #	Shawn	Duff	Teacher	Transfer from MHS to Mountain Park	1/3/2022	Mountain Park		C-32120.0	000831	F-15	100%
35 #	Rebecca	Rousseau	Teacher	Transfer from MHS to Mountain Park	1/3/2022	Mountain Park		C-32120.0	000831	F-15	100%
36 #	Angeline	Arias	Teacher	Change in funding source(s)	12/1/2021	CELC		C-65000.0 50% C-60150.0 50%	003861	F-8	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
37 #	Rhonda	Luna	Counselor	Change in funding source(s)	7/1/2021	Canyon Oaks		C-63870.0 79.70% C-74250.0 17.66% C-39130.0 2.64%	003852	F-15	100%
38 #	Mitzi	Avila	Teacher	Approve stipend TEAL Coordinator	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$150 Stipend	100%
39 #	Gina	Ayala	Teacher	Approve stipend Human Highlighter Running Club	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
40 #	Gina	Ayala	Teacher	Approve stipend Track Coach	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
41 #	Gina	Ayala	Teacher	Approve stipend Cross Country Coach	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
42 #	Gina	Ayala	Teacher	Approve stipend Girls Basketball	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
43 #	Karla	Becerra	Teacher	Approve stipend TEAL Coordinator	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$150 Stipend	100%
44 #	Nancy	Bravo	Teacher	Approve stipend Dual Language Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
45 #	Rob	Cady	Teacher	Approve stipend PE Department Chair	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$800 Stipend	100%
46 #	Robin	Chicca	Teacher	Approve stipend Volleyball - Girls 6,7,8	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$850 Stipend	100%
47 #	Jeff	Crowell	Teacher	Approve stipend GATE Coordinator	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$200 Stipend	100%
48 #	Ashley	Davila	Teacher	Approve stipend Science Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
49 #	Erinn	Dickinson	Teacher	Approve stipend Renaissance Leadership	12/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$400 Stipend	100%
50	Erinn	Dickinson	Teacher	Approve stipend Makerspace/Science	4/1/22-6/8/22	Bradoaks		C-00701.0	001192	NTE \$102 Stipend	100%
51 #	Adlina	Dugan	Counselor	Approve stipend PBIS Coordinator	11/1/21-6/8/22	Clifton		C-07102.0	004093	NTE \$600 Stipend	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
52 #	Kelsey	Fielding	Teacher	Approve stipend STEM Club	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
53 #	Kim	Gero	Teacher	Approve stipend Student Council	11/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$300 Stipend	100%
54 #	Lafayette	Gooler	Teacher	Approve stipend Parades/Concerts	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$500 Stipend	100%
55 #	Nedra	Graham	Teacher	Approve stipend English Department Chair/AVID	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$1500 Stipend	100%
56 #	Dave	Hart	Teacher	Approve stipend Athletic Director	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$1800 Stipend	100%
57 #	Karen	Harvey	Teacher	Approve stipend Admin Designee	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$1500 Stipend	100%
58 #	Lisa	Herald	Teacher	Approve stipend Social Studies Department Chair	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$800 Stipend	100%
59 #	Spring	Hills-DuRose	Teacher	Approve stipend AVID Coordinator	9/1/21-6/8/22	Clifton		C-00706.0	003914	NTE \$2000 Stipend	100%
60 #	Marcie	Hoopes	Teacher	Approve stipend Language Arts Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
61 #	Adriana	Jacobo	Teacher	Approve stipend Renaissance Leadership	12/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$400 Stipend	100%
62 #	Wiley-Magana	Jennifer	Teacher	Approve stipend Special Ed Department Chair	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$800 Stipend	100%
63	Jill	Levengood	Teacher	Approve stipend SBAC/Testing Coordinator	4/1/22-6/8/22	Bradoaks		C-00701.0	001192	NTE \$250 Stipend	100%
64 #	Jill	Levengood	Teacher	Approve stipend Family Engagement/Parent Nights	12/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$500 Stipend	100%
65 #	Karen	Littlefield	Teacher	Approve stipend Student Council	11/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$300 Stipend	100%
66 #	Teresa	Macias	Teacher	Approve stipend Student Council	11/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$300 Stipend	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
67 #	Teresa	Macias	Teacher	Approve stipend PBIS Coordinator	12/1/21-6/8/22	Bradoaks		C-00701.0	001192	NTE \$400 Stipend	100%
68 #	Jennifer	Mata	Teacher	Approve stipend Yearbook	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$200 Stipend	100%
69 #	Randy	Medina	Teacher	Approve stipend Football Coach - 6,7,8	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$850 Stipend	100%
70 #	Randy	Medina	Teacher	Approve stipend Soccer - Boys	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$650 Stipend	100%
71 #	Donna	Monje	Teacher	Approve stipend Science Department Chair/AVID/Garden Club	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$2000 Stipend	100%
72 #	Christian	Mora	Teacher	Approve stipend Robotics	11/1/21-6/8/22	Clifton		C-07102.0	004093	NTE \$1500 Stipend	100%
73 #	Raul	Ochoa	Teacher	Approve stipend Newspaper Club	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
74 #	Jennifer	Oldenburg	Counselor	Approve stipend AVID Coordinator	9/1/21-6/8/22	Santa Fe		C-00706.0	003914	NTE \$2000 Stipend	100%
75 #	Erika	Ramirez Morales	Teacher	Approve stipend AVID Coordinator	9/1/21-6/8/22	MHS		C-00706.0	003914	NTE \$2000 Stipend	100%
76 #	Danny	Ray	Teacher	Approve stipend Social Science Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
77 #	Danny	Ray	Teacher	Approve stipend Social Media Coordinator	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
78 #	Susana	Reveles	Teacher	Approve stipend Admin Designee	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$1500 Stipend	100%
79 #	Susana	Reveles	Teacher	Approve stipend K Kids	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$200 Stipend	100%
80 #	Kristen	Reynolds	Substitute Teacher	Approve stipend GATE	1/1/22-6/8/22	Bradoaks		C-00701.0	001192	NTE \$1000 Stipend	100%
81 #	Tedese	Ross	Teacher	Approve stipend Basketball - Boys 6,7,8	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$850 Stipend	100%

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
82 #	Carol	Sieh	Teacher	Approve stipend Mandarin Coordinator	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$200 Stipend	100%
83 #	Stephanie	Sparks	Teacher	Approve stipend Math Department Chair	9/1/21-6/8/22	Santa Fe		C-00701.0	000236	NTE \$800 Stipend	100%
84 #	Chelsea	Strong	Teacher	Approve stipend Yearbook Coordinator	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$2000 Stipend	100%
85 #	Hiroshi	Suzuki	Teacher	Approve stipend Math Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
86 #	Hiroshi	Suzuki	Teacher	Approve stipend Webmaster	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
87 #	Xochitl	Valenzuela	Teacher	Approve stipend Special Education Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
88 #	Vickie	Velasco	Teacher	Approve stipend PE Department Chair	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$1000 Stipend	100%
89 #	Vickie	Velasco	Teacher	Approve stipend Athletic Director	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$2000 Stipend	100%
90 #	Vickie	Velasco	Teacher	Approve stipend Track Coach	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
91 #	Jeffrey	Wallick	Teacher	Approve stipend Renaissance Coordinator	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$2000 Stipend	100%
92 #	Timothy	Weed	Teacher	Approve stipend Colorguard Coach	9/1/21-6/8/22	Clifton		C-00701.0	001190	NTE \$500 Stipend	100%
93 #	Timothy	Weed	Teacher	Approve stipend Music Program	11/1/21-6/8/22	Clifton		C-07102.0	004093	NTE \$2000 Stipend	100%
94 #	Dana	Williams	Teacher	Approve stipend PTA Coordinator	11/1/21-6/8/22	Plymouth		C-00701.0	001254	NTE \$200 Stipend	100%

E. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
95 #	Andrea	Archibald	Volunteer I	Approve	12/6/21-6/30/22	MA
96 #	Mary	Baldry	Volunteer I	Approve	12/3/21-6/30/22	PL
97 #	Renee	Bovinette	Volunteer I	Approve	12/10/21-6/30/22	PL
98 #	Brooke	Dodd	Volunteer I	Approve	12/13/21-6/30/22	CL

E. Other - Volunteers (continued)

	First Name	Last Name	Classification	Action	Effective	Site
99 #	Alexander	Eng	Volunteer I	Approve	12/10/21-6/30/22	PL
100 #	Samantha	Fajardo	Volunteer I	Approve	11/22/2-6/30/22	BR,CL
101 #	Rosie	Getz	Volunteer I	Approve	12/10/21-6/30/22	PL
102 #	Kaitlyn	Gorbet	Volunteer I	Approve	12/10/21-6/30/22	PL
103 #	Rubysela	Grainger	Volunteer I	Approve	12/3/21-6/30/22	MA,MHS
104 #	Eva	Grello	Volunteer I	Approve	12/10/21-6/30/22	PL
105 #	Zeamari	Jacinto	Volunteer I	Approve	12/13/21-6/30/22	BR
106 #	Judy	Jones	Volunteer I	Approve	12/8/21-6/30/22	WR
107 #	Tiffany	Kwong	Volunteer I	Approve	12/8/21-6/30/22	MA
108 #	Carly	Lake	Volunteer I	Approve	12/10/21-6/30/22	PL
109 #	Cynthia	Lathrop	Volunteer II	Approve	11/30/21-6/30/22	BR
110 #	Craig	Lemon	Volunteer I	Approve	11/18/21-6/30/22	MA
111 #	Maura	Lemon	Volunteer I	Approve	11/19/21-6/30/22	MA
112 #	Jenny	Ly	Volunteer I	Approve	11/18/21-6/30/22	PL
113 #	Lorena	Morales	Volunteer I	Approve	11/30/21-6/30/22	PL
114 #	Jesse	Pipkin	Volunteer I	Approve	11/18/21-6/30/22	PL
115 #	Asenet	Prieto	Volunteer II	Approve	12/7/21-6/30/22	All sites
116 #	Stephanie	Ramos	Volunteer I	Approve	12/3/21-6/30/22	BR
117 #	Tamara	Rehaume	Volunteer I	Approve	12/8/21-6/30/22	PL
118 #	Terence	Rehaume	Volunteer I	Approve	12/8/21-6/30/22	PL
119 #	Natalie	Ridley	Volunteer I	Approve	12/7/21-6/30/22	PL,SF
120 #	Elisabeth	Rivas	Volunteer I	Approve	12/8/21-6/30/22	PL
121 #	Angela	Thurstan	Volunteer I	Approve	12/9/21-6/30/22	MA
122 #	Jeanette	Velasco	Volunteer I	Approve	12/9/21-6/30/22	WR
123 #	Suzanne	Walton	Volunteer I	Approve	12/9/21-6/30/22	MA
124 #	Jui-Ning(Renee)	Yang	Volunteer I	Approve	12/10/21-6/30/22	PL

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #10

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

A. Employments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1 #	Clarence	Hurley	Custodian	Wild Rose	Employ	\$2313.59/mo	21-H	1	6 hr./d.; 12 mo./yr.	11/29/2021	000282	G 00000.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
2 #	Sophia	Adkins	AVID Tutor	Tutor	Employ: 2021-22 AVID Tutor.	\$14.00/hr.	Flat	Rate	NTE: 5 hours per day.	12/1/21-6/9/22	004082	C 74250.0	100%
3 #	Raymond	Alarcon	Head Custodian I Extra Hours	Wild Rose	Employ: Alarm calls.	\$24.46/hr.	24	6	Hourly, as needed.	7/1/21-6/30/22	002780	G 00000.0	100%
4 #	Cynthia	Allen	Substitute After School Activity Leader	Wild Rose	Employ: To substitute as needed during the 2021-22 school year.	\$19.58/hr.	15	6	NTE: 2 hours per day.	12/10/21-6/8/22	000299	C 60100.0	100%
5 #	Marisol	Bermudez Huerta	Campus Assistant Extra Hours	Monroe	Employ: Campus supervision.	\$14.93/hr.	4	6	Hourly, as needed.	8/18/21-6/8/22	003814	G 00000.0	100%
6 #	Nicholas	Gimenez	School/Community Liaison Extra Hours	Monroe	Employ: Instructional support - organizing materials for students.	\$16.84/hr.	19	1	Hourly, as needed.	11/15/21-6/8/22	004062	C 74250.0	100%
7 #	John	Guerrero	Substitute After School Activity Leader	VESP	Employ: To substitute as needed during the 2021-22 school year.	\$16.87/hr.	15	3	Hourly, as needed.	11/16/21-6/8/22	000299	C 60100.0	100%
8 #	Jesus	Jara	Substitute Clerical Assistant I	Bradoaks	Employ: To substitute as needed during the 2021-22 school year.	\$16.04/hr.	17	1	NTE: 3 hours per day.	11/10/21-1/10/22	002311	G 00000.0	100%
9 #	Aja	Jones	Health Assistant II Extra Hours	District-wide	Employ: Contractual hours.	\$23.28/hr.	26	4	NTE: 42 hours total.	8/18/21-6/30/22	001735	G 00000.0	100%
10 #	Ann	Martinez	Custodian Extra Hours	MHS/TPAC	Employ: Fellowship Monrovia Church services/Taylor Performing Arts Center rental events.	\$22.17/hr.	20	6	Hourly, as needed.	11/1/21-6/30/22	002725	C 90221.0	100%
11 #	Sean	McCoy	Substitute Warehouse Operator/Delivery Driver	Warehouse	Employ: To substitute as needed during the 2021-22 school year.	\$23.87/hr.	23	6	NTE: 337.5 hours total.	12/20/21-5/3/22	004008	C 74220.0	100%
12 #	Mark	Reed	Custodian Extra Hours	Plymouth	Employ: Special events after school hours, PTA events and Family nights.	\$22.73/hr.	21	6	Hourly, as needed.	10/1/21-6/9/22	003767	C 07102.0	100%
13 #	Natalie	Ridley	Instructional Aide - Special Ed. Extra Hours	Santa Fe	Employ: COVID-19 contact tracing.	\$20.56/hr.	17	6	Hourly, as needed.	11/1/21-6/8/22	004072	C 58300.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
14	# Lissette	Rodriguez	Substitute Instructional Aide - Severe Disabilities	District-wide	Employ: To substitute as needed during the 2021-22 school year.	\$19.10/hr.	18	4	Hourly, as needed.	8/18/21-6/8/22	002801	C 65002.0	100%
15	# Alexa	Sanchez	AVID Tutor	Tutor	Employ: 2021-22 AVID Tutor.	\$14.00/hr.	Flat	Rate	NTE: 5 hours per day.	12/1/21-6/9/22	004082	C 74250.0	100%
16	# Lydia	Sanchez	Campus Assistant Extra Hours	Monroe	Employ: Campus supervision.	\$14.93/hr.	4	6	Hourly, as needed.	8/18/21-6/8/22	003814	G 00000.0	100%
17	# Diane	Sandoval	Library Technician I Extra Hours	Monroe	Employ: Resource center.	\$23.28/hr.	22	6	Hourly, as needed.	11/1/21-6/8/22	002592	C 30100.0	100%
18	# Alfredo	Valle	Interpreter	District-wide	Employ: Interpret for Special Ed parent meetings, IEPs, Assessments, etc.	\$27.00/hr.	Flat	Rate	Hourly, as needed.	11/16/21-6/30/22	002853	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
19	# Dafne	Canales	Preschool Developmental Aide	CELC	Voluntary resignation.	\$16.19/hr.	4-D	1	3 hr./d.; 9 mo./yr.	12/3/2021	000254	C 61050.0	100%
20	# Fernando	Carrillo	Instructional Aide - Special Education	MHS	Voluntary resignation.	\$20.56/hr.	17	6	3.5 hr./d.; 9 mo./yr.	11/28/2021	002613	C 33100.0	100%
21	# Carolyn	Liming	Instructional Assistant - Behavior 1:1	Plymouth	Voluntary resignation.	\$2608.50/mo	20	4	6 hr./d.; 9 mo./yr.	1/2/2022	003624	C 65000.0	100%
22	# Brenda	Mullins	Instructional Aide - Special Education	Wild Rose	Retirement	\$2674.01/hr.	17	6	6 hr./d.; 9 mo./yr.	12/31/2021	001934	C 33100.0	100%
23	# Elizabeth	Rubio	Instructional Aide-Kindergarten	Monroe	Voluntary resignation.	\$18.64/hr.	15	5	3 hr./d.; 9 mo./yr.	11/12/2021	002994	G 00000.0	100%
24	# Jessica	Vigil	Campus Assistant	Mayflower	Voluntary resignation.	\$14.00/hr.	4	1	2.25 hr./d.; 9 mo./yr.	12/17/2021	003793	G 00000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent	
25	#	Guadalupe	Contreras	Instructional Aide - Severe Disabilities	Mayflower	Transfer from Plymouth; based on student need.	\$2394.69/mo	18	3	6.08 hr./d.; 9 mo./yr.	8/18/2021	002745 C	65002.0	100%
26	#	Beth	Gromer	Instructional Aide - Special Education	Mayflower	Increase in hours, based on seniority. Transfer from Clifton.	\$2674.01/mo	17	6	6 hr./d.; 9 mo./yr.	11/17/2021	003023 C	65000.0	100%
27	#	Marlene	Gutierrez	Ltd. Term After School Activity Leader	Monroe	Ltd. Term assignment to temporarily fill vacant position.	\$3392.84/mo	21	3	8 hr./d.; 9 mo./yr.	10/1/21-12/31/21	000398 C	60100.0	100%
28	#	Stefanie	Hidalgo	Instructional Aide - Special Education	Bradoaks	Voluntary transfer from MHS.	\$2674.01/mo	17	6	6 hr./d.; 9 mo./yr.	11/12/2021	000385 C	65000.0	100%
29	#	Carie	Nuss	Instructional Assistant - Behavior 1:1	MHS	Transfer from AUSD; based on student need.	\$3696.87/mo	20	6	7.7 hr./d.; 9 mo./yr.	11/29/2021	003882 C	65000.0	100%
30	#	Guadalupe	San Martin Sanchez	Instructional Aide - Special Education	Clifton	Transfer from Mayflower; based on student need.	\$19.58/hr.	17	5	3.5 hr./d.; 9 mo./yr.	10/18/2021	000806 C	65000.0	100%
31	#	Brenda	Sandoval-Gonzales	Instructional Aide - Special Education	Clifton	Voluntary reduction in hours; transfer from Mayflower.	\$20.56/hr.	17	6	3.5 hr./d.; 9 mo./yr.	11/19/2021	003970 C	65000.0	100%
32	#	Christa	Serrano	After School Activity Leader	VESP	Promotion; transfer from Bradoaks.	\$16.07/hr.	15	2	3.75 hr./d.; 9 mo./yr.	12/6/2021	000308 C	60100.0	100%

F. Other

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent	
33	#	Robert	Fernandez	Walk-on Coach	Santa Fe	Approve stipend - Girls Basketball.	\$850.00 stipend paid over 3 months.	11/1/21-1/31/22	000663 C	00701.0	100%
34	#	Robert	Fernandez	Walk-on Coach	Santa Fe	Approve stipend - Softball.	\$650.00 stipend paid over 3 months.	3/1/22-5/31/22	000663 C	00701.0	100%
35	#	Jacqueline	Guerrero	Classified Stipend	MHS/TPAC	Approve stipend - To assist with the costuming of the winter production of <i>Oliver! The Musical</i> .	\$300.00 stipend paid over 1 month.	11/1/21-11/21/21	002765 C	90123.0	100%
36	#	Morgan	Hogan	Classified Stipend	MHS/TPAC	Approve stipend - To assist with the costuming of the winter production of <i>Oliver! The Musical</i> .	\$300.00 stipend paid over 1 month.	11/1/21-11/21/21	002765 C	90123.0	100%
37	#	Nancy	Kemp	Classified Stipend	Santa Fe	Approve stipend - Marquee	\$500.00 stipend paid over 10 months.	9/1/21-6/30/22	000663 C	00701.0	100%
38	#	Nancy	Kemp	Classified Stipend	Clifton	Approve stipend - Process monitor/academic support.	\$3,000.00 stipend paid over 8 months.	11/1/21-6/30/22	003987 C	07102.0	100%
39	#	Nancy	Kemp	Classified Stipend	Clifton	Approve stipend - PBIS Coordinator.	\$600.00 stipend paid over 8 months.	11/1/21-6/30/22	004092 C	07102.0	100%
40	#	Maria	Sandoval	Classified Stipend	Santa Fe	Approve stipend - ASB	\$500.00 stipend paid over 10 months.	9/1/21-6/30/22	000663 C	00701.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

11. 21/22-3047 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Travel and Conference Report #6.

Rationale:

All personnel travel and conference/in-service attendance are routinely approved by the Board of Education.

ATTACHMENTS

- [01122022 TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Conference/Inservice Attendance and Travel
Report #6

GROUP A (Within budget. For maintenance and/or improvement of district programs)

None

GROUP B (Not within budget. Budget transfer required)
None

GROUP C (Within budget of Federal/Special programs)

- 1/ California School Public Relations Association
March 8- 12, 2022, Sacramento, CA
Estimated cost: \$1597.30
(Registration: \$525.00; Meals: \$310.50; Lodging: \$595.00; Airfare: \$166.80.)

Gustavo Olguin, Public Information Officer.

GROUP D (No cost to District)

- 2/ California Assoc for Supervision & Curriculum (CASCD)
January 24, 2022, Sacramento, CA
Estimated cost: \$0.00

Sue Kaiser, Assistant Superintendent, Educational Services.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

12. 21/22-3055 - QUARTERLY UNIFORM COMPLAINT

RECOMMENDATION

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

Rationale:

This quarterly report to the Board of Education will be used to summarize any complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions for the period of October 1 to December 31, 2021.

Background:

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

Additional Information:

A copy of the report is attached.

ATTACHMENTS

- [2nd quarter 2021 UCP Reporting signed.pdf](#)



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

District Name: Monrovia Unified School District Date: 1/3/2021

Person completing this form: D.Jackson Title: Assistant Superintendent , HR.

Quarter covered by this report (Check One Below):

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

Date for information to be reported publicly at governing board meeting: January 12, 2022

Please check the box that applies:

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

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

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

Signature of District Superintendent  Date 1-4-2022

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

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

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

13. 21/22-5040 - BOARD POLICY 5141.22, *INFECTIOUS DISEASES*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5141.22, *Infectious Diseases*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of Board Policies and Administrative Regulations and is presenting these policies for review. At the December 8th BOE meeting, the Board received the attached policies for first reading. With no further edits received from the Board of Education, these are being presented for final approval.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. These policies contains revisions as recommended by CSBA for Board Policy and Administrative Regulation 5141.22, *Infectious Diseases*. The policy updates have been reviewed by the appropriate instructional stakeholders prior to presenting them for Board approval.

Additional Information:

A copy of the proposed Board policy and administrative regulation is attached.

ATTACHMENTS

- [BP 5141.22 Infectious_Diseases MUSD January 12, 2022 Final .pdf](#)
- [AR 5141.22 Infectious_Diseases MUSD January 12, 2022 Final.pdf](#)

Infectious Diseases

Students

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing ~~an appropriate~~ a high-quality education for all students. The Board recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases.

Infectious Disease Prevention

The Superintendent or designee shall collaborate with parents/guardians and local ~~and state agencies and organizations~~ health officials to develop ~~and regularly update~~ a comprehensive ~~plan for approach to~~ disease prevention that promotes preventative measures, ~~mitigation, education, communication, and training and education of students and staff.~~ All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.

(cf. 0400 - Comprehensive Plans)

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

(cf. 0415 - Equity)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1312.3 - Uniform Complaint Procedures)

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

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.26 - Tuberculosis Testing)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs ~~and operations~~ are based on the most up-to-date information.

The Superintendent or designee shall ensure that the district's comprehensive health education program provides ~~age-appropriate~~ information about the ~~nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases.~~

~~prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.~~

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.8 - Comprehensive Health Education)

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

Universal Precautions

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

(cf. 5141 - Health Care and Emergencies)

(cf. 6145.2 - Athletic Competition)

Students with Infectious Diseases

The Superintendent or designee shall exclude students **from on-campus instruction** only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 - Exclusions from Attendance)

(cf. 6164.6 - Identification and Education Under Section 504)

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize the child's exposure to other diseases in the school

setting. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak. The Superintendent or designee shall ensure that student confidentiality rights are strictly observed in accordance with law.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE

48210-48216 Persons excluded

49060-49069.7 Student records

49073-49079 Privacy of pupil records

49403 Cooperation in control of communicable disease and immunization of pupils

49405 Smallpox control

49406 Examination for tuberculosis (employees)

49408 Student emergency information

49602 Counseling and confidentiality of student information

51202 Instruction in personal and public health and safety

CIVIL CODE

56-56.37 Confidentiality of Medical Information Act

1798-1798.78 Information Practices Act

HEALTH AND SAFETY CODE

120175.5 Local health officers and communicable diseases

120230 Exclusion for communicable disease

120325-120380 Immunization against communicable diseases

120875-120895 AIDS information

120975-121023 Mandated blood testing and confidentiality to protect public health

121475-121520 Tuberculosis tests for students

CALIFORNIA CONSTITUTION

Article 1, Section 1 Right to Privacy

CODE OF REGULATIONS, TITLE 8

5193 Bloodborne pathogens

CODE OF REGULATIONS, TITLE 17

2500-2511 Communicable disease reporting requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Privacy of individually identifiable health information

COURT DECISIONS

Thomas v. Atascadero Unified School District, (1986) 662 F.Supp. 376

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2014

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

School District (K-12) Pandemic Influenza Planning Checklist

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Revised: December 2021

Adopted: August 27, 2008

(Replaces: BP 3581 Infectious Disease Prevention Program) (Adopted: April
28, 1993)

Infectious Diseases

Students

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health.
2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen.
3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures.

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Youth)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)

4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law.
5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies.
6. Procedures for the cancellation or alteration of extracurricular activities and field trips.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

7. Protocols for transportation of students using district vehicles.

(cf. 3540 - Transportation)

(cf. 3543 - Transportation Safety and Emergencies)

8. Information on effective hygiene practices.

9. Provisions for continuing free and reduced-price meal services.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3553 - Free and Reduced Price Meals)

10. Processes for protecting students who are at higher risk from the disease.

11. Programs that enhance a positive school climate and foster the emotional well-being of all students.

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 6164.2 - Guidance/Counseling Services)

12. Guidelines for cleaning and sanitization of district facilities and equipment.

(cf. 3510 - Green School Operations)

(cf. 3514.1 - Hazardous Substances)

13. Protocols for visitors and outside groups that utilize district facilities.

14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.

(cf. 5142 - Safety)

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.

a. Students shall use individual sterile lancets **that have engineered sharps injury protection** for finger punctures and shall not reuse them.

b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.

c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.

4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.

5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.93 - Science Instruction)

Revised: December 2021

Adopted: August 27, 2008

(Replaces: AR 3581 Exposure Control Plan for Infectious Disease (Bloodborne Pathogens); (Adopted: April 28, 1993)

(Replaces: AR 3581(a) Consent and Release for Hepatitis B Vaccine Inoculation) (Adopted: April 28, 1993)

(Replaces: AR 3581(b) Hepatitis B Vaccine Declination) (Adopted: April 28, 1993)

(Replaces: AR 3581(c) Occupational Exposure/First Aid Incidents)

(Adopted: April 28, 1993)

(Replaces: AR 3581(d) Hepatitis B Vaccine Record) (Adopted:

April 28, 1993)

(Replaces: AR 3581(e) Training Policy)

(Adopted: April 28, 1993) (Replaces: AR 3581(f) HBV Training Record)

(Adopted: April 28, 1993)

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

14. 21/22-5041- RESOLUTION RECOGNIZING THE STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-13, recognizing the continued state of emergency and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

Rationale:

At the December 13th 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 #2122-10. 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 AB 361 expires on January 31, 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 - 011222.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2122-13
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 12th day of January, 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: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

1. 21/22-1073 - MONROVIA UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT WITH FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT)

RECOMMENDATION

The Board of Education is requested to approve a service agreement with the Fiscal Crisis and Management Assistance Team (FCMAT) for a K-12 Associated Student Body (ASB) Workshop.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

As part of the District's commitment to fiscal responsibility, this workshop will provide useful information to all staff members involved with the Associated Student Body fundraising and club advisor practices. The workshop will cover such topics as student council decision-making authority, useful tools and procedures, applicable laws and regulations, rules and responsibilities, effective procedures for safeguarding assets, how money can be raised and spent, and general business practices and internal controls.

Background:

The Fiscal Crisis and Management Assistance Team was created by Assembly Bill 1200 in 1991 to help Local Educational Agencies meet and maintain their financial obligations. FCMAT's mission is to help California's K-14 educational agencies identify, prevent, and resolve financial, operational, and data management challenges by providing management assistance and professional learning opportunities.

Budget Implication (\$ Amount):

Total cost of the FCMAT workshop is \$2,900, and will be paid from the Expanded Learning Opportunities (ELO) Grant funds.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [FCMAT Agreement - 20211208.pdf](#)



FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

**FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
December 09, 2021**

The Fiscal Crisis and Management Assistance Team (FCMAT), hereinafter referred to as the team, and the Monrovia Unified School District, hereinafter referred to as the district, mutually agree as follows:

1. BASIS OF AGREEMENT

Based on the provisions of Assembly Bill 1200 (1991), the mission of the Fiscal Crisis and Management Assistance Team is to help California's local educational agencies fulfill their financial and management responsibilities by providing fiscal advice, management assistance, training and other related school business services. FCMAT coordinates statewide professional learning efforts for school business officials. The district has requested that the team conduct associated student body staff development training.

2. SCOPE OF THE WORK

Conduct a 3.5-hour associated student body workshop for the Monrovia Unified School District located at 325 E. Huntington Drive, Monrovia, CA 91016 on January 24, 2022 from 8:30 a.m. to 12 p.m., as requested. Registration begins at 8 a.m. and is limited to only participants of the Monrovia Unified School District.

3. PROJECT PERSONNEL

The workshop team will include:

Michael Ammermon, CPA, CFE, CRFAC, DABFA FCMAT Intervention Specialist

Other equally qualified FCMAT staff or consultants will be substituted in the event the above individual is unable to participate in the workshop.

4. PROJECT COSTS

The cost for studies requested pursuant to E.C. 42127.8 (d) (1) shall be:

- A. \$1,100 per day for each staff member and the cost of independent FCMAT consultants will be billed at their actual daily rate for all work performed.

- B. All out-of-pocket expenses, including travel, meals and lodging.
- C. The district will be billed based on actual costs for the consultant. **The total not-to-exceed cost of the study will be \$2,900.**
- D. The ASB Accounting Manual, Fraud Prevention Guide and Desk Reference is available on our website in two formats electronic and print at <https://www.fcmat.org/2015-asb-accounting-manual-fraud-prevention-guide-and-desk-reference>.
- The interactive version of the manual contains the following features:
 - Clicking on any item in the table of contents will take you to that section
 - Clicking on the upward pointing arrow on the first page of any chapter will take you back to the table of contents
 - Clickable links to internet addresses
 - Clickable links to most online forms in native file formats
 - Clicking on a legal code number will take you to the code online in most cases.

Forms contained in the manual are available separately on the website as Adobe Acrobat (.pdf), Microsoft Word (.docx) and Rich Text Format (.rtf) files. Most pdf forms can be filled out electronically and printed using Adobe's free Acrobat Reader or other pdf reader software. Completed pdf forms can be saved with Acrobat Professional or other pdf editing software.

Please contact the FCMAT office by email at contact@fcmat.org or phone at (661) 636-4611 if you have any questions about the manual.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent located at 1300 17th Street, CITY CENTRE, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE DISTRICT

The district will provide appropriate space and accommodations for the workshop, a laptop and an overhead projector, and make copies of the presentation for all participants prior to the workshop.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The district shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The workshop is scheduled for January 24, 2022, from 8:30 a.m. to 12 p.m.

7. **INDEPENDENT CONTRACTOR:**

FCMAT is an independent contractor and is not an employee or engaged in any manner with the district. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the district in any manner without prior express written authorization from an officer of the district.

8. **INSURANCE:**

During the term of this agreement, FCMAT shall maintain liability insurance in an amount of not less than \$1 million unless otherwise agreed upon in writing by the district, automobile liability insurance in the amount required under California state law, and workers' compensation as required under California state law. Upon the request of the district and the receipt of the signed study agreement, FCMAT shall provide certificates of insurance, with Monrovia Unified School District named as additional insured, indicating applicable insurance coverages.

9. **HOLD HARMLESS:**

FCMAT shall hold harmless the district, its officers, agents, and employees from all third-party suits, claims and liabilities resulting solely from negligent acts or omissions of FCMAT's officers, agents and employees undertaken under this agreement. The district shall hold harmless FCMAT, its officers, agents, and employees from all third-party suits, claims and liabilities resulting solely from negligent acts or omissions of FCMAT's officers, agents and employees undertaken under this agreement.

10. **COVID-19 PANDEMIC**

Because of the existence of COVID-19 and the resulting shelter-at-home orders, local educational agency closures and other related considerations, at FCMAT's sole discretion, revisions may be made. Examples of such revisions may include, but not be limited to, the following:

- A. Workshops and trainings may be conducted remotely.
- B. The district may be relieved of its duty to provide conference and other work area facilities for the team.

11. **FORCE MAJEURE**

Neither party will be liable for any failure of or delay in the performance of this study agreement due to causes beyond the reasonable control of the party, except for payment obligations by the district.

12. CONTACT PERSON

Contact: Catherine Real, Director of Counseling, College, & Careers
 Telephone: (626) 471-2034
 Email: creal@monroviaschools.net

Dr. Ryan Smith, Superintendent Date
 Monrovia Unified School District

Shayleen Harte, Deputy Executive Officer Date
 Fiscal Crisis and Management Assistance Team

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

2. 21/22-1074 - SERVICE AGREEMENT WITH "PROJECT LEAD THE WAY" (PLTW)

RECOMMENDATION

The Board of Education is requested to approve a service agreement with "Project Lead The Way" (PLTW).

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

As part of Monrovia Unified School District's College and Careers, and in keeping with LCAP Goal 3.2, to implement Pre-K through 12 access to broad course study, the Board is requested to approve a service agreement with Project Lead The Way (PLTW) to provide Career Technical Education (CTE) project-based learning curriculum, local and national-level professional development, web-based resources, and assessment data tracking for the new Monrovia High School PLTW Engineering pathway.

Background:

Project Lead The Way (PLTW) is a nonprofit organization that provides a transformative learning experience for Pre-K through 12 students and teachers across the United States. PLTW empowers students to develop and apply in-demand, transportable skills by exploring real-world challenges. PLTW has extensive curricula to implement a new Engineering curriculum at Monrovia High School.

Budget Implication (\$ Amount):

The budget for this service agreement includes PLTW annual certification costs of \$3,200 per course. Costs will be paid from the K-12 Strong Workforce Program Grant, Round IV. There will be one course in 2022-23, and a second course added in 2023-24. All instructional materials and training costs will be funded by the K-12 Strong Workforce Program grant, Round IV.

Legal References:

Education Code Section 53070(a) establishes the California Career Technical Education Incentive Grant Program as a state education, economic, and workforce development initiative with the goal of providing pupils in K-12 with the knowledge and skills necessary to transition to employment and postsecondary education. Education Code Section 17604 requires all contracts and agreements to be approved or ratified by the Board of Education.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [PLTW Service Agreement - 20220112.pdf](#)



Terms and Conditions

These terms and conditions outlined in this agreement (“**Agreement**”) are between Monrovia Unified School District, located in CA (the “**Program Participant**”) and PROJECT LEAD THE WAY, INC., (“**PLTW**”).

PLTW has established a comprehensive education program (the “**Program**”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms.

The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "**equipment**") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed

on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment (“**EOC Assessments**”) provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as “**data**”). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student’s estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant’s control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as “**materials**”). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW “atom” logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program’s distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW’s marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW’s trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property

provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:
Monrovia Unified School District
325 EAST HUNTINGTON DR.
MONROVIA, CA
91016

If to PLTW:
Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive, Suite 400
Indianapolis, IN 46240
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.



Monrovia Unified School District

Date: _____

By: _____


Program Participant Superintendent or
Program Participant Board
President/Chairperson, or its legally
authorized designee

Name: _____

Title: _____

Project Lead The Way, Inc.

Date: _____

By:  _____

Kathleen E. Mote
EVP & Chief Administrative Officer



PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

Monrovia Unified School District

325 EAST HUNTINGTON DR. ,
MONROVIA CA, 91016

Program Coordinator

Catherine Real
creal@monroviaschools.net

Program Coordinator

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

New PLTW Programs

PLTW Engineering (9-12)

Site Name	Implementation Year
Monrovia High	2021-2022

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

NOT AN INVOICE

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: _____

By: _____

Program Participant or its legally authorized designee

Date: _____ December 9, 2021 _____

By: _____



*Kathleen E. Mote
EVP & Chief Administrative Officer*

NOT AN INVOICE

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

3. 21/22-1075 - PROFESSIONAL SERVICES AGREEMENT WITH KATHY GOMEZ FOR CANYON EARLY LEARNING CENTER (CELC)

RECOMMENDATION

The Board of Education is requested to approve an agreement with Kathy Gomez to provide Early Childhood Environment Rating Scale (ECERS) training to Canyon Early Learning Center (CELC) staff.

Motion by _____, seconded by _____, Vote ____

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

Board Member Gholar ____, Board President Lockerbie ____

Rationale:

Canyon Early Learning Center (CELC) is seeking approval for a contract with Kathy Gomez, an Educational Consultant, and Lakeshore Learning Professional Development Coach. Board approval of this agreement will all allow Ms. Gomez to complete an independent Early Childhood Environmental Rating Scale (ECERS) review of the Preschool Program, as well as provide CELC staff with ECERS training. State-run preschools are mandated to conduct ECERS reviews annually as part of the Program Self Evaluation. The professional development to be provided would be a continuation of the Desired Results Developmental Profile (DRDP) training conducted for CELC staff in November 2021.

Background:

The ECERS review requires one (1) school day to complete per classroom, and CELC has five classrooms that need to be reviewed; therefore, five contracted days are needed to complete the ECERS reviews. In addition to this independent review, Ms. Gomez will provide two days of professional development on Desired Results Developmental Profile (DRDP) and Classroom Assessment Scoring System (CLASS) assessments, bringing the total number of contracted days of services with Ms. Gomez to seven (7).

Budget Implication (\$ Amount):

Total cost for this training is \$6,440, and will be paid from the California State Preschool Program Grant.

Legal References:

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

Additional Information:

A copy of the service agreement is attached.

ATTACHMENTS

- [K. Gomez Prof. Service Agmt. - 011222.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

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

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

THIS CONTRACT made and entered into this 13th day of January, 2022 by and between Kathy Gomez, hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

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

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

Six thousand four hundred forty-four and No/100 ---- **Dollars (\$ 6,440.00)**

 the following services:
 Provide staff development in the following areas: five (5) days of ECERS, and two (2) days of professional development. Dates to be determined, however, the dates will be scheduled in March 2022.
2. The term of this contract shall begin March 1, 2022 and will terminate on or before March 31, 2022.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the **Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District's written approval of the work (which approval shall not be unreasonably withheld).
5. Approvals for payment shall be authorized by a responsible District administrator.
6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:
 - Insurance Forms
 - Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also

provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

- Individual
- Sole Proprietorship
- Partnership
- Corporation
- Other

TAX IDENTIFICATION

Employer Identification

Social Security Number

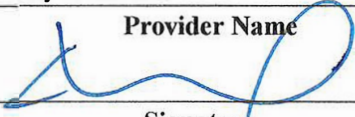
Under penalty of perjury, I certify that the number shown on this form is my correct taxpayer identification number.

PROVIDER

MONROVIA UNIFIED SCHOOL DISTRICT

Kathy Gomez

Provider Name



Signature

Superintendent

TITLE: Educational Consultant

DATE: _____

LICENSE NUMBER: _____

ADDRESS: _____

DATE: 12-9-2021

PHONE: _____

FAX: _____

Business Services Only

Account No: _____

Verification and Approval: _____

Board Approval Date: _____

Purchase Order No.: _____

GENERAL TERMS AND CONDITIONS

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

12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.

15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).

16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.

18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.

19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.**
The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to

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

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

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

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

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

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

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

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

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

Signature

Date 12-9-21

Adopted: October 24, 2007

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:



Proposal

To: Monrovia School District
1000 S. Canyon Blvd.
Monrovia, CA 90250

ATT: Tom Mcfadden
Director
Expanded Learning Programs

FROM: Kathy Gomez
Educational Consultant
207 Fallingstar
Irvine, CA 92614

SERVICES: Provide staff development in the following areas: 5 days of ECERS, and 2 days of Professional Development.

Services and Itemized Expenses: \$115/hr.
\$920 Daily Rate
\$460 (1.5 hour) virtual trainings/coaching

Total amount: \$6,440.00

Submitted by: _____ DATE: November 18, 2021
Kathy Gomez

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

4. 21/22-2080 - SERVICE AGREEMENT WITH COLBI TECHNOLOGIES

RECOMMENDATION

The Board of Education is requested to approve a service agreement with Colbi Technologies to provide pre-qualification and CUPCCA registration, monitoring, and compliance review services.

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

Rationale:

The Board of Education is recommended to approve and implement pre-qualification of construction contractors under Public Contract Code. 20111.6 utilizing the “Quality Bidders Platform” questionnaire and corresponding services. The Board of Education is also recommended to approve and implement an informal bid and qualified vendor pool application, registration, and review service under Public Contract Code 22000 utilizing the “Quality Bidders Platform,” CUPCCAA registration application, and corresponding services. Vendor services will allow the District to vastly expand and improve its vendor pool for formal and informal bid opportunities in the public works & projects arena for the District. Vendor services will allow the District to use an integrated, modernized, and quality–risk management approach to advertising, sourcing, vetting, and selecting appropriate construction and maintenance vendors for deemed projects. This service will vastly improve the quality and quantity of competitive vendor bids responses, capture and provide cogent “real-time” vendor data for decision making, minimize commercial and fiscal risks, reduce labor and administrative processing times, provide vendor outlook trend analysis, foster efficient advertising/outreach, capture audit data, and ensure compliance with local and state laws.

Background:

Per Public Contract Code (PCC) 20111.6, construction contracts awarded on or after January 1, 2014, requires school district’s Board of Education, with average daily attendance over two thousand five hundred (2,500), pre-qualify bidders for public works projects using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Education Code 17070.10 et seq.), or any funds from any future state school bond for a public project with a projected expenditure of one million dollars (\$1,000,000) or more. Bidders subject to this requirement shall include the general contractor and, if utilized, all electrical, mechanical, and plumbing subcontractors licensed pursuant to Business and Professions Code 7058. Monrovia Unified School District participates as a CUPCCA District. Because of this, the

District can use alternative bidding methods when an agency performs public project work by contract or maintenance. Public Contract Code section 22034(a) states that the agency shall require a list of all qualified contractors by categories of work or trade to be maintained. The agency must notify contractors on the list. This section also allows notifications to the required trade journals and exchanges to be used as an alternate. The use of the contractor list, maintenance, and notification of contractors is a compliance requirement as a CUPCAA participating agency.

Budget Implication (\$ Amount):

Total annual cost for this agreement is \$7,500 which includes a license to utilize the vendor software, managed services, and support services.

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 service agreement is attached.

ATTACHMENTS

- [BA Item 2080\(b\) Service Agreement with Colbi Technologies 1-12-22.pdf](#)

Quality BiddersSM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on February 1, 2022 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Monrovia Unified School District, having its principal place of business at 325 E Huntington Dr, Monrovia, CA 91016, ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality BiddersSM software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 60 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section subject to reasonable approval of Customer. Customer may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This agreement will continue and may be extended for successive one-year periods; subject to annual renewal; for a maximum of four extended term periods. A new agreement must be negotiated, written and agreed upon in writing.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 45 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 45-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 45 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in

full force and effect after expiration or termination of this Agreement. Expiration or termination of this agreement will not relieve Colbi of its duty and agreed obligation to ensure Client that Colbi does not have any right, title or interest in or to Customer data.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.

Monrovia Unified School District



Lettie Boggs, CEO

Ryan D. Smith

December 22, 2021
Date

Superintendent
Title

01-0679534
Federal I.D.#

Date

EXHIBIT A Quality BiddersSM Software Services

During the term of this Agreement, Colbi will provide Quality BiddersSM software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality BiddersSM
- Live phone support during normal business hours (Pacific Standard Time)¹.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: Waived
- CUPCCAA Annual Software Service Fee: \$2,500 per year
- Pre-Qualification Application Review Fees: Billed at \$115 per application marked ready for approval not to exceed 350 contractors per year.
 - Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.
- CUPCCAA Review Service Fee: \$5,000.00 per year
 - Colbi will provide daily monitoring of CUPCCAA registration applications. Colbi will register contractors for Customer informal bidding based on our ability to verify Contractor License and DIR registration. During the month of November, Colbi will mail out a written notice on behalf of the Customer, to construction trade journals designated by DIR for the District, inviting all licensed contractors to submit registration applications for inclusion on the Customer's CUPCCAA informal bidding list for the next year.

Service Commencement Date: February 1, 2022

Availability

Colbi commits to 99.9% uptime and availability of Quality BiddersSM software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality BiddersSM software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Quality BiddersSM software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.

¹ Excludes weekends and holidays.
Colbi Technologies, Inc.
#20190530

- Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
- Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
- Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.
 - Minor bug fixes.
 - An incident with little impact on data or user experience and can be handled on a scheduled basis.
 - Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays²)
 - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays⁵
 - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to gbsupport@colbitech.com
 - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
 - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality BiddersSM may be suspended — suspension of access for scheduled maintenance and updates does not constitute “Downtime.” Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

² Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.
Colbi Technologies, Inc.
#20190530

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

5. 21/22 -3052 – APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND CSEA REGARDING JUNETEENTH

RECOMMENDATION

The Board of Education is requested to ratify a Memorandum of Understanding between the Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) to include Juneteenth as a paid holiday on December 29, 2022.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie_____

Rationale:

The Monrovia Unified School District and CSEA both agree that any employee who was required to work June 18, 2021, or June 21, 2021, will receive one additional paid day off to be used during the 2021-2022 school year. The additional paid day off will be taken on December 29, 2021.

Background:

On June 18, 2021, the President of The United States signed a proclamation recognizing June 19th (or “Juneteenth”) as a federal holiday in recognition of the day on which enslaved Americans in Galveston, Texas, finally received word they were free.

Additional Information:

A copy of the MOU is attached.

ATTACHMENTS

- [CSEA Juneteenth MOU Dec 2021 with signatures.pdf](#)

Memorandum of Understanding (MOU)
by and between the Monrovia Unified School District (District)
and the California School Employees Association
and its Monrovia Chapter 20 (CSEA)

Juneteenth

This MOU is entered into by and between the Monrovia Unified School District (District), and the California School Employees Association and its Monrovia Chapter 20 (CSEA). This MOU shall not be deemed precedent setting.


On June 17, 2021, President Joe Biden signed legislation establishing Juneteenth (June 19) as a federal holiday. The holiday was observed on June 18, 2021.

The parties agree that any employee who was required to work June 18, 2021 or June 21, 2021 will receive one additional paid day off to be used during the 2021-2022 school year. The additional paid day off will be taken on December 29, 2021.

Hours will be prorated for part-time employees.

The parties agree to incorporate Juneteenth into the list of recognized holidays outlined in the Contract during the next round of negotiations.


This MOU will become effective following ratification by the Monrovia School Board of Education and CSEA and its Monrovia Chapter 20.

By: 
Dr. Darvin Jackson
Assistant Superintendent
Personnel Services
MUSD

By: Ronnie A. Delgado
Ronnie Delgado
President
CSEA Chapter 20

Dated: 12 / 10 / 2021

Dated: 12 / 10 / 2021

By: 
Andy Ritchie
Labor Relations Representative
CSEA

TITLE	Please sign at your earliest convenience.
FILE NAME	CSEA Juneteenth MOU Dec 2021.pdf
DOCUMENT ID	5ffc5a84f9a7ad755d0a076eda2aaa27408c1f13
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	12 / 10 / 2021 00:05:53 UTC	Sent for signature to Darvin Jackson (djackson@monroviaschools.net), Ronnie Delgado (rdelgado@monroviaschools.net) and Andrew Ritchie (aritchie@csea.com) from cgranger@monroviaschools.net IP: 160.72.26.94
 VIEWED	12 / 10 / 2021 00:17:36 UTC	Viewed by Andrew Ritchie (aritchie@csea.com) IP: 45.49.6.198
 SIGNED	12 / 10 / 2021 00:18:05 UTC	Signed by Andrew Ritchie (aritchie@csea.com) IP: 45.49.6.198
 VIEWED	12 / 10 / 2021 16:48:41 UTC	Viewed by Ronnie Delgado (rdelgado@monroviaschools.net) IP: 47.154.164.191
 SIGNED	12 / 10 / 2021 16:48:55 UTC	Signed by Ronnie Delgado (rdelgado@monroviaschools.net) IP: 47.154.164.191

TITLE	Please sign at your earliest convenience.
FILE NAME	CSEA Juneteenth MOU Dec 2021.pdf
DOCUMENT ID	5ffc5a84f9a7ad755d0a076eda2aaa27408c1f13
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



12 / 10 / 2021
17:25:39 UTC

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IP: 160.72.26.94



12 / 10 / 2021
17:25:57 UTC

Signed by Darvin Jackson (djackson@monrovia-schools.net)
IP: 160.72.26.94



12 / 10 / 2021
17:25:57 UTC

The document has been completed.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

6. 21/22 - 3053 – MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) REGARDING MINIMUM WAGE

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) to adhere to the state minimum wage increase.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The Board of Education is requested to approve the attached MOU to implement the statutory California minimum wage increase. Both Monrovia Unified School District and CSEA agree to the attached salary schedules.

Background:

The minimum wage in California increased to \$15/hour on January 1, 2022.

Additional Information:

A copy of the signed MOU and salary schedules are attached.

ATTACHMENTS

- [CSEA 2021 Minimum Wage MOU \(signed\).pdf](#)

Memorandum of Understanding (MOU)

**by and between the Monrovia Unified School District (District)
and the California School Employees Association
and its Monrovia Chapter 20 (CSEA)**

Minimum Wage Increase

This MOU is entered into by and between the Monrovia Unified School District (District), and the California School Employees Association and its Monrovia Chapter 20 (CSEA). This MOU shall not be deemed precedent setting.

The minimum wage in California will increase to \$15/hour on January 1, 2022.

In order to comply with the increase in minimum wage, the parties agree to the attached salary schedule.

This MOU is to ensure the salary schedule is current as of January 1, 2022. CSEA is not waiving its right to engage in negotiations for compensation and benefits for the current school year.



**Dr. Darvin Jackson
Asst. Superintendent, Human Resources
Monrovia Unified School District**



**Ron Delgado
Chapter President
Monrovia Chapter 20**

12 / 10 / 2021

Date signed

12 / 10 / 2021

Date signed



**Andy Ritchie
Labor Relations Representative
CSEA**

MONROVIA UNIFIED SCHOOL DISTRICT
FISCAL SERVICES DEPARTMENT
2021-22 CLASSIFIED SALARY SCHEDULE (NON-12 MONTH EMPLOYEES)
EFFECTIVE JULY 1, 2020 (Retroactive 1.00%)
\$15.00 MINIMUM WAGE EFFECTIVE JANUARY 1, 2022

Salary Range	Step 1	Hourly Rate	Step 2	Hourly Rate	Step 3	Hourly Rate	Step 4	Hourly Rate	Step 5	Hourly Rate	Step 6	Hourly Rate	Salary Range
4	2,600.00	15.00	2,600.00	15.00	2,600.00	15.00	2,600.00	15.00	2,600.00	15.00	2,600.00	15.00	4
12	2,600.00	15.00	2,600.00	15.00	2,716.29	15.67	2,854.07	16.48	2,998.57	17.29	3,150.91	18.18	12
13	2,600.00	15.00	2,650.20	15.29	2,784.64	16.07	2,925.76	16.87	3,073.60	17.74	3,229.29	18.64	13
14	2,600.00	15.00	2,716.29	15.67	2,854.07	16.48	2,998.57	17.29	3,150.91	18.18	3,309.95	19.10	14
15	2,645.75	15.27	2,784.64	16.07	2,925.76	16.87	3,073.60	17.74	3,229.29	18.64	3,392.84	19.58	15
16	2,711.81	15.65	2,854.07	16.48	2,998.57	17.29	3,150.91	18.18	3,309.95	19.10	3,478.00	20.07	16
17	2,779.04	16.04	2,925.76	16.87	3,073.60	17.74	3,229.29	18.64	3,392.84	19.58	3,565.34	20.56	17
18	2,848.46	16.43	2,998.57	17.29	3,150.91	18.18	3,309.95	19.10	3,478.00	20.07	3,654.95	21.10	18
19	2,920.16	16.84	3,073.60	17.74	3,229.29	18.64	3,392.84	19.58	3,565.34	20.56	3,746.81	21.62	19
20	2,992.96	17.27	3,150.91	18.18	3,309.95	19.10	3,478.00	20.07	3,654.95	21.10	3,840.90	22.17	20
21	3,068.01	17.70	3,229.29	18.64	3,392.84	19.58	3,565.34	20.56	3,746.81	21.62	3,937.23	22.73	21
22	3,144.18	18.14	3,309.95	19.10	3,478.00	20.07	3,654.95	21.10	3,840.90	22.17	4,035.80	23.28	22
23	3,223.70	18.60	3,392.84	19.58	3,565.34	20.56	3,746.81	21.62	3,937.23	22.73	4,136.61	23.87	23
24	3,304.36	19.07	3,478.00	20.07	3,654.95	21.10	3,840.90	22.17	4,035.80	23.28	4,239.66	24.46	24
25	3,387.24	19.54	3,565.34	20.56	3,746.81	21.62	3,937.23	22.73	4,136.61	23.87	4,346.08	25.08	25
26	3,472.39	20.04	3,654.95	21.10	3,840.90	22.17	4,035.80	23.28	4,239.66	24.46	4,454.74	25.69	26
27	3,559.74	20.53	3,746.81	21.62	3,937.23	22.73	4,136.61	23.87	4,346.08	25.08	4,565.62	26.34	27
28	3,649.35	21.07	3,840.90	22.17	4,035.80	23.28	4,239.66	24.46	4,454.74	25.69	4,679.88	27.00	28
29	3,740.08	21.58	3,937.23	22.73	4,136.61	23.87	4,346.08	25.08	4,565.62	26.34	4,796.37	27.67	29
30	3,834.16	22.13	4,035.80	23.28	4,239.66	24.46	4,454.74	25.69	4,679.88	27.00	4,916.19	28.36	30
31	3,929.39	22.68	4,136.61	23.87	4,346.08	25.08	4,565.62	26.34	4,796.37	27.67	5,039.44	29.08	31
32	4,027.95	23.24	4,239.66	24.46	4,454.74	25.69	4,679.88	27.00	4,916.19	28.36	5,164.89	29.81	32
33	4,128.77	23.83	4,346.08	25.08	4,565.62	26.34	4,796.37	27.67	5,039.44	29.08	5,293.68	30.55	33
34	4,231.81	24.41	4,454.74	25.69	4,679.88	27.00	4,916.19	28.36	5,164.89	29.81	5,425.87	31.31	34
35	4,337.11	25.03	4,565.62	26.34	4,796.37	27.67	5,039.44	29.08	5,293.68	30.55	5,561.41	32.09	35
36	4,445.75	25.65	4,679.88	27.00	4,916.19	28.36	5,164.89	29.81	5,425.87	31.31	5,700.30	32.91	36
37	4,556.65	26.29	4,796.37	27.67	5,039.44	29.08	5,293.68	30.55	5,561.41	32.09	5,842.55	33.70	37
38	4,670.91	26.94	4,916.19	28.36	5,164.89	29.81	5,425.87	31.31	5,700.30	32.91	5,988.17	34.55	38
39	4,787.39	27.62	5,039.44	29.08	5,293.68	30.55	5,561.41	32.09	5,842.55	33.70	6,138.27	35.42	39
40	4,906.14	28.31	5,164.89	29.81	5,425.87	31.31	5,700.30	32.91	5,988.17	34.55	6,291.73	36.31	40
41	5,029.36	29.01	5,293.68	30.55	5,561.41	32.09	5,842.55	33.70	6,138.27	35.42	6,448.54	37.21	41
42	5,154.80	29.75	5,425.87	31.31	5,700.30	32.91	5,988.17	34.55	6,291.73	35.42	6,609.83	38.13	42
52	6,597.50	38.06	6,944.75	40.06	7,296.48	42.09	7,666.10	44.24	8,053.68	46.47	8,461.40	48.83	52
56	7,283.03	42.02	7,666.10	44.24	8,053.68	46.47	8,461.40	48.82	8,890.39	51.29	9,339.56	53.89	56

* Salary Schedule Superseded by Minimum Wage: 2,600.00 15.00 Effective 01/01/2022

Longevity increments shall be granted for the following years of service:

15 years = \$770; 20 years = \$1,261; 25 years = \$1,736; 30 years = \$2,177

MONROVIA UNIFIED SCHOOL DISTRICT
 FISCAL SERVICES DEPARTMENT
 2021-22 CLASSIFIED SALARY SCHEDULE (12 MONTH EMPLOYEES)
 EFFECTIVE JULY 1, 2020 (Retroactive 1.00%)
 \$15.00 MINIMUM WAGE EFFECTIVE JANUARY 1, 2022

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Salary Range
10	2,600.00 *	2,600.00 *	2,600.00 *	2,731.15	2,869.69	3,014.97	10
11	2,600.00 *	2,600.00 *	2,664.70	2,799.87	2,941.77	3,090.43	11
12	2,600.00 *	2,600.00 *	2,731.15	2,869.69	3,014.97	3,168.14	12
13	2,600.00 *	2,664.70	2,799.87	2,941.77	3,090.43	3,246.97	13
14	2,600.00 *	2,731.15	2,869.69	3,014.97	3,168.14	3,328.06	14
15	2,660.22	2,799.87	2,941.77	3,090.43	3,246.97	3,411.40	15
16	2,726.65	2,869.69	3,014.97	3,168.14	3,328.06	3,497.01	16
17	2,794.24	2,941.77	3,090.43	3,246.97	3,411.40	3,584.85	17
18	2,864.04	3,014.97	3,168.14	3,328.06	3,497.01	3,674.95	18
19	2,936.13	3,090.43	3,246.97	3,411.40	3,584.85	3,767.30	19
20	3,009.35	3,168.14	3,328.06	3,497.01	3,674.95	3,861.92	20
21	3,084.79	3,246.97	3,411.40	3,584.85	3,767.30	3,958.76	21
22	3,161.39	3,328.06	3,497.01	3,674.95	3,861.92	4,057.87	22
23	3,241.33	3,411.40	3,584.85	3,767.30	3,958.76	4,159.24	23
24	3,322.45	3,497.01	3,674.95	3,861.92	4,057.87	4,262.85	24
25	3,405.78	3,584.85	3,767.30	3,958.76	4,159.24	4,369.85	25
26	3,491.39	3,674.95	3,861.92	4,057.87	4,262.85	4,479.10	26
27	3,579.22	3,767.30	3,958.76	4,159.24	4,369.85	4,590.60	27
28	3,669.31	3,861.92	4,057.87	4,262.85	4,479.10	4,705.46	28
29	3,760.53	3,958.76	4,159.24	4,369.85	4,590.60	4,822.61	29
30	3,855.15	4,057.87	4,262.85	4,479.10	4,705.46	4,943.10	30
31	3,950.88	4,159.24	4,369.85	4,590.60	4,822.61	5,066.99	31
32	4,049.98	4,262.85	4,479.10	4,705.46	4,943.10	5,193.14	32
33	4,151.35	4,369.85	4,590.60	4,822.61	5,066.99	5,322.66	33
34	4,254.97	4,479.10	4,705.46	4,943.10	5,193.14	5,455.56	34
35	4,360.84	4,590.60	4,822.61	5,066.99	5,322.66	5,591.82	35
36	4,470.07	4,705.46	4,943.10	5,193.14	5,455.56	5,731.47	36
37	4,581.56	4,822.61	5,066.99	5,322.66	5,591.82	5,874.51	37
38	4,696.44	4,943.10	5,193.14	5,455.56	5,731.47	6,020.92	38
39	4,813.59	5,066.99	5,322.66	5,591.82	5,874.51	6,171.85	39
40	4,932.96	5,193.14	5,455.56	5,731.47	6,020.92	6,326.15	40
41	5,056.86	5,322.66	5,591.82	5,874.51	6,171.85	6,483.82	41
42	5,183.00	5,455.56	5,731.47	6,020.92	6,326.15	6,646.00	42
56	7,322.88	7,708.04	8,097.73	8,507.67	8,939.03	9,390.65	56

* Salary Schedule Superseded by Minimum Wage Effective 01/01/2022: 2,600.00 15.00 per Hour

Longevity increments shall be granted for the following years of service:
 15 years = \$770; 20 years = \$1,261; 25 years = \$1,736; 30 years = \$2,177

Monthly Salaries = 8 hours per day
 Steps 3 - 6 = Preceding Range, 2 Steps Higher

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



12 / 10 / 2021
00:16:06 UTC

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IP: 160.72.26.94



12 / 10 / 2021
00:17:24 UTC

Viewed by Andrew Ritchie (aritchie@csea.com)
IP: 45.49.6.198



12 / 10 / 2021
00:18:36 UTC

Signed by Andrew Ritchie (aritchie@csea.com)
IP: 45.49.6.198



12 / 10 / 2021
17:13:57 UTC

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IP: 47.154.164.191



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IP: 47.154.164.191

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STATUS	● Completed

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The document has been completed.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

7. 21/22 -3054 – MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) REGARDING COVID VACCINATION, TESTING, LEAVES, AND RELATED MATTERS

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and the California School Employees Association and its Chapter #20 (CSEA) regarding COVID vaccinations and related matters.

Motion by _____, seconded by _____, Vote _____

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

Board Member Gholar____, Board President Lockerbie_____

Rationale:

The attached Memorandum of Understanding is agreed upon between Monrovia Unified and CSEA concerning the District's response to the Coronavirus (COVID-19) pandemic. The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District, its teachers, and staff.

Background:

The Monrovia Unified School District and CSEA both recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and CSEA both agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

Additional Information:

A copy of the signed MOU is attached.

ATTACHMENTS

- [CSEA MOU COVID vaccination - Leaves December 2021 with signatures.pdf](#)

Memorandum of Understanding

This Memorandum of Understanding (MOU) is agreed to between the Monrovia Unified School District (“District”) and the California School Employees Association and its Monrovia Chapter 20 (“CSEA”) concerning the impacts of COVID-19 vaccination, testing, leaves, and related matters.

1. Vaccination

CSEA and the District shall both encourage employees to get vaccinated.

2. Privacy

The District shall maintain the privacy of all information related to an employee’s medical information, with the understanding that it will meet all legal obligations for notice to state and county health officials of individuals’ test results, quarantined employees, and contact tracing.

3. Leaves

In the event a classified bargaining unit employee is exposed to COVID-19 through contact with someone who tests positive for COVID-19 as verified by a medical practitioner, they may-be provided telework.

In the event telework is not available, the employee may use available leaves without fear of reprisal. The employees will continue to be eligible for sick leave pursuant to Article 12: Leaves of Absence of the Collective Bargaining Agreement (CBA), and applicable state and

federal law. Unit members requiring leave for reasons other than those qualifying reasons enumerated under COVID-19 related state and federal law shall utilize appropriate, accrued leave available to them as provided in the collective bargaining agreement.

In the event the District excludes a classified bargaining unit member from onsite work due to a workplace close contact exposure to an individual who has tested positive for COVID-19, and determines not to provide remote work, it will provide exclusion pay to the extent required by law.

If LACDPH changes the requirements for how long close contacts are required to isolate, either party may reopen this section of the MOU to discuss additional leave options.

4. Weekly Testing

Unit members shall comply with applicable federal, state and county testing requirements. Fully vaccinated employees may participate in weekly testing at their own discretion. The District is not required to cover costs for those fully vaccinated individuals.

The District will provide paid time not to exceed one hour per week and mileage (based on current IRS rate from their work location to the nearest District testing site) for unvaccinated unit members or those who have declined to disclose their vaccination status so they may test at an MUSD site. Members who elect to test at other locations and provide MUSD with proof of the result may claim reimbursement for mileage (based on current IRS rate from their work location to the nearest District testing site).

5. Enforcement

Any disputes arising under this Agreement shall be addressed under the grievance procedure of the collective bargaining agreement.


6. Protocols

The District will continue to follow requirements issued by CDPH and LACDPH.

7. Term

This MOU shall be in place until June 30, 2022, or until the parties mutually agree to reopen the agreement, whichever comes first.

8. This agreement shall not constitute precedent for modification or interpretation of the parties' collective bargaining agreement.

By: 


Dr. Darwin Jackson
Assistant Superintendent
Personnel Services
MUSD

By: *Ronnie A. Delgado*

Ronnie Delgado
President
CSEA Chapter 20

Dated: 12 / 09 / 2021

Dated: 12 / 10 / 2021

By: 

Andy Ritchie
Labor Relations Representative
CSEA

Dated: 12 / 09 / 2021

TITLE	Please sign at your earliest convenience.
FILE NAME	CSEA Final vaccin...December 2021.pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



12 / 09 / 2021
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IP: 160.72.26.94



12 / 09 / 2021
23:50:21 UTC

Viewed by Darvin Jackson (djackson@monroviaschools.net)
IP: 174.241.249.186



12 / 09 / 2021
23:51:07 UTC

Signed by Darvin Jackson (djackson@monroviaschools.net)
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12 / 10 / 2021
00:18:52 UTC

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IP: 45.49.6.198



12 / 10 / 2021
00:19:12 UTC

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IP: 45.49.6.198

TITLE	Please sign at your earliest convenience.
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STATUS	● Completed

Document History



12 / 10 / 2021
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IP: 47.154.164.191



12 / 10 / 2021
16:48:26 UTC

Signed by Ronnie Delgado (rdelgado@monroviashools.net)
IP: 47.154.164.191



12 / 10 / 2021
16:48:26 UTC

The document has been completed.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

8. 21/22-3056 - AFFILIATION AGREEMENT BETWEEN BIOLA UNIVERSITY AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a School Affiliation Agreement with Biola University allowing the District to train student teachers and student speech-language pathologists.

Motion by _____, seconded by _____ Vote_____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie____

Rationale:

Board approval of this agreement will allow Monrovia Unified School District to participate in the training of future teachers and speech pathologists.

Background:

Biola's School of Education offers a variety of programs for aspiring teachers, educators, and curriculum creators — both at the undergraduate and graduate level. Biola offers a wide range of special education programs at the graduate and undergraduate level that prepares graduates to work with students who have mild to moderate learning, emotional, and intellectual disabilities.

Additional Information:

A copy of the proposed agreement is attached.

ATTACHMENTS

- [MOU Affiliation Agreement with Biola University Combined Programs January 2022.pdf](#)

**BIOLA UNIVERSITY, SCHOOL OF EDUCATION
AFFILIATION AGREEMENT**

This Affiliation Agreement (“Agreement”) is made and entered into this January 13, 2022 by and between BIOLA UNIVERSITY, INC. (hereinafter called “BIOLA”) and Monrovia Unified School District (hereinafter called “DISTRICT/ORGANIZATION”).

RECITALS

1. BIOLA has been accredited by the California Commission on Teacher Credentialing to offer: (a) coursework and Student Teaching that can be applied towards multiple subject, single subject, and education specialist instruction (Mild/Moderate) teaching credential requirements; (b) coursework and practicum that that meets clinical requirements for the Levels I-V of the Early Childhood permits; (c) an ASHA-approved Master of Science degree in Speech Language Pathology with an embedded CTC-approved Speech Language Pathology credential; (d) a program leading to the Education Specialist Instruction Intern credential in the area of Mild/Moderate; and (e) a program leading to the Multiple Subject and Single Subject Intern credential.

2. DISTRICT/ORGANIZATION is willing to provide educational experience and training to students of BIOLA for the programs selected below in accordance with the terms and conditions of this Agreement (as described in the General Terms and Conditions section below) and the applicable exhibit(s) for the selected program(s). BIOLA desires to use DISTRICT/ORGANIZATION as an opportunity for its students to obtain such experience and training as required by their curriculum.

X Student Teaching, including Multiple Subject, Single Subject, and Special Education. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit A (Terms and Conditions of Student Teaching Experience), which is incorporated herein by reference.

X Early Childhood Practicum. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit B (Terms and Conditions of Early Childhood Practicum Experience), which is incorporated herein by reference.

X Speech-Language Pathology and Speech-Language Pathology Assistant. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit C (Terms and Conditions of Speech-Language Pathology Experience), which is incorporated herein by reference.

X Education Specialist Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit D (Terms and Conditions of Education Specialist Intern Experience), which is incorporated herein by reference.

X Multiple and Single Subject Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit E (Terms and Conditions of Multiple and Single Subject Intern Experience), which is incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall commence on **January 13,2022** and shall continue in effect until **January 13, 2027**, unless extended in writing by mutual consent of the parties. However, participating students shall be permitted to complete all experiences and training that began prior to the termination date, and with respect to such experiences and training, all terms and conditions of this Agreement and the applicable exhibit(s) shall apply until the last such experience and training is completed.
2. Refusal of Assignment. DISTRICT/ORGANIZATION may, at its sole discretion, refuse to accept any student of BIOLA assigned to DISTRICT/ORGANIZATION, and upon request of DISTRICT/ORGANIZATION, BIOLA shall terminate the assignment of any student of BIOLA to DISTRICT/ORGANIZATION.
3. Status of Participants. It is expressly agreed and understood by the parties that the students of BIOLA participating in experiences and training under this Agreement are in attendance for educational purposes only and that such students and any employees or agents of DISTRICT/ORGANIZATION are not considered employees of BIOLA and shall not receive compensation for services, unemployment or employee benefit programs. In addition, such students and any employees or agents of BIOLA shall not be considered employees of DISTRICT/ORGANIZATION for purposes of payment of compensation for services, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose, except that students participating in the Education Specialist Intern Program or Multiple and Single Subject Intern Program shall be employees of DISTRICT/ORGANIZATION throughout the duration of their Education Specialist Intern Program or Multiple and Single Subject Intern Program.
4. Responsibilities of BIOLA.
 - 4.1 BIOLA shall designate students for assignment at DISTRICT/ORGANIZATION.
 - 4.2 BIOLA shall be responsible for maintaining academic records of participating students.
 - 4.3 BIOLA shall assign member(s) of its faculty to participating students to assist in the education and training of such students.
 - 4.4 BIOLA shall ensure that participating students have provided evidence of tuberculosis screening administered in the first semester of their teacher preparation program.
5. Responsibilities of DISTRICT/ORGANIZATION.
 - 5.1 DISTRICT/ORGANIZATION shall maintain complete records and reports on participating students' performance and provide an evaluation to BIOLA on forms provided by BIOLA.
 - 5.2 DISTRICT/ORGANIZATION agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at DISTRICT/ORGANIZATION's schools or classrooms or involving employees or

agents of DISTRICT/ORGANIZATION, to take prompt and effective remedial action when unlawful discrimination or harassment is found to have occurred, and to promptly notify BIOLA of the existence and outcome of any complaint of unlawful discrimination or harassment by, against, or involving any participating student.

- 5.3 DISTRICT/ORGANIZATION shall permit video capture of participating BIOLA students delivering lessons to DISTRICT/ORGANIZATION students (“Video”) for the sole purpose of submitting CalTPA assessments as required by the California Commission on Teacher Credentialing. Unless DISTRICT/ORGANIZATION notifies BIOLA that DISTRICT/ORGANIZATION already has obtained permissions from parents or legal guardians of DISTRICT/ORGANIZATION participating students to record such Videos, BIOLA shall ensure that participating BIOLA students will obtain signed video consent forms from all parents or legal guardians of DISTRICT/ORGANIZATION participating students prior to recording such Videos. In addition, BIOLA shall require participating BIOLA students to treat Videos as confidential and to not disclose such Videos to any third party without the express written consent of DISTRICT/ORGANIZATION, except as provided herein.
6. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:
 - 6.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured.
 - 6.2 Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 6.3 Workers’ Compensation Insurance as required by law. BIOLA shall provide Workers’ Compensation coverage for its participating students.
 - 6.4 Business Auto Liability Insurance in the amount of \$1,000,000.
7. Fingerprint Clearance. In accordance with California Penal Code section 11105.3, BIOLA will ensure that participating students will not be placed at DISTRICT/ORGANIZATION with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and participating students are granted Certificate of Clearance by the State of California. Subsequent arrest records received by DISTRICT/ORGANIZATION will be cause for DISTRICT/ORGANIZATION review of continued participant suitability. DISTRICT/ORGANIZATION will be the sole determiner if it is deemed that a participating student will be removed from the assignment.
8. Indemnification.
 - 8.1 DISTRICT/ORGANIZATION agrees to indemnify, defend and hold BIOLA, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys’

fees and costs, arising from any negligent act or omission or intentional conduct of DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

- 8.2 BIOLA agrees to indemnify, defend and hold DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of BIOLA, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.
9. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which that party may be entitled.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.
11. Waiver/Severability. The parties agree that no waiver by either party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right herein. The parties further agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof.
12. Integration. This Agreement and the attached applicable exhibit(s) contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement between the parties. No provision may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by both parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made or relied upon by either party which are not expressly set forth in this Agreement and the applicable exhibit(s).
13. Execution. This Agreement may be executed in counterparts, and a facsimile or duly authorized electronic signature shall have the same force and effect as an original signature penned in ink.
14. Classroom Fieldwork. BIOLA will ensure that participating students have completed the necessary educational prerequisites to be eligible for supervised fieldwork. Specifics of each assignment will be communicated through the BIOLA course professor or student. Students participating in Classroom Fieldwork function as both observer and participant under the supervision of the classroom teacher.

[SIGNATURES ON NEXT PAGE]

BIOLA UNIVERSITY, INC.:

Signature

Date

Printed Name

Title

[INSERT DISTRICT/ORGANIZATION NAME]:

Signature

January 13, 2022

Date

Dr. Ryan D. Smith

Superintendent of Schools, Monrovia USD

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016

EXHIBIT A
TERMS AND CONDITIONS OF STUDENT TEACHING EXPERIENCE

The following terms and conditions shall apply to any student teaching experience, including multiple subject, single subject, and education specialist (mild/moderate) teaching credential requirement:

1. Definitions.

1.1 “Student Teaching” as used herein means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. DISTRICT/ORGANIZATION employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers. If a student is placed in an English Learner (“EL”) classroom, the supervising teacher shall hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2 “Session of Student Teaching” as used herein and elsewhere in this Agreement is considered to be a full school day of Student Teaching for one semester or a half-day of Student Teaching for two semesters.

2. Assignments and Rates.

2.1 Services shall not exceed twenty-five (25) Student Teaching assignments per semester.

2.2 An assignment of a student of BIOLA to Student Teaching in schools or classes of DISTRICT/ORGANIZATION shall be, at the discretion of BIOLA, either for one or two eight-week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.

2.3 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit A at the rate of Twenty-five Dollars (\$25.00) per unit of Student Teaching, per session, for each master teacher.

2.4 Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.5 Within a reasonable time following the close of each Session of Student Teaching, BIOLA shall remit payment for the services rendered during said Session for all Student Teaching supervision provided by DISTRICT/ORGANIZATION.

- 2.6 In the event a student remains in a Session of Student Teaching for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-five Dollars (\$25.00) per additional week.
- 2.7 Notwithstanding any other provisions of this Agreement or Exhibit A, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Student Teaching Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Student Teaching to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Student Teaching assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Student Teaching shall be provided in the schools or classes of DISTRICT/ORGANIZATION, and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Student Teaching is terminated by BIOLA for any reason after the student begins Student Teaching, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.3 above as though there had been no termination of the assignment.

EXHIBIT B
TERMS AND CONDITIONS OF EARLY CHILDHOOD PRACTICUM EXPERIENCE

The following terms and conditions shall apply to any early childhood practicum experience:

1. Definitions.

1.1 “Supervised Early Childhood Practicum” as used herein means active participation in the daily duties and functions of classrooms that implement state-adopted academic core curriculum and/or developmentally, culturally, and linguistically appropriate practices. DISTRICT/ORGANIZATION employees providing direct supervision to Early Childhood Practicum teacher candidates must hold valid Child Development Permits and/or teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a teacher candidate is placed in an English Learner (“EL”) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2 “Session of Supervised Early Childhood Practicum” as used herein and elsewhere in the Agreement is considered to be a three- to six-hour day of Supervised Early Childhood Practicum for a total of seventy-five (75) hours for one semester or a complete summer session.

2. Assignments and Rates.

2.1 Services shall not exceed twenty-five (25) Supervised Early Childhood Practicum assignments per semester.

2.2 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit B at the rate of Twenty-five Dollars (\$25.00) per unit of Supervised Early Childhood Practicum, per session, for each master teacher.

2.3 Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.4 Within a reasonable time following the close of each Session of Supervised Early Childhood Practicum, BIOLA shall remit payment for the services rendered during said Session for all Supervised Early Childhood Practicum provided by DISTRICT/ORGANIZATION.

2.5 In the event a student remains in a Session of Supervised Early Childhood Practicum for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-Five Dollars (\$25.00) per additional week.

- 2.6 Notwithstanding any other provisions of this Agreement or Exhibit B, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Supervised Early Childhood Practicum Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Supervised Early Childhood Practicum to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Supervised Early Childhood Practicum assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Supervised Early Childhood Practicum shall be provided in such schools or classes of DISTRICT/ORGANIZATION and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Supervised Early Childhood Practicum is terminated by BIOLA for any reason after the student begins Supervised Early Childhood Practicum, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.2 above as though there had been no termination of the assignment.

EXHIBIT C
**TERMS AND CONDITIONS OF SPEECH-LANGUAGE PATHOLOGY AND SPEECH-
LANGUAGE PATHOLOGY ASSISTANT EXPERIENCE**

The following terms and conditions shall apply to any speech-language pathology experience:

1. Purpose.

1.1 BIOLA operates a masters level speech-language pathology program. The degree is offered for those desiring to become licensed, certified speech-language pathologists and earn a California State License in Speech-Language Pathology. Candidates completing the required field work experience are eligible to sit for the licensure exam and apply for state licensure as a speech language pathologist. BIOLA also operates an undergraduate level communication disorders program. Students in this program are eligible to apply for the Speech-Language Pathology Assistant (“SLPA”) State License after completing a fieldwork experience.

1.2 The purpose of this Exhibit C is to provide the training required for: (a) students of BIOLA enrolled in the Masters of Science Speech-Language Pathology degree program to be eligible to apply for the California State License in Speech-Language Pathology, and (b) students enrolled in the undergraduate Communication Disorders program to be eligible to apply for the SLPA State License. The parties will mutually benefit by making a clinical training program available to BIOLA students at DISTRICT/ORGANIZATION.

2. Definitions. “Clinical Externship” as used herein and elsewhere in this Agreement means active participation in the daily provision of speech and language intervention services. DISTRICT/ORGANIZATION shall provide a speech-language pathologist (“Clinical Supervisor”) who holds an American Speech and Hearing Association (“ASHA”) Certificate of Clinical Competence and a California Speech-Language Pathologist license to supervise the Clinical Externship.

3. Assignments and Rates

3.1 Services shall not exceed twenty-five (25) Clinical Externship assignments per semester.

3.2 No compensation will be made to any party for Clinical Externship assignments.

4. Responsibilities of DISTRICT/ORGANIZATION.

4.1 To the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), participating students, as trainees, shall be considered as members of DISTRICT/ORGANIZATION’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. section 160.103, and shall be subject to DISTRICT/ORGANIZATION’s policies respecting confidentiality of medical information. To ensure that students comply with such policies,

DISTRICT/ORGANIZATION shall provide students with substantially the same training that it provides to its regular employees regarding confidentiality of medical information.

4.2 DISTRICT/ORGANIZATION shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the participating student's Clinical Externship. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state licensure and certification. The minimum requirements for these duties include the following:

4.2.1 Allocation of sufficient time to directly observe the supervisee as appropriate. ASHA requires supervisors to provide supervision that is appropriate for the level of the supervisee.

4.2.2 Allocation of sufficient time to meet directly with the participating student for purposes of feedback and discussion, which shall occur regularly during the course of supervision.

EXHIBIT D
TERMS AND CONDITIONS OF EDUCATION SPECIALIST INTERN EXPERIENCE

The following terms and conditions shall apply to the education specialist intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program (special education), as applicable (Education Code section 44320(d), CCTC Program Standard 2 [2018]).
 - 1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.
3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s)/ORGANIZATION(s) (Education Code section 44458). Public school districts, county offices, and non-public schools are eligible for the Special Education program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2, 3, 4, & 5).
 - 5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).
 - 5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
 - 5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.

- 5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.
- 5.10 BIOLA internship program coordinators shall coordinate meetings of the Internship Advisory Board(s) (Intern Precondition 8).
- 5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2, Program Standard 6 [2018]).
- 5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

EXHIBIT E
TERMS AND CONDITIONS OF MULTIPLE AND SINGLE SUBJECT INTERN
EXPERIENCE

The following terms and conditions shall apply to the multiple and single subject intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program, as applicable (Education Code section 44320(d)).
 - 1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.
3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s) (Education Code section 44458). Public school districts and county offices of education are eligible for the Multiple and Single Subject Intern Program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).

5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2 3, 4 & 5).
 - 5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).
 - 5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
 - 5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score

on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.

- 5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.
- 5.10 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).
- 5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2).
- 5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

9. 21/22-3057 - APPROVAL OF UPDATED JOB DESCRIPTION, *HIGH SCHOOL PRINCIPAL*

RECOMMENDATION

The Board of Education is requested to approve the updated job description, *High School Principal*.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie____

Rationale:

The Board of Education is recommended to approve a new job description, High School Principal. Under the direction of the Superintendent or designee the High School Principal serves as the educational leader, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the District. Achieving academic excellence requires that the High School Principal work collaboratively to direct and nurture all members of the school staff and to communicate effectively with parents. Inherent in the position are the responsibilities for scheduling, curriculum development, extracurricular activities, personnel management, emergency procedures, and facility operations.

Additional Information:

A copy of the updated job description is attached.

ATTACHMENTS

- [High School Principal Revised Dec 2021.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: HIGH SCHOOL PRINCIPAL

DIVISION: Administrative

REPORTS TO: Superintendent or Designee

Monrovia High School is the only comprehensive 9-12 high school in the Monrovia Unified School District. Monrovia High School serves students in a diverse city with a rich history. Many families have lived in the community for several generations. In addition to core content offerings and Social Emotional Learning supports, MHS offers AVID, varied experiences in the Arts, several Academies, an Early College partnership with Citrus College, Career Technical Education pathways as well as many Co-Curricular and Extra Curricular activities. Monrovia High School desires to ensure students are college and career ready in preparation for future opportunities.

BRIEF DESCRIPTION OF POSITION

The High School Principal serves as the educational leader and chief administrator of the high school, responsible for implementing and managing policies, regulations, and procedures of the district to ensure that all students are supervised in a safe child-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school. Achieving academic excellence requires that the High School Principal work collaboratively to lead and nurture all members of the school staff and to communicate effectively with parents, members of the community, and colleagues. Inherent in the position are the responsibilities of planning, curriculum development, program evaluation, extracurricular activities.

DISTINGUISHING CHARACTERISTICS:

This position requires subject matter expertise in educational programs, curriculum, pedagogy, PBIS school climate, college and career readiness, and high leverage instructional strategies. Directly related administrative experience is necessary to assure success in a high school leadership role. The job requires ability to lead collaboratively with empathy, care and praise, to encourage and respect independent thought, cultural competence and ability to support and promote diversity, a student-centered approach and the ability to create and maintain a respectful school culture for students and staff. Decisions are made by the high school principal that have a critical impact on the goals, organization and administration of educational programs, staff, students and services of the school. This position has supervisory responsibility for the planning, assigning, reviewing, and evaluating the quality and quantity of work of

professionals, technical and clerical employees. Frequently meets with teachers, specialists, and other staff to influence, motivate and monitor the result objectives of the school operation.

ESSENTIAL RESPONSIBILITIES:

- Provides instructional leadership by defining the vision for excellence, setting goals with measures and uses an accountability system.
- Plans, designs, and conducts follow-through strategies pertaining to curriculum development, and the implementation of instructional programs and activities designed to meet the needs of the student and educational community.
- Leads school and decision-making processes to ensure the development of a comprehensive school improvement plan with annual student achievement targets supported by parents, staff, and community members.
- Directs assigned programs for exceptional children, recommend the initiation of new programs for exceptional children, and organize the coordination of these programs with the existing regular school program.
- Directs activities necessary to support a strong, educationally sound program of student counseling which includes vocational, personal and academic counseling.
- Supervise the instructional programs of the school, and observes classes on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development.
- Establishes a team perspective and buy-in for common vision with the high school staff, students, district and Board.
- Fosters a climate of respect and achievement in students and staff.
- Provides a leadership presence, personally by maintaining high visibility and communicating articulately both in written and oral communication.
- Organizes well and delegates wisely; acts firmly and decisively while retaining a consultative style of management.
- Provides opportunity for review of policies and practices to ensure fidelity with vision and makes decisions to move forward toward fulfillment of goals.
- Collect and analyze data regarding the needs and achievement of students, including state assessments, and other pertinent information affecting the design and implementation of services and programs.
- Provides the structure, support and supervision for the evaluation of all classified and certificated employees on campus.
- Communicates clear rules for high standards of student behavior and enforces those rules consistently.
- Supervise the development and administration of the school budget and translate the school's financial needs into written proposals to the district office.
- Attends extra-curricular events to support students and staff.
- Oversees the WASC accreditation process.

KNOWLEDGE AND ABILITIES:

- Has the talent to (a) envision a world-class school; (b) communicate that vision; and (c) lead others to make that vision a reality.
- Has the ability to establish, communicate and monitor high standards for all students, staff, programs and services.
- Can provide leadership to move groups collaboratively toward a vision of excellence.
- Has high ethics, models appropriate behavior for students and holds an admirable belief system.
- Has the ability to apply keen organizational skills in order to plan, coordinate and implement the Monrovia High School vision of excellence.
- Has exceptional written and oral communication skills.
- Has the ability to form positive connections with the community and develop productive partnerships.

EDUCATION/EXPERIENCE:

- Credential authorizing service in school administration, California public schools
- Master's degree from an accredited institution of higher learning and extensive graduate level course work in school administration
- Positive and proven record of successful experience in a responsible administrative position in public schools
- Teaching or counseling experience in the secondary grades desired.

SALARY AND BENEFITS

- Salary Range 49 on the administrative salary schedule

TERM OF ASSIGNMENT

- Full time -12 months
- 226 days

WORKING CONDITIONS

ENVIRONMENT: Office environment. Constant interruptions.

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 walk.

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: JANUARY 2022

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

10. 21/22-5042- BOARD POLICY 4119.42, *EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS* AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policies 4119.42, *Exposure Control Plan for Bloodborne Pathogens* and their accompanying administrative regulations 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.

Additional Information:

Copies of the proposed Board policies are attached.

ATTACHMENTS

- [AR 4119.42 Exposure Control Plan for Bloodborne Pathogens Jan 12 2022.pdf](#)
- [BP 4119.42 Exposure Control Plan for Bloodborne Pathogens Jan 12 2022.pdf](#)

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

Definitions

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Exposure incident means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties. (8 CCR 5193; 29 CFR 1910.1030)

Parenteral contact means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. (8 CCR 5193; 29 CFR 1910.1030)

A sharp is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193)

A sharps injury is any injury caused by a sharp, including but not limited to cuts, abrasions or needlesticks. (8 CCR 5193)

Work practice controls are controls that reduce the likelihood of exposure by defining the manner in which a task is performed. (8 CCR 5193; 29 CFR 1910.1030)

Engineering controls are controls, such as sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection, that isolate or remove the bloodborne pathogens hazard from the workplace. (8 CCR 5193; 29 CFR 1910.1030)

Engineered sharps injury protection is a physical attribute, such as a barrier, blunting, encapsulation, withdrawal, or other effective mechanism, built into a needle device or into a non-needle sharp that effectively reduces the risk of an exposure incident. (8 CCR 5193; 29 CFR 1910.1030)

Personal protective equipment is specialized clothing or equipment worn or used by an employee for protection against a hazard, such as gloves, gowns, laboratory coats, face shields or masks. (8 CCR 5193)

Exposure Control Plan

The district's exposure control plan shall contain at least the following components:(8 CCR 5193; 29 CFR 1910.1030)

1. A determination of which employees have occupational exposure to blood or other potentially infectious materials, ~~which The district's exposure determination shall be made without regard to the~~ **employees'** use of personal protective equipment and shall include a list of:
 - a. All job classifications in which all employees have occupational exposure
 - b. Job classifications in which some employees have occupational exposure
 - c. All tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure occurs and which are performed by employees listed in item ~~#1~~ **b** above
2. The schedule and method of implementing **each of the following in accordance with 8 CCR 5193 and this administrative regulation:**
 - a. Methods of compliance required by 8 CCR 5193(d) **and 29 CFR 1910.1030, such as including** universal precautions, general and specific engineering and work practice controls, and personal protective equipment
 - b. Hepatitis B vaccination
 - c. Bloodborne pathogen post-exposure evaluation and follow-up
 - d. Communication of hazards to employees, ~~including labels, signs, information and training~~ **through information and training-**
 - e. Recordkeeping, **including medical records, training records, and a log of sharps injuries**
3. The district's procedure for **documenting the route(s) of exposure and the evaluating circumstances surrounding under which** exposure incidents **occurred**
4. An effective procedure for gathering information about each exposure incident involving a sharp, ~~as required for the log of sharps injuries~~
5. An effective procedure for periodically determining the frequency of use of the types and brands of sharps involved in exposure incidents ~~documented in the sharps injury log~~
6. An effective procedure for identifying currently available engineering controls and

selecting such controls as appropriate for the procedures performed by employees in their work areas or departments

7. An effective procedure for documenting instances when a licensed healthcare professional directly involved in a patient's ~~an employee's~~ care determines, ~~in the reasonable exercise of clinical judgment,~~ that the use of an engineering control would jeopardize an individual's ~~the employee's~~ safety or the success of a medical, dental or nursing procedure involving the ~~individual~~ ~~employee~~
8. An effective procedure for obtaining the active involvement of employees in reviewing and updating the exposure control plan with respect to the procedures performed by employees in their respective work areas or departments

The exposure control plan shall be reviewed and updated at least annually and whenever necessary to: (8 CCR 5193; 29 CFR 1910.1030)

1. Reflect new or modified tasks and procedures affecting occupational exposure
2. ~~Reflect changes in technology that eliminate or reduce exposure to bloodborne pathogens and,~~ To the extent that sharps are used in the district, ~~reflect progress in implementing the use of~~ document consideration and implementation of appropriate commercially available needleless systems and ~~needle devices and~~ sharps with engineered sharps injury protection
3. Include new or revised employee positions with occupational exposure
4. Review and evaluate the exposure incidents that occurred since the previous update
5. Review and respond to information indicating that the exposure control plan is deficient in any area

The district's exposure control plan shall be accessible to employees upon request.

(8 CCR 3204(e), 5193; 29 CFR 1910.1030)

Preventive Measures

The Superintendent or designee shall use engineering and work practice controls, ~~as defined above,~~ to eliminate or minimize employee exposure to bloodborne pathogens.; ~~and shall regularly examine~~ Engineering controls and work practice controls shall be evaluated on a regular schedule and, as applicable, maintained, replaced, ~~and~~ or updated controls to ensure their effectiveness. (8 CCR 5193; 29 CFR 1910.1030)

Whenever potential occupational exposure continues to exist after institution of

engineering and work practice controls, the district shall provide, at no cost to the employee, appropriate personal protective equipment. (8 CCR 5193; 29 CFR 1910.1030)

Employees shall observe universal precautions to prevent contact with blood or other potentially infectious materials, including, but not limited to, handwashing, proper use of personal protective equipment, and proper disposal or washing of contaminated garments or objects. (8 CCR 5193; 29 CFR 1910.1030)

Any use of needleless systems, needle devices, or non-needle sharps shall adhere to the specific requirements of 8 CCR 5193(d) and 29 CFR 1910.1030.

Pre-Exposure Hepatitis B Vaccination

The hepatitis B vaccination and vaccination series shall be made available at no cost to all employees who have occupational exposure. The hepatitis B vaccination shall be made available after an employee with occupational exposure has received the required training and within 10 working days of initial assignment, unless the employee has previously received the complete hepatitis B vaccination series, or antibody testing has revealed that the employee is immune, or vaccination is contraindicated by medical reasons. (8 CCR 5193; 29 CFR 1910.1030)

Employees who decline to accept the vaccination shall sign the hepatitis B declination statement. (8 CCR 5193; 29 CFR 1910.1030)

The Superintendent or designee may exempt from the pre-exposure hepatitis B vaccine designated first aid providers whose primary job assignment is not the rendering of first aid, provided that the district implements the procedures in its exposure control plan for providing hepatitis B vaccine to all unvaccinated first aid providers who have rendered assistance in any situation involving the presence of blood or other potentially infectious materials and provides appropriate follow-up for those who experience an exposure incident from the pre-exposure hepatitis B vaccine in accordance with 8 CCR 5193 (f). (8 CCR 5193)

Information and Training

The Superintendent or designee shall ensure that all employees with occupational exposure participate in a training program containing the elements required by state regulations, during working hours and at no cost to the employee. This program shall be offered at the time of initial assignment to tasks where occupational exposure may take place, and at least annually thereafter, and whenever a change of tasks or procedures affects the employee's exposure. The training shall be offered during working hours and at no cost to the employee. (8 CCR 5193; 29 CFR 1910.1030)

~~Designated first aid providers shall receive training that includes the specifics of reporting first aid incidents that involve blood or body fluids that are potentially infectious.~~

The training shall address, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. The exposure control standard contained in 8 CCR 5193 and 29 CFR 1910.1030
2. The epidemiology and symptoms of bloodborne diseases
3. Modes of transmission of bloodborne pathogens
4. The district's exposure control plan and the means by which employees may obtain a copy of the written plan
5. Appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials
6. The use and limitations of methods to prevent or reduce exposure, including appropriate engineering controls, administrative or work practice controls, and personal protective equipment
7. The types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment
8. The basis for selecting personal protective equipment
9. The hepatitis B vaccine, including its efficacy, safety, and method of administration; the benefits of being vaccinated; and that the vaccine will be offered free of charge
10. Appropriate actions to take and persons to contact in an emergency or exposure incident involving blood or other potentially infectious materials
11. The post-exposure evaluation and follow-up that the district is required to provide for the employee following an exposure incident

Additional training shall be provided to affected employees whenever a change, such as the introduction or modification of tasks or procedures or the introduction of new engineering, administrative, or work practice controls, affects the employee's exposure. The additional training may be limited to addressing the new exposures created. (8 CCR 5193; 29 CFR 1910.1030)

Designated first aid providers shall receive training that includes the specifics of reporting first-aid incidents which involve blood or body fluids which are potentially infectious. (8 CCR 5193)

Reporting Incidents

All exposure incidents shall be reported as soon as possible to the Superintendent or designee.

Unvaccinated designated first aid providers must report any first aid incident involving the presence of blood or other potentially infectious material, regardless of whether an exposure incident occurred, by the end of the work shift. The full hepatitis B vaccination series shall be made available to such employees no later than 24 hours after the first aid incident. (8 CCR 5193)

Sharps Injury Log

The Superintendent or designee shall establish and maintain a log recording each exposure incident involving a sharp. (8 CCR 5193; 29 CFR 1910.1030) The exposure incident shall be recorded within 14 working days of the date the incident is reported to the district. (8 CCR 5193)

The information recorded shall include the following, if known or reasonably available:

(8 CCR 5193; 29 CFR 1910.1030)

1. Date and time of the exposure incident
2. Type and brand of sharp involved in the exposure incident
3. A description of the exposure incident, including:
 - a. Job classification of the exposed employee
 - b. Department or work area where the exposure incident occurred

- c. The procedure that the exposed employee was performing at the time of the incident
- d. How the incident occurred
- e. The body part involved in the incident
- f. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated, and whether the injury occurred before, during or after the protective mechanism was activated
- g. If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury
- h. The employee's opinion about whether any other engineering, administrative, or work practice could have prevented the injury

Post-Exposure Evaluation and Follow-up

Following a report of an exposure incident, the Superintendent or designee shall immediately make available to the exposed employee, at no cost, a confidential medical evaluation, post-exposure evaluation and follow-up. The Superintendent or designee shall, at a minimum: (8 CCR 5193; 29 CFR 1910.1030)

1. Document the route(s) of exposure and the circumstances under which the exposure incident occurred
2. Identify and document the source individual, unless that identification is ~~infeasible~~ **not feasible** or prohibited by law
3. **With the consent of the exposed employee,** ~~P~~ provide for the collection and testing of the employee's blood for hepatitis B, hepatitis C and HIV serological status
4. Provide for post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service
5. Provide for counseling and evaluation of reported illnesses

The Superintendent or designee shall provide the health care professional **responsible for the employee's hepatitis B vaccination** with a copy of 8 CCR 5193 and 20 CFR 1910.1030; a description of the employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure

occurred; results of the source individual's blood testing, if available; and all medical records maintained by the district relevant to the appropriate treatment of the employee, including vaccination status. (8 CCR 5193; 29 CFR 1910.1030)

The district shall maintain the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation. (8 CCR 5193)

Records

Upon an employee's initial employment and at least annually thereafter, the Superintendent or designee shall inform employees with occupational exposure of the existence, location and availability of related records; the person responsible for maintaining and providing access to records; and the employee's right of access to these records. (8 CCR 3204)

The district shall maintain a ~~M~~medical records ~~for~~ of each employee with occupational exposure, including the employee's hepatitis B vaccination status, the results of any post-exposure medical examinations and follow-up procedures, a copy of the information provided to the health care professional, and a copy of the health care professional's written opinion. The medical record shall be kept confidential and not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by law. (8 CCR 5193; 29 CFR 1910.1030)

Upon request by an employee, or a designated representative with the employee's written consent, the Superintendent or designee shall provide access to a record in a reasonable time, place and manner, no later than 15 days after the request is made. (8 CCR 3204)

Records shall be maintained as follows: (8 CCR 3204, 5193; 29 CFR 1910.1030)

1. ~~The M~~medical records of each employee with occupational exposure shall be maintained for the duration of employment plus 30 years.
2. Training records shall be maintained for three years from the date of training.
3. The sharps injury log shall be maintained five years from the date the exposure incident occurred.
4. Exposure records shall be maintained for at least 30 years.
5. Each analysis using medical or exposure records shall be maintained for at least 30 years.

Revised: January 12, 2022

Adopted: August 22, 2007

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

As part of its commitment to provide a safe and ~~healthful~~ **healthy** work environment, the ~~Governing Board of Education~~ recognizes the importance of ~~developing an exposure control plan~~ **protecting employees from possible infection due to contact with bloodborne pathogens, including, but not limited to, hepatitis C virus, and human immunodeficiency virus (HIV).** The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace ~~to protect employees from possible infection due to contact with bloodborne pathogens, including but not limited to hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).~~

(cf. 4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 6142.93 - Science Instruction)
(cf. 6245 - Athletic Competition)

The exposure control plan shall be consistent with the district's injury and illness prevention program established pursuant to Labor Code 6401.7 and 8 CCR 3203. (8 CCR 5193)

(cf. 4119.43 - Universal Precautions)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall **receive training and** be offered the hepatitis B vaccination. ~~and bloodborne pathogen training. (8 CCR 5193; 29 CFR 1910.1030)~~

(cf. 4319.41 - Employees with Infectious Disease)
(cf. 4319.43 - Universal Precautions)

~~The Superintendent or designee may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.~~

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

(cf. 4131 - Staff Development)

In the event that an employee has an exposure incident, the district shall implement follow-up procedures in accordance with the exposure control plan. All such incidents shall be evaluated to determine whether changes need to be made in district practices.

(cf. 3530 - Risk Management/Insurance)

Legal References

CALIFORNIA CODE OF REGULATIONS, TITLE 8

3204 Employees exposed to bloodborne pathogens standard

5193 California bloodborne pathogens standard

LABOR CODE

142.3 Authority of Cal/OSHA to adopt standards

144.7 Requirement to amend standards

6401.7 Injury and illness prevention program

FEDERAL LAW

29 CFR 1910.1030 OSHA bloodborne pathogens standards

GOVERNMENT CODE

3543.2 Scope of Bargaining

MANAGEMENT RESOURCES

CA Department of Industrial Relations Publication: A Best Practices Approach for Reducing Bloodborne Pathogens Exposure, 2001

CA Department of Industrial Relations Publication: Exposure control Plan for Bloodborne Pathogens, 2001

CA Department of Industrial Relations Publication: Frequently Asked Questions About the Bloodborne Pathogens Standard

Website: [California Department of Industrial Relations, Occupational Safety and Health](#)

Website: [U.S. Department of Labor, Occupational Safety and Health Administration](#)

Website: [Centers for Disease Control and Prevention](#)

NOTICE

Unique Policy: This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA

Revised: January 12, 2022

Adopted: August 22, 2007

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

11. 21/22-5043 - BOARD POLICY 5113.2, *WORK PERMITS*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 5113.2, *Work Permits*, and its accompanying administrative regulations 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.

Additional Information:

A copy of the proposed Board policy is attached.

ATTACHMENTS

- [AR 5113.2 Work Permits Jan 12 2022.pdf](#)
- [BP 5113.2 Work Permits Jan 12 2022.pdf](#)

WORK PERMITS

~~The Superintendent delegates the authority to issue work permits to an employee holding a services credential with a specialization in pupil personnel services, to a certificated work experience education teacher or coordinator, or to an employee trainee and/or experienced in administering such permit. If the designee is not available, and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may authorize another person to issue the permit.~~

Before accepting employment, a student under the age of 18 who is subject to the state's compulsory attendance law, including a student who has not yet graduated from high school or has not received a certificate of proficiency, shall obtain a work permit.

The district may issue a permit authorizing employment while school is in session, including employment connected with a work experience education program pursuant to Education Code 51760-51769.5, to a student 14-17 years of age. The district also may issue a permit to any student 12-17 years of age to be employed during a regular school holiday, during a regular or specified occasional public-school vacation, and when the student is exempt from compulsory school attendance pursuant to Education Code 48231 because the student arrived from another state within 10 days before the end of the school term. (Education Code 49111, 49113, 49160)

(cf 6177 - Summer Learning Programs)
(cf 6178 Career Technical Education)
(cf 6178.1 - Work-Based learning)
(cf 6184 - Continuation Education)

If a student has obtained an offer of employment in the entertainment industry, the student shall request a work permit from the California Department of Industrial Relations, Division of Labor Standards Enforcement, pursuant to Labor Code 1308.5 and 8 CCR 11752-11753.

A work permit shall not be required for a student who is not receiving pay or financial reimbursement for services rendered in volunteer services or educational purposes, is not in an employer-employee relationship in accordance with the Fair Labor Standards Act, is serving as an unpaid trainee or volunteer or in an in-school placement, and has submitted written parent/guardian permission. (5 CCR 10121)

In addition, a student shall not be required to obtain a work permit if the student is self-employed; is working at odd jobs such as yard work and babysitting in private homes where the student is not regularly employed; is a self-employed news carrier delivering newspapers to consumers on a regular route; is employed in agricultural, horticultural,

viticultural, or domestic labor during non-school hours when the work is performed for or under the control of the parent/guardian and is performed upon or in connection with premises the parent/guardian owns, operates, or controls; or is otherwise exempted by law.

Persons Authorized to Issue Work Permits

The following individuals are authorized to issue a work permit to a student in the district: (Education Code 49110)

1. The Superintendent
2. An employee holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, when authorized by the Superintendent in writing
3. A principal, or another school administrator designated by the principal, provided that the principal or designee:
 - a. Provides a self-certification that the principal or designee understands the requirements of law for issuing a work permit
 - b. Does not issue a work permit to the principal's or designee's own child

If the person designated to issue work permits is not available and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may temporarily authorize another person to issue the permit. (Education Code 49110)

~~The work permit shall contain:—~~

- ~~1. The student's name, age, birth date, address, and phone number.—~~
- ~~2. The place and hours of compulsory part-time school attendance, or statement of exemption, or the hours of compulsory full-time school attendance if the permit is issued for outside of school hours.—~~
- ~~3. The maximum number of hours per day and per week that the student may work while school is in session.—~~
- ~~4. The student's social security number.—~~
- ~~5. The signature of the student and the Superintendent or designee.—~~ ~~6.—~~

~~The date on which the permit expires.—~~

Application

The student's parent/guardian, foster parent, caregiver with whom the student resides, or residential shelter services provider shall file a written request for a work permit. (Education Code 49110)

The request for a work permit shall be submitted to the Superintendent or designee on a form approved by the California Department of Education (CDE).

If the student is applying for a full-time work permit, the student and the student's parent/guardian shall generally be required to appear before, and submit the application to, the Superintendent or designee. (Education Code 49132)

In the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency, the required documentation, including signatures, may be collected electronically. In addition, if the application is for a full-time work permit, the student and parent/guardian shall not be required to appear in person before the Superintendent or designee if the completed application has been successfully submitted electronically and the student and parent/guardian have attended a video conference with the person issuing the work permit. (Education Code 49132, 49200)

Approval/Revocation of Work Permits

~~1. No work permit shall be issued until the student's parent/guardian, foster parent, caregiver with whom the student resides, or residential shelter services provider has filed a written request with the district.~~

~~2. To help in determining the extent to which employment may be approved, the Superintendent or designee may inspect the student's records for evidence of satisfactory grades and school attendance, and may confer with at least one of the student's teachers regarding the student's motivation and maturity to maintain academic progress while working.~~

~~3. After issuing a work permit, the Superintendent or designee shall periodically inspect the student's scholastic and attendance records to ensure maintenance of academic progress.~~

~~4. Work permits issued during the school year shall expire five days after the opening of the next succeeding school year.~~

~~5. The Superintendent or designee shall revoke a student's work permit whenever he/she determines that employment is impairing the student's health.~~

~~or education, that any provision or condition of the permit is being violated, or that the student is performing work in violation of law.~~

Approval Process

The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.

In determining whether to approve a work permit, the Superintendent or designee shall verify the student's date of birth, the type of work permit to be issued, and whether the student meets any other criteria established by the Governing Board. The Superintendent or designee may inspect the student's records and/or may confer with at least one of the student's teachers for evidence of satisfactory grades and school attendance and to determine whether the student possesses the motivation and maturity to maintain academic progress while working.

However, a work permit shall not be denied based on a student's grades, grade point average, or school attendance under either of the following circumstances: (Education Code 49120, 49200)

1. The student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency.
2. The student is applying for a work permit in order to participate in a government-administered employment and training program that will occur during the regular summer recess or vacation of the student's school.

Students shall not be approved to work in environments declared hazardous or dangerous for young workers or otherwise prohibited by child labor laws. (Labor Code 1290-1298; 29 CFR 570.33, 570.50-570.72)

The Superintendent or designee shall ensure that the requested work hours do not exceed the maximum work hours specified in law based on the student's age and whether the employment will occur while school is in session and/or not in session. (Education Code 49111, 49112, 49116; Labor Code 1391-1391.1; 29 CFR 570.35)

Full-time employment may be authorized for students 14-17 years of age in accordance with Education Code 49130-49135.

All work permits shall be issued on forms provided by or authorized by CDE. (Education Code 49117)

Each permit shall authorize work for a specific employer. Whenever a student changes employer, the student shall request a new permit.

The student may be issued more than one work permit if the student works concurrently for more than one employer, provided that the total number of hours worked does not exceed the total number of hours allowed by law and the district.

Whenever a work permit is issued by a principal or other designated school administrator, the principal or designee shall submit to the Superintendent a copy of each work permit issued, along with a copy of the application. (Education Code 49110)

The Superintendent or designee shall periodically inspect the grades and attendance records of students granted work permits to ensure maintenance of academic progress and any additional criteria established in Board policy.

Expiration of Work Permits

Work permits issued during the school year shall expire five days after the opening of the next succeeding school year. (Education Code 49118)

Before the work permit expires, a student may apply for a renewed work permit in accordance with the procedures specified in the section "Approval Process" above.

Revocation of Work Permits

The Superintendent or designee shall revoke a student's work permit whenever the Superintendent or designee determines that the employment is impairing the health or education of the student, any provision or condition of the permit is being violated, the student is performing work in violation of law, or any condition for the issuance of the permit no longer exists or never existed. (Education Code 49116, 49164; Labor Code 1300)

The Superintendent may revoke a work permit issued by a principal of a public or private school located within the district if the Superintendent becomes aware of any grounds upon which the student may be deemed ineligible for a work permit under law. (Education Code 49110)

(cf - 5121 Grades/Evaluation of Student Achievement)

Permits to Work Part Time When School Is in Session

~~1. A student 16 or 17 years of age who has completed the equivalent of the seventh grade may receive a permit to work outside of school hours for no more than~~

~~four hours on any day on which the student is required by law to attend school, with the following exceptions:~~

~~a. The four-hour limit may be exceeded if the student is employed in a school-approved work experience or cooperative vocational education program or in personnel attendance occupations as defined in Industrial Welfare Commission Minimum Wage Order #15.~~

~~b. A student may receive a permit to work outside of school hours for no more than eight hours on any day on which the student is required by law to attend school and which immediately precedes a nonschool day.~~

~~2. A student 14 or 15 years of age who has completed the equivalent of the seventh grade may receive a permit to work outside of school hours for no more than three hours on any school day and no more than 18 hours in any week.~~

~~If enrolled in and employed pursuant to a school-supervised and school-administered work experience and career exploration program, a student 14 or 15 years of age may be employed for up to 23 hours a week, any portion of which may occur during school hours.~~

~~The limitations on working hours specified above shall not apply to students employed to deliver newspapers to consumers.~~

Permits to Work When School Is Not in Session

~~Students over age 12 and under age 18 may receive a permit to work on a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance because he/she arrived from another state within 10 days before the end of the school term pursuant to Education Code 48231.~~

Retention of Records

The Superintendent or designee shall retain a copy of the work permit application and the work permit until the end of the fourth year after the work permit was issued. (5 CCR 16026)

(cf 3580 - District Records)

(cf 5125 - Student records)

Legal References

EDUCATION CODES

48230 Exemption from full-time school attendance for students with work permits
48231 Exemption from compulsory attendance for students entering attendance are near end of term
49100-49101 Compulsory attendance
49110-49119 Permits to Work
49130-49135 Permits to Work full time
49140-49141 Exceptions
49160-49165 Employment of minors; duties of employers
49180-49183 Violations
49200 Permit to work during extended emergency school closure
51760-51769.5 Work experience education
52300-52499.66 Career technical education

STATE REGULATIONS, TITLE 5

10120-10121 Work Permits
16023-16027 District records, retention and destruction

STATE REGULATIONS, TITLE 8

11707-11707 Prohibited and dangerous occupations for minors
11750-11763 Work permits and conditions, minor employed in entertainment industry

LABOR CODE

1285-1312 Employment of minors
1391-1394 Working hours for minors

FEDERAL REGULATIONS

29 CFR 570.1-570.129 Child labor regulations

MANAGEMENT RESOURCES

Attorney General Opinion: 18 Ops. Cal.Atty.Gen. 114 (1951)
CA Department of Industrial Relations Publication: Child Labor Laws, 2013
California Department of Education Publication: Permit to Employ and Work, Form B1-4

Website: <https://www.cde.ca.gov/ci/ct/we/>

Website: <https://www.dir.ca.>

Revised: January __, 2022

Adopted: August 27, 2008

WORK PERMITS

The Governing Board recognizes that part-time jobs can provide students with income, work job experience, and enhanced self-esteem valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education. ~~In accordance with law, students shall obtain work permits from school authorities.~~ Before accepting any offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session and/or not in session, unless otherwise exempted by law.

In determining whether to grant a work permit, the Superintendent or designee shall consider whether employment will is likely to significantly interfere with the student's schoolwork or jeopardize his/her health. Students granted work permits must shall be required to demonstrate and maintain satisfactory grades a 2.0 grade point average and satisfactory school attendance, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf 5121 - Grades/Evaluation of Student Achievement)

Students with work permits may be exempted from attendance in a full-time day school, provided they attend part-time classes. (Education Code 48230)

(cf 5112.1- Exemptions from Attendance)

(cf 5113.1 - Chronic Absence and Truancy)

Work permits for students who are ages 14-17 shall be limited to part-time employment as defined by law and administrative regulation, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

~~Students with work permits may be exempted from attendance in a full-time day school, provided they attend part-time classes.~~ Any Students granted permits for authorized to work full-time employment when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

(cf 6177 - Summer Learning Program)
(cf 6178 - Career Technical Education)
(cf 6178.1 - Work-Based learning)

Legal References

EDUCATION CODES

48230 Exemption from full-time school attendance for students with work permits
48231 Exemption from compulsory attendance for students entering attendance are near end of term
49100-49101 Compulsory attendance
49110-49119 Permits to Work
49130-49135 Permits to Work full time
49140-49141 Exceptions
49160-49165 Employment of minors; duties of employers
49180-49183 Violations
49200 Permit to work during extended emergency school closure
51760-51769.5 Work experience education
52300-52499.66 Career technical education

STATE REGULATIONS, TITLE 5

10120-10121 Work Permits
16023-16027 District records, retention and destruction

STATE REGULATIONS, TITLE 8

11707-11707 Prohibited and dangerous occupations for minors
11750-11763 Work permits and conditions, minor employed in entertainment industry

LABOR CODE

1285-1312 Employment of minors
1391-1394 Working hours for minors

FEDERAL REGULATIONS

29 CFR 570.1-570.129 Child labor regulations

MANAGEMENT RESOURCES

Attorney General Opinion: 18 Ops. Cal.Atty.Gen. 114 (1951)
CA Department of Industrial Relations Publication: Child Labor Laws, 2013
California Department of Education Publication: Permit to Employ and Work, Form B1-4

Website: <https://www.cde.ca.gov/ci/ct/we/>

Website: <https://www.dir.ca.gov/>

Revised: January __, 2022
Adopted: August 27, 2008

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

12. 21/22-5044- BOARD POLICIES, 5111, *ADMISSION*, AND 5111.11, *DISTRICT RESIDENCY*, AND THEIR ACCOMPANYING ADMINISTRATIVE REGULATIONS

RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policies 5111, *Admission* and 5111.11, *District Residency*, and their accompanying administrative regulations 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.

Additional Information:

Copies of the proposed policies are attached.

ATTACHMENTS

- [BP 5111 Admission Jan 12 2022.pdf](#)
- [AR 5111 Admission Jan 12 2022.pdf](#)
- [BP 5111.1 District Residency Jan 12 2022.pdf](#)
- [AR 5111.1 District Residency Jan 12 2022.pdf](#)

ADMISSION TO KINDERGARTEN PROGRAMS AND FIRST GRADE

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. ~~believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school-aged children in school.~~

The Superintendent or designee shall ~~maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~ inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or the student's interest in learning about health care coverage in any manner that would harm the child or their family. (Education Code 49452.9)

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or their family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or their parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or their inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

Revised: January __, 2022

Revised: May 9, 2012

(Reviewed: April 18, 2012

(Adopted: August 27, 2008)

(Replaces: BP 5111 Admission of Children to Kindergarten)

(Revised: March 1986)

(Reviewed: December 1981

(Reviewed: April 1977)

(Adopted: 1975)

(Replaces: BP 5112 Admission of Kindergarten Pupils to First
Grade) (Revised: March 1986)

(Reviewed: December 1981)

(Reviewed: April 1977)

(Adopted: 1975)

ADMISSION

Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any ~~otherwise~~ eligible child who will have ~~his/her~~ **their** fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have ~~his/her~~ **their** fifth birthday ~~between~~ **from** September 2 and December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

On a case-by-case basis, a child who will turn five years old in a given school may be enrolled in kindergarten or TK at any time during ~~the~~ **that** school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

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 this early admittance.

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48000)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or County Recorder certifying the date of birth;
2. A duly attested baptism certificate; ~~or~~
3. A passport.

4. When none of the foregoing ~~above~~ documents is obtainable, an affidavit of the parent/guardian may provide any other appropriate means of proving the age of the child.
5. Other means prescribed by the Board such as examples that may include, but are not limited to, the following: a military ID card, government issued photo identification that includes date of birth, previously verified school records.

Revised: January ____, 2022

~~Revised: August 26, 2015~~

Revised: May 14, 2014

Revised: May 9, 2012

Revised: August 27, 2008

(Replaces: AR 5111 Admission of Children
to Kindergarten) (Revised: March
1986)

(Reviewed: December 1981)

(Reviewed: April 1977)

(Adopted: 1975)

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5111.6 - School Attendance Boundaries)
(cf. 5117 - Interdistrict Attendance)
(cf. 5145.6 - Parental Notifications)
(cf. 5145.6-E(1) - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)

When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

(cf. 5145.13 - Response to Immigration Enforcement)

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, the Superintendent or designee may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify themselves as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Enrollment Not Requiring District Residency

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 5111.2 - Nonresident Foreign Students)

Legal References**EDUCATION CODE:**

220 Prohibition of discrimination
234.7 Student protections relating to immigration and citizenship status
35160.5 Intradistrict open enrollment
35351 Assignment of students to particular schools
46600-46611 Intradistrict attendance permits
48200-48208 Compulsory education law
48204 Residency requirements
48204.1-48204.4 Evidence of residency
48300-48317 Student attendance alternatives, school district of choice program
48350-48361 Open Enrollment Act transfers
48350-48361 Open Enrollment Act
48645.5 Former juvenile court school students, enrollment
48852.7 Education of homeless students: immediate enrollment
48853.5 Education of foster youth; immediate enrollment
48980 Notifications at beginning of term
52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Student Records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

MANAGEMENT RESOURCES

CA Office of the Attorney General Publication: Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018

Court Decision: Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Court Decision: Plyler v. Doe, 457 U.S. 202 (1982)

CSBA Publication: Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CSBA Publication: Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DOJ & DOE Civil Rights Joint Publication: Fact Sheet: Information on the Rights of All Children to ENroll in School, May 8, 2014

U.S. DOJ & DOE Civil Rights Joint Publication: Information on the Rights of all Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

U.S. DOJ & DOE Civil Rights Joint Publication: Dear colleague Letter: School Enrollment Procedures, May 8, 2014

Website: [California Secretary of State, Safe at Home Program.](#)

Website: [U.S.Department of Justice](#)

Website: [California office of the Attorney General](#)

Website: [California Department of Education](#)

Website: [CSBA](#)

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

Adopted: January __, 2022

DISTRICT RESIDENCY**Criteria for Residency**

A student shall be deemed to have complied with district residency requirements ~~for enrollment in a district school if he/she~~ **the student** meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student ~~has been~~ **is** admitted through ~~the an-district's~~ interdistrict attendance ~~program~~ **option**. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117- Interdistrict attendance)
4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education code 48204)
6. 7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)
(cf. 6183 - Home and Hospital Instruction)
8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)
9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class.

~~The Superintendent or designee shall annually notify parents/guardians of MUSD students of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance.~~

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary. Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, the student shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest-grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Prior to admission in district schools, students shall provide proof of residency.

The Superintendent or designee shall annually verify the student's residency and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record.

Upon enrollment of a student residing in the home of a caregiving adult within district boundaries, the caregiving adult shall execute, under penalty of perjury, the affidavit specified in Family Code 6552.

Reasonable evidence of residency may be established by documentation including, but not limited to, any of the following:

1. Property tax payment receipts.
2. Rent payment receipts.
3. Utility service payment receipts.
4. Declaration of residency executed by the student's parent/guardian.

If any district employee reasonably believes that the parent/guardian of a student has provided false or unreliable evidence of residency, the Superintendent or designee shall make reasonable efforts to determine that the student meets residency requirements.

Safe at Home Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose

of establishing residency within district boundaries. The Superintendent or designee shall not include the actual address in the student's file or any other public record and shall instead use the substitute address for all future communications and correspondence.

(cf. 3580 - District Records)

Legal References

EDUCATION CODE:

220 Prohibition of discrimination
234.7 Student protections relating to immigration and citizenship status
35160.5 Intradistrict open enrollment
35351 Assignment of students to particular schools
46600-46611 Intradistrict attendance permits
48050-48054 Nonresidents
48200-48208 Compulsory education law
48204 Residency requirements
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FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Student Records

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

MANAGEMENT RESOURCES

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Website: [California Secretary of State, Safe at Home Program.](#)
Website: [U.S.Department of Justice](#)
Website: [California office of the Attorney General](#)
Website: [California Department of Education](#)
Website: [CSBA](#)
Website: [U.S. Department of Education, Office for Civil Rights](#)

Revised: January __, 2022
Adopted: August 27, 2008

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

13. 21/22-5045 - BOARD POLICY 7310, *NAMING OR RENAMING A FACILITY*

RECOMMENDATION

The Board of Education is requested to receive for second reading, Board Policy 7310, *Naming or Renaming a Facility*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted a review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

At the February 10, 2021, Board of Education meeting, the Board received this policy for 1st reading. Since then, the Board has made no changes to the policy, however, has asked to bring the policy back for review. This policy has been updated as recommended by CSBA, and has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board review and approval.

Additional Information:

A copy of the proposed policy 7310, Naming or Renaming of a Facility, is attached.

ATTACHMENTS

- [Second Reading BP 7310 - Naming of Facility - 011222.pdf](#)

NAMING ~~OF OR~~ RENAMING A FACILITY

The Governing Board shall name ~~new district schools or individual buildings and other district-owned or leased buildings, grounds, and facilities~~ in recognition of:

1. Individuals, living or deceased, ~~and entities that who~~ have made outstanding contributions ~~to the county or community including financial contributions, to the school community~~
2. Individuals, living or deceased, who have made contributions of state~~wide~~, national or worldwide significance
3. The geographic area in which the school or building is located

~~The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.~~

~~The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.~~

Citizen Advisory Committees

~~Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.~~

~~Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.~~

Meetings and Notices

~~When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.~~

Memorials

Upon request, the Board shall consider ~~planting commemorative trees, erecting monuments, or dedicating buildings, naming buildings, parts of buildings, or athletic fields, gardens, or other district facilities, in memory of deceased students, in honor of the contributions of students, staff members, and community members, who are deceased, and benefactors of the district.~~

Recognition of Contributions

~~The Board may consider naming a building, or part of a building, in recognition of extraordinary and generous contributions from an individual, company or organization toward the construction or renovation of a building or part of a building.~~

Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

1. Specify the benefits to the district from entering into the agreement
2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the violation of any law or district policy

(cf. 0410 - Nondiscrimination in District Programs/Activities)

(cf. 1325 - Advertising/Promotions)

(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

Reviewed: January 12, 2022

~~February 10, 2021~~

~~Adopted: October 24, 2007~~

Agenda Item Details

Meeting Date: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

14. 21/22-5046 - ADOPT RESOLUTION NO. 2122-14, "A NATIONAL DAY OF RACIAL HEALING"

RECOMMENDATION

The Board of Education is requested to adopt resolution No. 2122-14, recognizing January 18, 2022, as "*A National Day of Racial Healing*," and acknowledges the deep racial divisions that exist in America and must be overcome and healed.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie____

Rationale:

This January 18, 2022, will be the sixth annual "National Day of Racial Healing." Established in 2017, the National Day of Racial Healing was created to acknowledge the deep racial divisions that exist in America and must be overcome and healed. This resolution aligns with the efforts of the Board of Education to promote fairness and equality in District culture and procedures.

Background:

The National Day of Racial Healing was established in 2017 by more than 550 leaders from around the United States who wanted to set aside a day to take action together. Conceived in 2016, and implemented for the first time in January of 2017 by the W.K. Kellogg Foundation, it has three areas of focus: 1. Reinforce and honor our common humanity, while celebrating the distinct differences that make our communities vibrant. 2. Acknowledge the deep racial divisions that exist in America and must be overcome and healed. 3. Commit to engaging people from all racial and ethnic groups in genuine efforts to increase understanding, communication, caring, and respect for one another.

Budget Implication (\$ Amount):

Additional Information:

The proposed resolution is attached.

ATTACHMENTS

- [MUSD National Day of Healing Resolution - 011222.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION #2122-14
DECLARING JANUARY 18, 2022, AS
“A NATIONAL DAY OF RACIAL HEALING”

WHEREAS, we have all witnessed racial divisiveness rising in America’s urban, rural, suburban, and tribal communities today that threatens the very core of this great country’s unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this country and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, children have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don’t violate their safety, dignity and humanity; and

WHEREAS, every single person has the capability to make a simple change within themselves that can have a profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and overall well-being of all our children; and

WHEREAS, Monrovia Unified School District, in conjunction with others throughout the United States, acknowledges the Tuesday following Martin Luther King, Jr. Day, as the “National Day of Racial Healing,” and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means of working together to ensure the best quality of life for every child.

WHEREAS, Monrovia Unified School District has demonstrated a long-term commitment by having established teachings around equity, by beginning the training of staff in antibias strategies, questioning the causes resulting in disparities in student success, developing a multi-tiered system of support for all students and adults in social emotional learning, leading to a framework that instills skill and awareness around diversity, thereby fostering the ability to establish and maintain healthy and rewarding

relationships with diverse individuals and groups; and

WHEREAS, Monrovia Unified School District Governing Board of Education continues to demonstrate a strong commitment to racial healing and a continued resolve to denounce racism and discrimination as evidenced in Resolution 1920-25, *“Denouncing Racism and Discriminatory Acts in America & Affirming MUSD’s Commitment to Tolerance, Understanding, and Diversity in Schools,”* now;

THEREFORE, BE IT RESOLVED, Monrovia Unified School District hereby declares the Tuesday following Martin Luther King, Jr. Day, January 18, 2022, as *“A National Day of Racial Healing.”*

Signed by the Monrovia Unified School District Governing Board, this 12th day of January, 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: 2022-01-12 18:30:00

AGENDA ITEM TITLE:

15. 21/22-5047- APPROVAL OF EMPLOYMENT CONTRACT, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

RECOMMENDATION

The Board of Education is requested to approve the employment contract for Assistant Superintendent of Business Services of Monrovia Unified School District.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson__

Board Member Gholar____, Board President Lockerbie____

Rationale:

Recently, the District's Assistant Superintendent of Business Services position became vacant, and the process to fill the position began immediately. At the December 8th Board of Education meeting, the Board approved a contract with consultant Cheryl A. Plotkin to work as Interim Assistant Superintendent of Business Services until the new appointee begins their tenure on January 26, 2022. With the assistance of executive search firm, Leadership Associates, interviews to find the next Assistant Superintendent were held on January 5 & 6, 2022. From those interviews, a clear front-runner was offered the position, and their employment contract is being presented tonight for Board approval.

Budget Implication (\$ Amount):

Additional Information:

A copy of the proposed contract is available upon request.

ATTACHMENTS

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>1/26/22 • SARC Board approval</p> <p>2/9/22 • Mid-Year Review – Multiple Measures Report • Career Tech Pathways (ROP)</p> <p>2/11/22 • Physical Fitness Results (Board update)</p> <p>2/23/22 • Summer School 2020 Plans/ Explore summer</p> <p>4/13/22: • CELC Program Report • Carl Perkins Application • Outdoor Education Program Report (Board Update)</p> <p>4/27/22 • Village Program Report • Skills USA Student Recognition • Dual Immersion Program Report</p> <p>5/25/22 • Class of 2021 Report • Homeless & Foster Youth Report (Board Update)</p> <p>6/9/22: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report (Board Update)</p> <p>6/22/22: • Music/Art Community Theater Report</p>	
CGI Math Update	Provide a program update to the Board of Education	Annually in September; Next report 2022
Equity Update	Provide an update on district practices to promote equity in schools	Next update June 2022
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	February 2022
E-Rate	E-rate funding approval annually in Jan/Feb/Mar.	Next update in 2022
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness	Annually in Oct/Nov/Dec.
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Annually in August.	Next training in 2022

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"> • Jan. 26, 2022: 2020-21 Audit Report • Jan. 26, 2022: 2021-22 P-1 Student Attendance Report • Feb.9, 2022: 2022-23 Budget based on Governor’s January Budget Proposals • Feb. 23, 2022: 2022-23 Enrollment & Staffing Report • Mar. 9, 2022: 2021-22 Second Interim Budget Report • April 27, 2022: 2021-22 P-2 Student Attendance Rpt • May 25, 2022: 2022-23 Governor’s May Budget Revision (Board Update) • June 9, 2022: 2022-23 Adopted Budget Public Hearing • June 22, 2022: 2022-23 Budget Adoption 	
Board Walks (Board site visits)	Secondary schools will be scheduled for 2021-22 SY	Dates to be determined
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 2022
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring: Class Size 2/23/22; Staffing Report 3/9/22	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 are being discussed with MPD 	Plans underway; Progress report to be received in February 2022
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