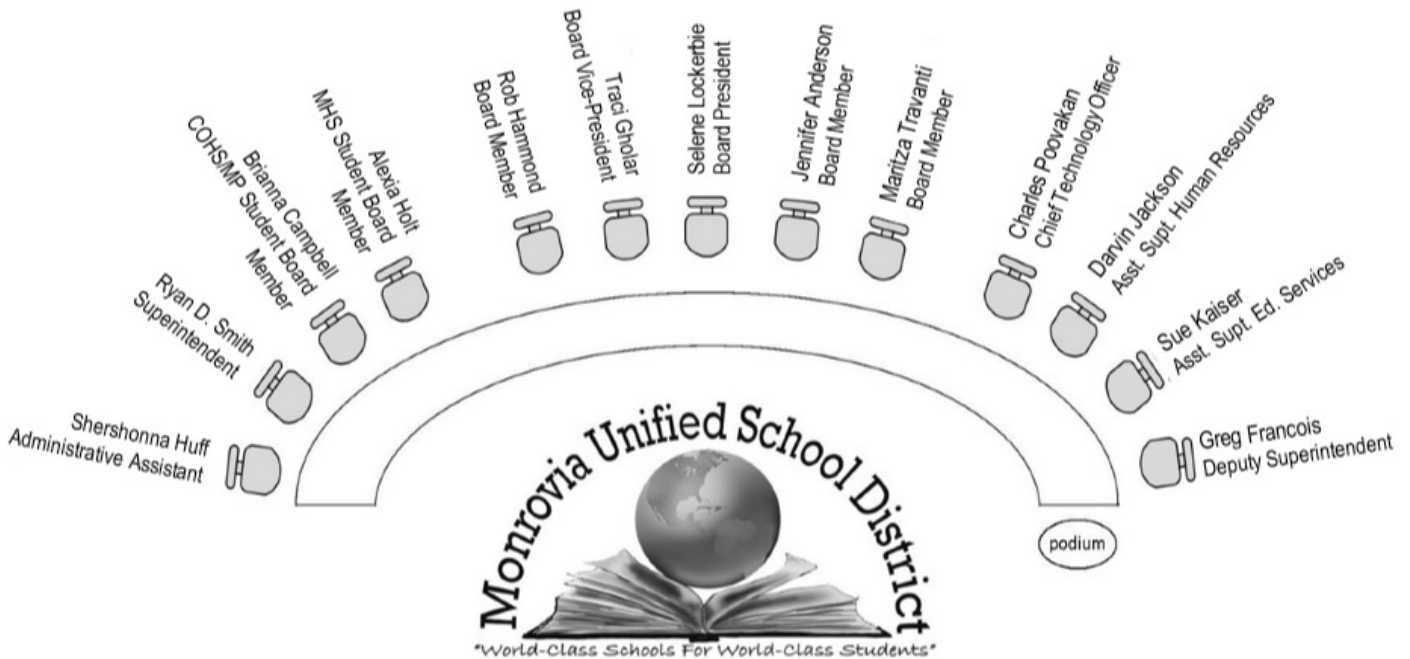




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, February 23, 2022  
6:30 p.m. - Board Room & Virtual Zoom Meeting**

**BOARD OF EDUCATION CLOSED SESSION  
Wednesday, February 23, 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/bdeahe8w>. 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](http://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 Monroe ES

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 \_\_\_\_\_
- COHS/MP Student Board Member Brianna Campbell \_\_\_\_\_

**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 Regular Board of Education Meeting on February 9, 2022.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_  
Board Member Travanti \_\_\_\_\_, Board Member Hammond \_\_\_\_\_, Board Member Anderson \_\_\_\_\_,  
Board Member Gholar \_\_\_\_\_, Board President Lockerbie \_\_\_\_\_

[BM Mins - 020922.pdf](#)

**C. RECOGNITIONS AND COMMUNICATIONS**

1. The Board of Education would like to thank the **"Old Town Derby"** for their contribution to the Monrovia High School STEM & Automotive program.

2. The Board of Education would like to congratulate **MHS senior Tamika Samuels** on being the recipient of a **"POSSE Scholarship,"** awarded by the POSSE Foundation, whose goal is to educate and develop outstanding young leaders across the country.

- 3. Board Member Reports
- 4. Student Board Member Report
- 5. 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/bdeahe8w>. 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**
- 3. **Public Comments for items on the Closed Session Agenda**

**E. INFORMATIONAL REPORTS AND PRESENTATIONS**

**1. 2022-23 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION. (Dana Smith, Asst. Supt. of Business Svcs.)**

The Board of Education will receive an informational report on the 2022-23 Enrollment and Certificated Staffing Projection.

[2022-23 Enrollment and Staffing Narrative.pdf](#)

**2. LCAP MID-YEAR UPDATE. (Dr. Sue Kaiser, Asst. Supt. of Ed. Services).**

The Board of Education will receive an informational report on the Local Control Accountability Plan (LCAP) mid-year status.

[MUSD LCAP Supplement 2022.pdf](#)

[LCAP Mid-Year Update Tables - 2022.pdf](#)

**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\_\_\_\_

**BUSINESS SERVICES**

**1. 21/22-2096 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$480,190.83, issued January 21, 2022, through February 4, 2022, and payments in the amount of \$6,110,975.77, issued January 27, 2022, through February 9, 2022.

[BA Item 2096\(b-e\) Purchase Order Rpt 2-23-22.pdf](#)

**2. 21/22-2097 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts; Deposit Report No. 28 through No. 29, deposited February 4, 2022, through February 10, 2022, for a total amount of \$532,611.93.

[BA Item 2097\(b\) Deposit Rpt #28-29 2-23-22.pdf](#)

**3. 21/22-2098 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2098\(b\) Budgetary Transfers 2-23-22.pdf](#)

**4. 21/22-2099 - CUMULATIVE OBJECT SUMMARY REPORTS**

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

[BA Item 2099\(b\) Cumulative Object Summary Rpt - January 2022.pdf](#)

**5. 21/22-2100 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts

Report No. 2022-08.

[Acceptance of Gifts #2022-08-02-23-22.pdf](#)

## **6. 21/22-2101- PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements Report #12 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #12 - 022322.pdf](#)

## **HUMAN RESOURCES**

### **7. 21/22-3069 - PERSONNEL ASSIGNMENTS**

The Board of Education is requested to approve Personnel Assignments Report #13.

[2022-02-23 Personnel Report 13.pdf](#)

### **8. 21/22-3070 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #9.

[02232021TravelConference.pdf](#)

## **G. ACTION ITEMS (Non-Consent)**

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

#### **1. 21/22-1082 - PURCHASE OF MAXSCHOLAR TEACHER PROFESSIONAL DEVELOPMENT TRAINING AND MATERIALS FOR BRADOAKS ELEMENTARY SCIENCE ACADEMY**

The Board of Education is requested to approve the proposal from MaxScholar for the purchase of Orton-Gillingham Training and teacher materials for reading intervention at Bradoaks Elementary Science Academy.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[MaxScholar-OG Proposal - Bradoaks - 20220223.pdf](#)

#### **2. 21/22-1083 - PERSONAL SERVICE AGREEMENT WITH NJA THERAPY SERVICES, INC.**

The Board of Education is requested to approve a Personal Service Agreement with NJA Therapy Services, Inc., as detailed in Personal Service Agreement Report #8, beginning February 23, 2022, through June 30, 2022.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[PSA - Report 8.pdf](#)

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

#### **3. 21/22-2102 - RESOLUTION PROCLAIMING MARCH 7 - 11, 2022, AS "NATIONAL SCHOOL BREAKFAST WEEK"**

The Board of Education is requested to adopt Resolution No. 2122-17, proclaiming the week of March 7-11, 2022, as "National School Breakfast Week," and declaring that breakfast served during National School Breakfast Week will continue to be offered free to all Monrovia Unified School District students and neighboring community children through the Seamless Summer Option meal program.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[BA Item 2102\(b\) #2122-17 National School Breakfast Week 2-23-22.pdf](#)



#### **4. 21/22-2103 - SOFTWARE SUBSCRIPTION WITH DAVIS DEMOGRAPHICS**

The Board of Education is requested to approve an agreement with Davis Demographics for school site locator software.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

[BA Item 2103\(b\) Software Agreement with Davis Demographics 2-23-22.pdf](#)

#### **HUMAN RESOURCES - Gregoire Francois, Ed.D., Deputy Superintendent**

#### **5. 21/22-3071 – APPROVAL OF COMPREHENSIVE SCHOOL SAFETY PLANS**

The Board of Education is requested to approve the Comprehensive School Safety Plans for the 2021-22 school year.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

[Comprehensive School Safety Plans 2022 .pdf](#)

#### **TECHNOLOGY - Charles Poovakan, Chief Technology Officer**

#### **6. 21/22 - 4012 – AWARD OF CONTRACT WITH AMS.NET FOR NETWORK EQUIPMENT**

The Board of Education is requested to approve an award of contract with AMS.NET to upgrade our network and wireless infrastructure contingent upon E-Rate approval.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

[Monrovia USD - Network Equipment RFP FY2022.pdf](#)

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

#### **7. 21/22-5059- BOARD POLICY 5145.7, SEXUAL HARASSMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to receive for first reading Board Policy 5145.7, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 5145.7 Sexual Harassment.pdf](#)

[5145.7 AR Sexual Harrassment.pdf](#)

#### **8. 21/22-5060- BOARD POLICY 5145.9, HATE-MOTIVATED BEHAVIOR**

The Board of Education is requested to receive for first reading Board Policy 5145.9, *Hate-Motivated Behavior*, as recommended by the California School Boards Association (CSBA).

[BP 5145.9 Hate Motivated Behavior.pdf](#)

#### **9. 21/22-5061- BOARD POLICY 6158, INDEPENDENT STUDY, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to receive for first reading Board Policies 6158, *Independent Study*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[6158 AR Independent Study.pdf](#)

[6158 BP Independent Study.pdf](#)

#### **10. 21/22-5062 - BOARD POLICY 7310, NAMING A FACILITY**

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

[BP 7310 - Naming a Facility \(1st read\).pdf](#)

**11. 21/22-5063 - CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY ELECTION, SUBREGION 23-A**

The Board of Education will discuss nominating a delegate to represent Subregion 23-A, in the California School Boards Association (CSBA) Delegate Assembly, to serve a two-year term commencing April 1, 2022, through March 31, 2024.

[2022 Delegate Assembly Ballot.pdf](#)

**12. 21/22-5064 - BOARD DISCUSSION ON LETTER OF SUPPORT FOR SENATE BILL 830 (SB 830)**

The Board of Education will discuss penning a letter of support for SB 830, that would base state funding for school district's on total enrollment, rather than daily attendance.

**13. 21/22-5065 - BOARD DISCUSSION ON LETTER TO LOS ANGELES COUNTY BOARD OF SUPERVISORS REGARDING COUNTY PUBLIC HEALTH ORDERS**

The Board of Education will discuss penning a letter to the Los Angeles County Board of Supervisors requesting that County public health orders affecting schools fully align with state requirements and not be more restrictive.

**14. 21/22-5066- 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 - 022322.pdf](#)

**H. FUTURE MEETING DATES**

- March 9, 2022; 6:30 p.m. - Regular Board of Education Meeting
- March 23, 2022; 6:30 p.m. - Regular Board of Education Meeting
- April 13, 2022; 6:30 p.m. - Regular Board of Education Meeting

**I. NEW BUSINESS**

- Pupil Free Day (ALL SITES CLOSED) - March 4, 2022
- Parent Teacher Conferences (Grades K-5) - March 7-11, 2022
- Pupil Free Day (ALL SITES CLOSED) - March 18, 2022

Other Dates to Calendar

- Board Retreat - February 26, 2022

Boardwalks

- Clifton MS - March 2, 2022; 10am
- COHS/MP - March 3, 2022; 10am
- Santa Fe CSMS - March 16, 2022; 10am

Open Houses

- MHS - March 16, 2022; 6pm
- Clifton MS - March 24, 2022; 6pm
- Mayflower ES - March 29, 2022; 6pm
- CELC - March 31, 2022; 6pm
- Monroe ES - March 31, 2022; 6pm

**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)
4. Public Employee Appointment - *MHS Principal* (Government Code Section 54957)

**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**

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

2. Approve the Minutes of the Regular Board of Education Meeting on February 9, 2022.

## RECOMMENDATION

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_  
Board Member Travanti\_\_\_\_, Board Member Hammond \_\_\_\_\_, Board Member  
Anderson\_\_\_\_,  
Board Member Gholar \_\_\_\_\_, Board President Lockerbie \_\_\_\_\_

## Rationale:

## Budget Implication (\$ Amount):

## Additional Information:

## ATTACHMENTS



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

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, February 9, 2022**

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

**BOARD OF EDUCATION CLOSED SESSION**

**Wednesday, February 9, 2022**

**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/mkx89a3m>. Live public comments are for the Open Session agenda, non-agenda, and closed session items.

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- 2) Livestream online at [www.foothillsmedia.org/musd](http://www.foothillsmedia.org/musd)

**A. CONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)**

- 1. Meeting was called to order by Board President Lockerbie at 6:32 p.m.
- 2. Pledge of Allegiance was led by Plymouth ES
- 3. Roll Call

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

**There were no changes to the order.**

- 2. Approved the Minutes of the Regular Board of Education Meeting on January 26, 2022.

Motion by Board Member Travanti, seconded by Board Member Anderson, **Vote 4-0**  
Board Member Travanti – Y, Board Member Hammond – Exc, Board Member Anderson - Y,  
Board Member Gholar – Y, Board President Lockerbie - Y

[BM Mins - 012622.pdf](#)

**C. RECOGNITIONS AND COMMUNICATIONS**



1. The Board of Education & the Chamber of Commerce congratulated the following employees on being named **Monrovia Unified School District's "Employees of the Month"** for the month of **February**:

- **Kristine Gomez-Brenes, Clerical Assist. III - Clifton MS**
- **Raul Ochoa, Teacher - Clifton MS**
- **Araceli Briones, Secretary - MHS**
- **Peter Davis, Teacher - MHS**

2. The Board of Education congratulated the **MHS 2021 Boys Varsity Football team** on a championship season.

3. Board Member Reports

- **Board President Lockerbie** congratulated **Assistant Superintendent of Educational Services, Dr. Sue Kaiser**, on her decision to retire at the end of the school year. **Board President Lockerbie** also thanked **Dr. Kaiser** for her 42 years of service in education and service to Monrovia Unified School District.

4. Student Board Member Report

5. Report from the Superintendent

- **Dr. Smith** shared with the community the latest COVID-19 updates and how they affect students, staff, and the community. **Dr. Smith** also invited **Director of Student Support Services, Dr. Kimberly Cabrera** and **Public Information Officer, Gustavo Olguin**, to provide an overview of the "Safe Passageways" project they developed to identify the safest routes to and from district schools.

**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/mkx89a3m>. 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 publiccomment. 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.

- **Zurina Burnett** addressed the Board of Education regarding COVID compliance. Ms. Burnett asked if the District has data surrounding the October 2021 state mandate requiring all school employees be fully vaccinated.

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

**3. Public Comments for items on the Closed Session Agenda**  
There were none.

**E. INFORMATIONAL REPORTS AND PRESENTATIONS**

**1. 2021-22 PERIOD 1 (P-1) STUDENT ATTENDANCE REPORT. (Dana Smith, Asst. Supt. of Business Svcs.).**

The Board of Education received a Period 1 (P-1) Student Attendance Report for the

2021-22 school year.  
[2020-21 P-1 ADA Report.pdf](#)

**2. MUSD GRADUATION, A-G COMPLETION, & COLLEGE ENROLLMENT DATA.**  
*(Dr. Greg Francois, Deputy Superintendent & Dr. Sue Kaiser, Asst. Supt. of Ed. Svcs.).*  
The Board of Education received an informational report on MUSD Graduation, A-G Completion, and College Enrollment data for Monrovia Unified School District.

**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: **There were none.**

Approval of Consent Agenda:

Motion by Board Member Travanti, seconded by Board Member Anderson, **Vote 4-0**  
Board Member Travanti – Y, Board Member Hammond – Exc, Board Member Anderson – Y,  
Board Member Gholar – Y, Board President Lockerbie - Y

**BUSINESS SERVICES**

**1. 21/22-2091 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education ratified purchase orders in the amount of \$612,805.57 issued January 7, 2022, through January 21, 2022, and payments in the amount of \$783,335.88 issued January 12, 2022, through January 26, 2022.

[BA Item 2091\(b-e\) Purchase Order Rpt 2-9-22.pdf](#)

**2. 21/22-2092 - DISTRICT CASH RECEIPTS**

The Board of Education received District cash receipts; Deposit Report No. 26 through No. 27 deposited January 18, 2022, through January 21, 2022, for a total amount of \$858,169.69.

[BA Item 2092\(b\) Deposit Rpt #26-27 2-9-22.pdf](#)

**3. 21/22-2093 - BUDGETARY TRANSFERS AND REVISIONS**

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2093\(b\) Budgetary Transfers 2-9-22.pdf](#)

**4. 21/22-2094- ACCEPTANCE OF GIFTS**

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2122-07.

[Acceptance of Gifts #2122-07 - 020922.pdf](#)

**HUMAN RESOURCES**

**5. 21/22-3067 - PERSONNEL ASSIGNMENTS**

The Board of Education approved Personnel Assignments Report #12.

[2022-02-09 Personnel Report 12.pdf](#)

**6. 21/22-3068 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education approved the Travel and Conference Report #8.

[02092022TravelConference.pdf](#)

**BOARD BUSINESS**

**7. 21/22-5055- RESOLUTION RECOGNIZING THE CONTINUED STATE OF EMERGENCY & REAUTHORIZING THE NEED FOR TELECONFERENCED MEETINGS PURSUANT TO AB 361**

The Board of Education adopted Resolution No. 2122-15, recognizing the continued state of emergency that exists and reauthorizing the need for teleconferenced meetings pursuant to AB 361.

## 8. 21/22-5056- AMENDMENT TO CERTIFICATION OF SIGNATURES

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

## G. ACTION ITEMS (Non-Consent)

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

#### 1. 21/22-5057- RESOLUTION NO. 2122-16, RECOGNIZING THE MONTH OF FEBRUARY, AS "BLACK HISTORY MONTH"

The Board of Education adopted Resolution No. 2122-16, recognizing the month of February, as "*Black History Month*," celebrating the contribution of African Americans to society and Monrovia Unified School District.

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

**Vote 4-0**

[Black History Month Resolution - 020922.pdf](#)

#### 2. 21/22-5058 - PENDING BOARD ISSUES

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

[Pending Board Issues - 020922.pdf](#)

## H. FUTURE MEETING DATES

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

## I. NEW BUSINESS

- President's Day (ALL SITES CLOSED) - February 21, 2022
- Pupil Free Day (ALL SITES CLOSED) - March 4, 2022
- Parent Teacher Conferences (Grades K-5) - March 7-11, 2022
- Pupil Free Day (ALL SITES CLOSED) - March 18, 2022

### Other Dates to Calendar

- Elementary Winter Concert - February 16, 2022; 6pm @ Taylor Performing Arts Center
- MDBAA Black History Arts Festival @ Monrovia Community Center - February 17, 2022; 5:30 p.m.
- Board Retreat - February 26, 2022

### Boardwalks

- Clifton MS - March 2, 2022; 10am
- COHS/MP - March 3, 2022; 10am
- Santa Fe CSMS - March 16, 2022; 10am

## J. RECESSED THE BOARD OF EDUCATION OPEN SESSION MEETING AT 8:37 p.m.

- K. CONVENED THE BOARD OF EDUCATION CLOSED SESSION AT 8:42 p.m.**
1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).
  2. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
  3. Superintendent Evaluation (Government Code Section 54957)
- L. ADJOURNED THE BOARD OF EDUCATION CLOSED SESSION AT 11:18 p.m.**
- M. RECONVENED THE BOARD OF EDUCATION OPEN SESSION MEETING**
1. Board President Lockerbie Called the Open Session meeting to Order at 11:21 p.m.
  2. Report out on Closed Session  
**No reportable action was taken.**
- N. BOARD PRESIDENT LOCKERBIE ADJOURNED THE REGULAR BOARD OF EDUCATION OPEN SESSION MEETING AT 11:21 p.m.**

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Ryan D. Smith, Superintendent & Secretary to the Board

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Jennifer Anderson, Board Clerk

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

**1. 2022-23 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION. (Dana Smith, Asst. Supt. of Business Svcs.)**

## RECOMMENDATION

The Board of Education will receive an informational report on the 2022-23 Enrollment and Certificated Staffing Projection.

### **Rationale:**

As a part of the budget development process, administration analyzes student enrollment for past school years in an effort to determine projected enrollment and certificated staff requirements for the coming year.

### **Background:**

Projection of student enrollment, and staffing to accommodate the projected enrollment, is the first step in the development of the annual budget. Enrollment trends are analyzed and staffing needs are based upon the maintenance of current pupil-teacher ratios and special program staffing allocations. In 2021-22 and 2022-23, class size ratios are 24.0:1, for grades TK-3, 31.5:1, for grades 6-8, and 33.0:1, for grades 9-12. Based on future budget decisions and/or enrollment changes, adjustments will be made in subsequent budget reports as necessary.

### **Budget Implication (\$ Amount):**

There is no cost to the District for this report.

### **Legal References:**

None.

### **Additional Information:**

A narrative and the following tables are attached: Table I Five Year Enrollment Analysis and Projection Table II School Enrollment by Year Table III 2022-23 Enrollment and Staffing Projections

## ATTACHMENTS

- [2022-23 Enrollment and Staffing Narrative.pdf](#)



**MONROVIA UNIFIED SCHOOL DISTRICT  
2022-23 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION**

**Table I - Five Year Enrollment Analysis and Projection**

Table 1 shows the District's declining enrollment in the past several years. In 2017-18, enrollment declined by 53 students. In 2018-19, enrollment declined 121 students to 5,442 more than 2%. In 2019-20 enrollment declined by an additional 38 students to 5,404. In 2020-21 in a distance learning environment, enrollment declined by 157 students, nearly 3%. This year, enrollment declined by 113 students, over 2%, to 5,134.

Future enrollment trends are determined by a weighted average of the three most recent years of student movement from one grade level to the next. For 2022-23 student enrollment is projected to decline by an additional 115 students to 5,019.

**Table II - School Enrollment by Year**

Table II reflects that total District enrollment decreased 2.15% this year compared to last year, and has decreased 7.71% since the 2017-18 school year to its lowest level since at least 1992. District enrollment peaked at 6,762 in 1999-00.

Overall, elementary school enrollment decreased an 3.09% this year. Elementary school enrollment has decreased 10.71% compared to 2017-18 and is at its lowest level since at least 1992. Wild Rose increased enrollment this year by 5.76%. The other elementary schools declined this year, with Bradoaks declining by 62 students or 13.63%. Enrollment at Bradoaks and Wild Rose have decreased substantially since 2014-15. Enrollment in the Plymouth Mandarin Dual Immersion Program that began in 2015-16 is now at 256 students, and overall Plymouth enrollment has increase nearly 17% since 2014.

Clifton enrollment decreased a11.25% this year. Santa Fe decreased 5.68% this year. Total middle school enrolment declined 9.55% this year, and has declined 16.34% since 2014. Even counting increased middle school enrollment of 20 students at Mountain Park this year, Total District middle school enrollment declined substantially this year. Declining middle school enrollment will likely continue for several years as smaller 5th grade classes promote to the middle schools.

At Monrovia High School, enrollment dropped 2.22% this year. However, including Canyon Oaks High School and high school enrollment at Mt. Park School shows total District high school enrollment increased 2 students this year. Last year was the lowest combined high school enrollment since 1996-97.

**MONROVIA UNIFIED SCHOOL DISTRICT  
2022-23 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION**

**Table III – 2022-23 Enrollment and Certificated Staffing Projections**

The enrollment figures in Table III differ from those in Tables I and II in that Special Day Class (SDC) and Non-Public School (NPS) students are excluded, as they are not used to project general budget staffing needs. Projected **regular education enrollment** for October 2022 Census Day is 4,839, a decrease of 115 from October 2021 Census Day enrollment.

The staffing projections reflect a net decrease of 9.16 full-time equivalent (FTE) teacher positions for 2022-23, due to actual declining enrollment in 2021-22 and projected declining enrollment next year.

Elementary school enrollment is projected to decrease by 6 students in 2022-23. Teacher staffing is projected to decrease by four teacher FTEs: one at Bradoaks, 2 at Monroe, and 1 at Plymouth. The District will stay below the maximum class size ratio of 24.0:1 in grades TK to 3 at each elementary site, as required to receive the Local Control Funding Formula 10.4% funding add-on for grades TK-3.

Middle school staffing is projected to decrease by 4 FTEs at Clifton and by 1.86 FTEs at Santa Fe, for a total decrease of 5.86 FTEs at the middle school level. This is due to current year overstaffing and a projected decline of 77 middle school students, and will meet the required staffing ratio of 31.5:1.

Staffing at Monrovia High School is projected to decrease by 3.80 FTEs. This is due to a current year overstaffing and a projected decline of 32 high school students, and will keep meet the required staffing ratio of 33.0:1.

Canyon Oaks and Mountain Park staffing is projected to increase by 4.9 FTEs from the 3.1 FTE at the beginning of this school year to 8 FTE next year. Staffing has already been increased this year by 3 FTE to accommodate increased enrollment.

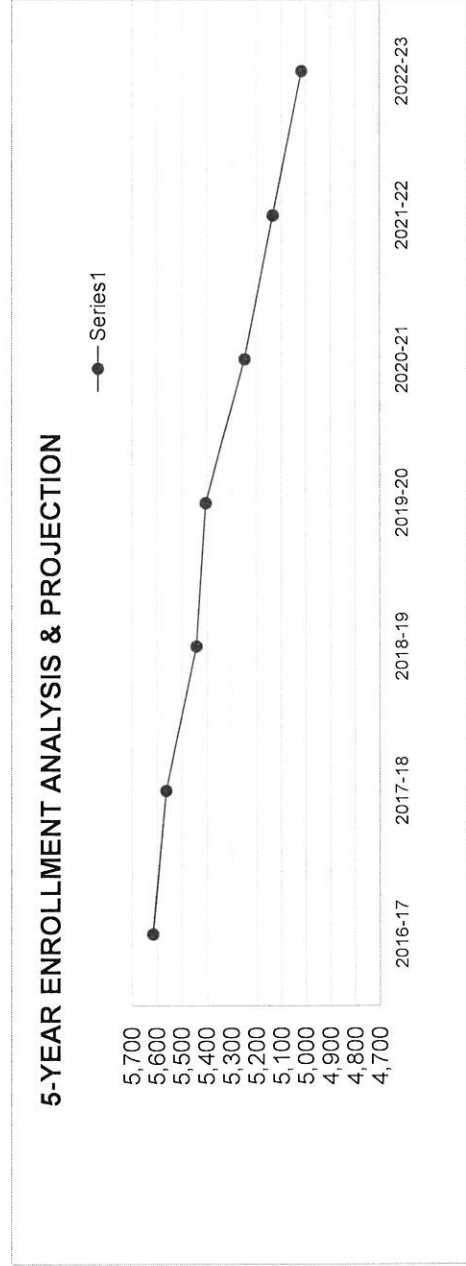
The average 2022-23 class size is projected to be 22.69 for grades TK to 3, The average TK-3 class size in 2021-22 was 22.09. In grades 4 and 5, average class size was 27.28 in 2021-22, and is projected to increase to 29.29 in 2022-23. The District goal is to keep a District-wide average class size of 30:1 in Grades 4 and 5.

Staffing ratios are 31.5:1 for the middle schools, and 33.0:1 at Monrovia High School in 2022-23.

TABLE I 5-YEAR ENROLLMENT ANALYSIS AND PROJECTION Including Special Day Class (SDC) and Non-Public School (NPS) Students

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
October CBEDS Enrollment	5,563	5,442	5,404	5,247	5,134	5,019
Enrollment Change From Previous October	-53	-121	-38	-157	-113	-115
% Enrollment Change From Previous October	-0.94%	-2.18%	-0.70%	-2.91%	-2.15%	0

Projected



Projected

TABLE II SCHOOL ENROLLMENT BY YEAR Including all Special Day Class (SDC) Students

Location	10/1/2014	10/7/2015	10/5/2016	10/4/2017	10/3/2018	10/2/2019	10/7/2020	10/6/2021	% Change in Past Year	% Change Since 2017	% Change Since 2014
Bradoaks	528	512	480	462	462	455	394	368	-6.60%	-20.35%	-30.30%
Mayflower	555	540	539	524	507	546	505	484	-4.16%	-7.63%	-12.79%
Monroe	596	600	628	651	616	578	552	514	-6.88%	-21.04%	-13.76%
Plymouth	419	418	404	450	451	464	499	490	-1.80%	8.89%	16.95%
Wild Rose	511	523	484	444	394	395	382	404	5.76%	-9.01%	-20.94%
<b>Subtotal Elementary</b>	<b>2,609</b>	<b>2,593</b>	<b>2,535</b>	<b>2,531</b>	<b>2,430</b>	<b>2,438</b>	<b>2,332</b>	<b>2,260</b>	<b>-3.09%</b>	<b>-10.71%</b>	<b>-13.38%</b>
Clifton	667	646	666	682	711	731	702	623	-11.25%	-8.65%	-6.60%
Santa Fe	612	619	573	527	521	511	481	447	-7.07%	-15.18%	-26.96%
<b>Subtotal Middle</b>	<b>1,279</b>	<b>1,265</b>	<b>1,239</b>	<b>1,209</b>	<b>1,232</b>	<b>1,242</b>	<b>1,183</b>	<b>1,070</b>	<b>-9.55%</b>	<b>-11.50%</b>	<b>-16.34%</b>
Monrovia High School	1,785	1,768	1,672	1,675	1,604	1,582	1,577	1,542	-2.22%	-7.94%	-13.61%
Canyon Oaks	100	110	84	84	105	82	40	38	-5.00%	-54.76%	-62.00%
<b>Subtotal High School</b>	<b>1,885</b>	<b>1,878</b>	<b>1,756</b>	<b>1,759</b>	<b>1,709</b>	<b>1,664</b>	<b>1,617</b>	<b>1,580</b>	<b>-2.29%</b>	<b>-10.18%</b>	<b>-16.18%</b>
Mountain Park	71	71	48	35	38	29	87	199	128.74%	468.57%	180.28%
Quest Academy	20	to MHS	to MHS	to MHS	to MHS	to MHS	to MHS	to MHS	N/A	N/A	N/A
Adult Transition Program	15	13	15	14	13	12	9	10	11.11%	-28.57%	-33.33%
Non-Public School	24	18	23	15	20	19	19	15	-21.05%	0.00%	-37.50%
<b>GRAND TOTAL</b>	<b>5,903</b>	<b>5,838</b>	<b>5,616</b>	<b>5,563</b>	<b>5,442</b>	<b>5,404</b>	<b>5,247</b>	<b>5,134</b>	<b>-2.15%</b>	<b>-7.71%</b>	<b>-13.03%</b>

TABLE III ENROLLMENT AND STAFFING PROJECTIONS Excluding Special Day Class (SDC) and Non-Public School (NPS) Students

Location	Official CBEDS Enrollment 10/7/2015	Official CBEDS Enrollment 10/5/2016	Official CBEDS Enrollment 10/4/2017	Official CBEDS Enrollment 10/3/2018	Official CBEDS Enrollment 10/2/2019	Official CBEDS Enrollment 10/7/2020	Unofficial CBEDS Enrollment 10/6/2021	Projected CBEDS Enrollment October 2022	Change From October 2021 CBEDS Enrollment	Current Staff 2021-22	Staff Recommended 2022-23	Staff Changes From 2021-22
Bradoaks	488	460	440	439	434	370	347	344	-3	15	14	-1
Mayflower	520	512	491	476	516	481	463	461	-2	19	19	0
Monroe	592	618	651	616	578	552	514	484	-30	22	20	-2
Plymouth	401	398	431	435	444	479	477	493	16	21	20	-1
Wild Rose	495	458	418	367	368	356	383	396	13	16	16	0
<b>Subtotal</b>	<b>2,496</b>	<b>2,446</b>	<b>2,431</b>	<b>2,333</b>	<b>2,340</b>	<b>2,238</b>	<b>2,184</b>	<b>2,178</b>	<b>-6</b>	<b>93</b>	<b>89</b>	<b>-4</b>
Clifton	623	647	655	678	699	674	602	554	-48	25.20	21.20	-4.00
Santa Fe	603	554	511	508	502	466	428	399	-29	17.06	15.20	-1.86
<b>Subtotal</b>	<b>1,226</b>	<b>1,201</b>	<b>1,166</b>	<b>1,186</b>	<b>1,201</b>	<b>1,140</b>	<b>1,030</b>	<b>953</b>	<b>-77</b>	<b>42.26</b>	<b>36.40</b>	<b>-5.86</b>
MHS	1,725	1,627	1,631	1,560	1,541	1,542	1,510	1,478	-32	60.60	56.80	-3.80
Canyon	101	74	76	97	76	35	31	31	0	4.40	4.00	-0.40
<b>Subtotal</b>	<b>1,826</b>	<b>1,701</b>	<b>1,707</b>	<b>1,657</b>	<b>1,617</b>	<b>1,577</b>	<b>1,541</b>	<b>1,509</b>	<b>-32</b>	<b>65.00</b>	<b>60.80</b>	<b>-4.20</b>
Mountain Park	71	48	35	38	29	87	199	199	0	3.10	8.00	4.90
<b>GRAND TOTAL</b>	<b>5,619</b>	<b>5,396</b>	<b>5,339</b>	<b>5,214</b>	<b>5,187</b>	<b>5,042</b>	<b>4,954</b>	<b>4,839</b>	<b>(115)</b>	<b>203.36</b>	<b>194.20</b>	<b>-9.16</b>

(a) Bradoaks includes 1 Transition Kindergarten (TK) class beginning in 2020-21

(b) Mayflower includes 1 Transition Kindergarten (TK) class beginning in 2019-20

(c) Monroe includes 1 Transition Kindergarten class

(d) Plymouth includes 2 Transition Kindergarten classes

(e) Wild Rose includes 1 Transition Kindergarten (TK) class beginning in 2019-20

(f) The TK-3 school-wide average class size at a maximum of 24:0:1 in 2021-22 and 2022-23

(g) Middle school staffing is based on a 31.5:1 student/teacher ratio in 2021-22 and 2022-23

(h) MHS staffing is based on a 33:0:1 student/teacher ratio in 2021-22 and 2022-23, plus 2 FTEs for the Academic Excellence and Improvement Program and 1 FTE for Athletic Directors, Technology and ROP



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

**2. LCAP MID-YEAR UPDATE. (*Dr. Sue Kaiser, Asst. Supt. of Ed. Services*).**

## RECOMMENDATION

The Board of Education will receive an informational report on the Local Control Accountability Plan (LCAP) mid-year status.

## ATTACHMENTS

- [MUSD LCAP Supplement 2022.pdf](#)
- [LCAP Mid-Year Update Tables - 2022.pdf](#)

## Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Monrovia Unified School District	Dr. Sue Kaiser Assistant Superintendent of Educational Services	<a href="mailto:skaiser@monroviaschools.net">skaiser@monroviaschools.net</a> 626-471-2030

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).

Each school site was included in the decision making on how this money was spent. Administrators and teachers at each site were a part of developing a plan for the money to be used at their school sites. At the district level, the certificated and classified unions were consulted and feedback was received for all spending plans. In addition, the parents were included through the DAC and DELAC meetings so that they could give feedback for all funds. Leadership students at the high school were presented with the extra funding and the plans. The students gave feedback for all of these funds as well. The plans were also presented in public forums in the official board meetings and also in other parent meetings throughout the district.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

These funds are being used to bring in classified and certificated staff to work within small groups at each different school site to provide extra support for the students who need the help. Secondary schools are using these funds to provide classes before or after school so that students have extra time to make up credits or gain skills.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Educational partners were engaged throughout the process of writing the Extended Learning Opportunities plan and the ESSER III plan. Parents, union representation for certificated and classified staff, students, teachers, and administrators were all provided opportunities for input and then given feedback when the plans were presented.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

These funds are being used for the supplies which are necessary for teaching and learning during a pandemic. We have purchased technology for staff and students so that the distance and hybrid learning could take place and then the new practices continue when students returned to class. These funds have been used to purchase different intervention programs for the different schools to use to help the students who are falling behind or missed out on learning opportunities. These funds are being used to provide extra time for staff to work with students throughout the school day, giving extra support for the students who need it. Lastly we are looking at any facilities which need to be upgraded in order to have large groups inside and all students and parents and other educational partners to feel safe inside the facilities.

The biggest challenge we have faced is the labor shortage. We are short on teachers, substitutes, and all classified positions. This makes doing anything extra very difficult.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

The LCAP sets forth specific goals for teaching and learning along with family engagement and student engagement. The extra fiscal resources from these other funding sources have been spent to allow the district to continue to work towards these goals during distance learning, hybrid learning, and the ever-changing teaching and learning situations in the classroom.

## Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

*For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

### Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

## Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

**Prompt 1:** *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021–22 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

**Prompt 2:** *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

**Prompt 3:** *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*



If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

**Prompt 4:** “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

**Prompt 5:** “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education  
November 2021

**Mid-Year LCAP Fiscal and Implementation Update**

**Article 2**

<b>Goal 1</b>					
Action	Action Description	Budgeted Amount	Encumbered	Paid	Balance
In Progress	Instructional Specialists Salary	\$ 612,335.00	\$399,461.73	\$212,873.27	\$0.00
In Progress	Supports for Curriculum ERWC, DBQ, and writing	\$ 20,000.00	\$6,000.00	\$1,132.42	\$12,867.58
In Progress	iCoach program	\$ 200,000.00	\$64,055.70	\$49,234.83	\$86,709.47
Not Begun	District PLC	\$ 130,000.00	\$0.00	\$0.00	\$130,000.00
In Progress	Certificated PD Days	\$ 800,000.00	\$800,000.00	\$0.00	\$0.00
In Progress	Classified PD Days	\$ 70,000.00	\$70,000.00	\$0.00	\$0.00
In Progress	Data Specialist	\$ 83,669.00	\$49,859.96	\$33,309.04	\$500.00
In Progress	NGSS Science Curriculum support	\$ 250,000.00	\$174,129.38	\$1,687.54	\$74,183.08
In Progress	District Support to sites for LCAP implementation	\$ 152,398.00	\$700.00	\$15,809.79	\$135,888.21
In Progress	Site Intervention	\$ 237,175.00	\$3,227.02	\$126,073.10	\$107,874.88
In Progress	Site Materials	\$ 120,000.00	\$34,111.90	\$34,111.90	\$51,776.20
In Progress	Site Professional Development	\$ 350,000.00	\$38,473.22	\$56,266.64	\$255,260.14
In Progress	Materials for ELA and Math	\$ 200,000.00	\$6,581.35	\$0.00	\$193,418.65
In Progress	Instructional Specialists to support EL students	\$ 254,104.00	\$137,179.35	\$116,924.65	\$0.00
Not Begun	ELD Professional Development	\$ 10,000.00	\$0.00	\$0.00	\$10,000.00
Complete	AP Summer Institutes	\$ 2,000.00	\$3,067.23	\$0.00	(-\$1,067.23)

Not Begun	AP Testing	\$ 10,000.00	\$0.00	\$0.00	\$10,000.00
In Progress	AVID program Support	\$ 165,000.00	\$21,179.15	\$43,760.19	\$100,060.66
In Progress	ELA Intervention	\$ 200,000.00	\$0.00	\$14,363.51	\$185,636.49
In Progress	K-5 Summer School	\$ 160,000.00	\$738.73	\$121,566.64	\$37,694.63
Not Begun	6-12 Summer School	\$ 165,000.00	\$0.00	\$0.00	\$165,000.00
In Progress	High School Intervention Coordinator	\$ 80,000.00	\$46,917.60	\$498.81	\$32,583.59
All	Total for Goal #1	\$4,271,681.00	\$1,855,682.32	\$827,612.33	\$1,588,386.35

**Goal 2**

Action	Action Description	Budgeted Amount	Encumbered	Paid	Balance
In Progress	iReady for intervention students and a portion of interventionist salary at each elementary school	\$157,733.00	\$87,191.29	\$70,887.97	(-\$346.26)
In Progress	Support for Dual Immersion intervention	\$45,000.00	\$0.00	\$63,783.00	(-\$18,783.00)
In Progress	Supplemental math materials and support	\$50,000.00	\$24,317.39	\$51,540.77	(-\$25,858.16)
All	Total for Goal #2	\$252,733.00	\$111,508.68	\$186,211.74	(-\$44,987.42)

**Goal 3**

Action	Action Description	Budgeted Amount	Encumbered	Paid	Balance
Complete	PBIS Training	\$50,000.00	\$0.00	\$69,000.00	(-\$19,000)
In Progress	Director of College, Career and Counseling and Clerical support	\$237,221.00	\$145,582.47	\$91,345.01	\$293.52

In Progress	Specific Student Engagement programs	\$75,000.00	\$ 21,235.67	\$0.00	\$53,764.33
In Progress	Secondary Counselors and Summer Hours	\$284,432.00	\$137,731.42	\$102,150.90	\$44,549.68
In Progress	Elementary Counselor	\$136,019.00	\$63,727.00	\$72,292.00	\$0.00
In Progress	Wellness Center Support-SRO	\$80,000.00	\$44,000.00	\$44,000.00	(-\$8,000.00)
In Progress	Plan for College going culture and Naviance	\$32,000.00	\$0.00	\$7,261.20	\$24,738.80
In Progress	UC/CSU/college workshops for counselors	\$2,000.00	\$135.00	\$385.00	\$1,480.00
In Progress	Intervention Coordinator	\$80,000.00	\$36,422.90	\$9,475.54	\$34,101.56
In Progress	Clerk for data management	\$115,000.00	\$63,895.84	\$50,984.16	\$120.00
In Progress	Arts Integration programs	\$175,000.00	\$117,550.45	\$24,347.29	\$33,102.26
In Progress	Director of Performing Arts and Clerical support	\$76,000.00	\$41,713.90	\$34,191.10	\$95.00
In Progress	CTE Pathways and VMA	\$133,000.00	\$0.00	\$133,984.07	(-\$984.07)
In Progress	Coding, Technology and PIO	\$300,000.00	\$59,863.62	\$31,740.97	\$208,395.41
In Progress	Portion of MHS APs to support programs	\$180,000.00	\$103,969.23	\$66,857.44	\$9,173.33
In Progress	Technology and Professional Development	\$150,000.00	\$10,802.00	\$1,842.63	\$137,355.37
In Progress	Clerical support for iCoach program	\$11,000.00	\$10,139.00	\$4,161.73	(-\$3,300.73)
In Progress	Technology Director to support iCoach program	\$22,000.00	\$21,561.00	\$8,616.29	(-\$8,177.29)
In Progress	Educational Services Director and Clerical support	\$153,000.00	\$76,653.07	\$63,365.96	\$12,980.97
All	Total for Goal #3	\$2,291,672.00	\$954,982.57	\$816,001.29	\$520,688.14

## Mid-Year LCAP Metric Update

Goal 1		
Metric	Status	Data
Fully Credentialed Teachers	Known	100%
Reading Inventory proficiency levels for all students	In Progress	44.1%
Math Inventory proficiency levels for all students	In Progress	22.5%
ELA SBAC scores and CA Dashboard Indicator	Pending	N/A
Math SBAC scores and CA Dashboard Indicator	Pending	N/A
All core materials in every classroom	Known	100%
Facility safety ratings of 100% on SARC	Known	100%
ELPAC Results	Pending	N/A
EL ELA SBAC CA Dashboard Indicator	Pending	N/A
Reading Inventory proficiency for EL students	Pending	N/A
EL Math SBAC CA Dashboard Indicator	Pending	N/A
Math Inventory of EL Students	Pending	N/A
Reclassification Rate for EL students	Pending	N/A
A-G Completion Rate	Known	56.80%
EAP Readiness in Math and ELA	Known	N/A
AP class percentage enrollment and pass rate percentage increases	Known	10.3% 54.5%

<b>Goal 2</b>		
<b>Metric</b>	<b>Status</b>	<b>Data</b>
Reading Inventory proficiency levels for all students	In Progress	44.1%
ELA SBAC scores and CA Dashboard Indicator	Pending	N/A
Math Inventory proficiency levels for all students	In Progress	22.5%
Math SBAC scores and CA Dashboard Indicator	Pending	N/A
<b>Goal 3</b>		
<b>Metric</b>	<b>Status</b>	<b>Data</b>
Suspension Rates	In Progress	1.25%
Expulsions	In Progress	1
California Healthy Kids Survey Results	Pending	N/A
Naviance usage	In Progress	85.6%
A-G Completion Rates	Known	56.8%
EAP Readiness in Math and ELA	Known	N/A
AP class enrollment and pass rate increases	Known	10.3% 54.5%

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 1. 21/22-2096 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$480,190.83, issued January 21, 2022, through February 4, 2022, and payments in the amount of \$6,110,975.77, issued January 27, 2022, through February 9, 2022.

#### Rationale:

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

#### Background:

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

#### Budget Implication (\$ Amount):

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

#### Legal References:

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

#### Additional Information:

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

## ATTACHMENTS

- [BA Item 2096\(b-e\) Purchase Order Rpt 2-23-22.pdf](#)

February 10, 2022

SUBMITTED FOR RATIFICATION: February 23, 2022

PRINTED: January 21, 2022 – February 4, 2022

Purchase Order: P22-0866 – P22-0910

Purchase orders printed out of sequence:

Change Orders: P22-0160, P22-0304, P22-0504, P22-0712

Purchase orders excluded from sequence: NONE

Fund Summary

General Fund (01)	\$	182,403.11
Adult Education Fund (11)		45,823.41
Cafeteria Fund (13)		251,580.39
Enterprise Fund (63)		<u>383.92</u>
Total.....	\$	<u>480,190.83</u>

RECOMMENDED: February 23, 2022





## Includes Purchase Orders dated 01/21/2022 - 02/04/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-0866	Megaphone Ink	0014	Student Supplies for all Sites	01-4390	202.86
P22-0867	Rancho Janitorial Supply	0050	Warehouse Inventory Hand Soap	01-9320	1,134.08
P22-0868	Jesus Garcia	0008	Ceramics Class - Equipment Repair	01-5630	383.80
P22-0869	Walmart Business/GECDRD	0006	Janitorial Supplies	01-4370	58.95
P22-0870	Monrovia H.S/ASB	0028	Patio Heaters & Propane	63-5610	383.92
P22-0871	AMAZON.COM	0014	AVID Secondary School Supplies	01-4310	1,120.75
P22-0872	HOME DEPOT	0005	3-Shelf Plastic Wheeled Service Cart	01-4370	259.94
P22-0873	GOPHER	0001	PE Equipment	01-4490	838.43
P22-0874	MONROVIA HIGH SCHOOL ASSOCIATE D STUDENT BODY	0052	Over1 Million Served Tshirts for FSD Employees	13-4390	765.00
P22-0875	AMAZON.COM	0004	table scissors for SELPA classroom	01-4390	89.16
P22-0876	ELSEVIER HEALTH SCIENCE	0010	MA Class Materials	11-4310	472.50
P22-0877	PEARSON EDUCATION - PRENTICE P RENTICE HALL SCHOOL DIV.	0010	ESL Classroom Materials	11-4310	10,963.91
P22-0878	Elite Software & Graphics LLC Madmen Marketing Consultants	0010	Advertising for Student Recruitment	11-5839	16,000.00
P22-0879	St. George's Medical Clinic	0010	Student TB Test	11-5890	75.00
P22-0880	BERNARD FOOD INDUSTRIES INC	0052	Canned Goods for use for student meals	13-4710	2,065.39
P22-0881	HOME DEPOT	0014	SWP3-Clifton Robotics Supplies	01-4310	507.01
P22-0882	AMAZON.COM	0014	SWP 2-MHS Robotics Supplies	01-4390	436.46
P22-0883	AMAZON.COM	0007	Instructional Material for PE Classes	01-4310	22.04
P22-0884	AMAZON.COM	0007	Instructional Supplies	01-4310	33.96
P22-0885	BERNIER REFRIGERATION	0052	Fridge/Freezer Combo for Mayflower Cafeteria	13-6590	80,617.50
P22-0886	BERNIER REFRIGERATION	0052	Walk in Freezer for Monrovia High Cafeteria	13-6490	168,132.50
P22-0887	AMAZON.COM	0007	Instructional Supplies	01-4310	463.36
P22-0888	Budget Blinds of Monrovia	0046	Open PO for Window Treatments District Wide-Safety	01-5630	2,500.00
P22-0889	Sharp Copier Seervices, Inc.	0003	Toner for Copier	01-4390	284.45
P22-0890	AMAZON.COM	0004	Floor Cord Protector	01-4390	145.20
P22-0891	S&S DISCOUNT SPORTS	0014	P. E. Supplies for Elementary Sites	01-4310	1,977.79
P22-0892	ORIENTAL TRADING CO., INC. RIC H HOUSLEY	0005	Instructional supplies	01-4310	99.47
P22-0893	CDW-G COMPUTER CTRS, INC.	0014	Printers for Clifton M.S.	01-4340	13,473.96
				01-4440	1,064.29
P22-0894	AMAZON.COM	0007	STEM Games for Students - Instructional	01-4310	175.86
P22-0895	AMAZON.COM	0005	Instructional supplies/awards	01-4310	85.26
P22-0896	Collaborative Classroom	0014	Intervention suppl. for Karen H Jarrett @Plymouth	01-4310	1,419.00

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

ESCAPE ONLINE

Page 1 of 3

**Includes Purchase Orders dated 01/21/2022 - 02/04/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P22-0897	Beach Cities Learning LLC	0015	Basic Education for Sp Ed Student	01-5110	78,421.00	
				01-5112	10,500.00	
				01-5150	7,420.00	
				01-5810	25,000.00	
P22-0898	Omni Psychology Inc.	0015	Counsel/Social Skills Training for Sp Ed Student	01-5850	6,975.00	
P22-0899	PESI REHAB	0015	Executive Function Mastery Course	01-5220	749.97	
P22-0900	JANI KING	0009	Open PO for Jani King cleaning Service	01-5810	17,000.00	
P22-0901	DON PUNGPRECHAWAT	0022	12/2021 Mileage for Don	01-5250	43.68	
P22-0902	U.S. POSTMASTER / POST-OFFICE	0040	Renewal of Postage Permit #35- 1st Class/Bulk Rate	01-5920	530.00	
P22-0903	CDW-G COMPUTER CTRS, INC.	0022	Repair broken RJ45 connectors	01-5630	2,191.22	
P22-0904	Collaborative Classroom	0002	Instructional Materials for Intervention	01-4310	443.44	
P22-0905	Marenem Inc.	0002	Instructional Supplies for Intervention	01-4310	247.72	
P22-0906	China Sprout	0007	Reading Books for Mandarin Classes	01-4210	502.52	
P22-0907	China Sprout	0007	Reading Books for Mandarin Classes	01-4210	945.17	
P22-0908	U.S. POSTMASTER / POST-OFFICE	0040	Postage to Mail MHS Report Cards	01-5920	732.18	
P22-0909	AMAZON.COM	0007	Reading Books for Mandarin Class	01-4210	128.00	
P22-0910	CIVIC PUBLICATIONS	0010	Spring 2022 Course Catalog - Adult Ed	11-5839	18,312.00	
<b>Total Number of POs</b>				<b>45</b>	<b>Total</b>	<b>476,393.70</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	35	178,605.98
11	Adult Education Fund	5	45,823.41
13	Cafeteria Fund	4	251,580.39
63	Enterprise Fund	1	383.92
		<b>Total</b>	<b>476,393.70</b>

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 01/21/2022 - 02/04/2022

**PO Changes**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0160	1,700.00	01-5890	General Fund/Other Services	700.00-
P22-0304	5,000.00	01-4310	General Fund/Materials and Supplies	2,000.00
P22-0504	1,026.25	01-5884	General Fund/Field Trip Expenses - Students	640.00-
P22-0704	148,935.09	01-4440	General Fund/Computers, Software & Related	636.71
P22-0712	710.88	01-4370	General Fund/Custodial/Operation Supplies	300.00-
<b>Total PO Changes</b>				<b>996.71</b>

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

ESCAPE ONLINE

**RATIFICATION OF WARRANTS  
RECOMMENDED FOR BOARD APPROVAL**

February 23, 2022

ACCOUNTS PAYABLE:

DATE ISSUED: January 27, 2022 through February 09, 2022

Batch Numbers:	0363-0370	\$881,261.82
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PAYROLL:

FOR THE MONTH OF: January, 2022

Certificated Salaries and Wages	\$ 2,629,200.43
Classified Salaries and Wages	\$ 1,130,974.42
CalSTRS and CalPERS Contributions	\$ 653,458.42
Health & Welfare Contributions	\$ 671,166.73
Employer Payroll Taxes	\$ 144,913.95
Total Salary and Benefit:	<u>\$ 5,229,713.95</u>

<b>TOTAL DISTRICT ACCOUNTS:</b>	<b><u><u>\$ 6,110,975.77</u></u></b>
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# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 2. 21/22-2097 - DISTRICT CASH RECEIPTS

#### RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 28 through No. 29, deposited February 4, 2022, through February 10, 2022, for a total amount of \$532,611.93.

#### 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 #28 through #xx are attached.

#### ATTACHMENTS

- [BA Item 2097\(b\) Deposit Rpt #28-29 2-23-22.pdf](#)

DEPOSIT REPORT

2/4/2022

DEP #28

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6010040	\$ (20.00)	Leases & Rentals/Adj
01.0-00000.0-00000-00000-8650-6020022	5,713.09	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	10,531.53	Other Local Income
01.0-00000.0-00000-82100-8650-6010040	2,037.50	Leases & Rentals/Labor
01.0-56400.0-00000-00000-8290-0000000	6,163.18	Medi-Cal
01.0-81500.0-00000-81103-4380-6040047	45.00	Abate/Reimb./Supplies/Maintenance
01.0-90109.0-11100-10031-4390-3060000	970.17	Abate/Reimb./Supplies/Clifton
01.0-90124.0-00000-00000-8699-2050000	3,293.00	Donations/Arts Program
01.0-90210.0-00000-00000-8650-2040000	10.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-3060000	62.40	Leases & Rentals
01.0-90210.0-00000-00000-8650-3070000	62.40	Leases & Rentals
01.0-90210.0-00000-00000-8650-4080000	44.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,607.20	Leases & Rentals
01.0-90303.0-00000-00000-8699-0000000	850.00	Materials Contribution/Transcripts/MHS
01.0-90304.0-00000-00000-8699-0000000	35,000.00	Materials Contribution/Testing/MHS
01.0-90305.0-00000-24202-8699-4080000	35.00	Materials Contribution/Library/MHS
01.0-90305.0-17039-10000-8699-4080000	620.00	Materials Contribution/Ceramics/MHS
01.0-90501.0-00000-00000-8689-0000000	14,282.87	Village Program/Parent Contributions
01.0-90801.0-00000-00000-8689-0000000	1,200.00	Pupil Transportation
Subtotal	<u>82,507.34</u>	General Fund
12.0-90503.0-00000-00000-8673-1650000	4,398.02	Tuition Based Preschool
12.0-90612.0-00000-00000-8699-0000000	4,000.00	Donations
Subtotal	<u>8,398.02</u>	Child Development Fund
13.0-53100.0-00000-37000-4710-6010052	84.98	Abate/Reimb./Food
13.0-53100.0-00000-37000-8634-0000000	644.00	Food Service Sales
Subtotal	<u>728.98</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	49,628.48	Developer Fees
Subtotal	<u>49,628.48</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9563-0000000	91.29	Voluntary Deductions
76.0-00000.0-00000-00000-9570-0000000	6,549.12	Retirees Health Insurance
Subtotal	<u>6,640.41</u>	Payroll Clearance Fund
Total	<u>\$ 147,903.23</u>	

DEPOSIT REPORT

2/10/2022

DEP #29

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	264,465.66	Federal Reimb.SNP
13.0-53201.0-00000-37000-8220-0000000	<u>120,243.04</u>	Federal Reimb.CACFP
Total	<u>\$ 384,708.70</u>	Food Services Fund



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 3. 21/22-2098 - 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 2098\(b\) Budgetary Transfers 2-23-22.pdf](#)

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

Board Report:  
Budget Revision

Board Meeting Date:  
2/23/2022

**GENERAL FUND #01.0**

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED FEDERAL RESOURCES</b>			
<b># 30100.0 - TITLE I</b>			
<b>DISTRICTWIDE</b>			
Certificated Salaries	\$10.00		
Classified Salaries	(\$862.00)		
Employees' Benefits	\$1,569.00		
Services/Other Operations	(\$117,954.00)		
Other Outgo	<u>(\$10,420.00)</u>	(\$127,657.00)	Budget Allocation
<b>SITES</b>			
Certificated Salaries	\$692.00		
Classified Salaries	(\$4,212.00)		
Employees' Benefits	(\$1,942.00)		
Books and Supplies	\$5,234.00		
Services/Other Operations	<u>(\$43,664.00)</u>	<u>(\$43,892.00)</u>	Budget Allocation
<b># 30100.0 - TITLE I</b>			
<b>DISTRICTWIDE</b>			
Services/Other Operations	\$13,384.00	\$13,384.00	FY 20-21 Carryover
<b>SITES</b>			
Certificated Salaries	\$10,300.00		
Books and Supplies	\$100,825.00		
Services/Other Operations	<u>\$88,875.00</u>	<u>\$200,000.00</u>	FY 20-21 Carryover
<b># 42030.0 - TITLE III LEP</b>			
Certificated Salaries	\$784.00		
Employees' Benefits	(\$74.00)		
Books and Supplies	(\$22,358.00)		
Services/Other Operations	\$20,790.00		
Other Outgo	<u>\$3,000.00</u>	\$2,142.00	Budget Allocation
<b># 40350.0 - TITLE II - TEACHER QUALITY</b>			
Certificated Salaries	\$2,931.00		
Classified Salaries	(\$432.00)		
Books and Supplies	(\$1,115.00)		
Services/Other Operations	<u>(\$1,988.00)</u>	<u>(\$604.00)</u>	Budget Allocation
<b># 41270.0 - TITLE IV, PART A</b>			
Services/Other Operations	\$51,420.00	\$51,420.00	FY 20-21 Carryover
Books and Supplies	<u>(\$99,341.00)</u>	<u>(\$99,341.00)</u>	Budget Allocation
Total Restricted Federal Resources	<u>(\$4,548.00)</u>	<u>(\$4,548.00)</u>	
<b>TOTAL BUDGET REVISION</b>	<u><u>(\$4,548.00)</u></u>	<u><u>(\$4,548.00)</u></u>	

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 4. 21/22-2099 - CUMULATIVE OBJECT SUMMARY REPORTS

#### RECOMMENDATION

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

#### Rationale:

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

#### Additional Information:

The January 2022 Cumulative Object Summary Report is attached.

## ATTACHMENTS

- [BA Item 2099\(b\) Cumulative Object Summary Rpt - January 2022.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	20,034,982.00	11,012,166.74	0.00	0.00	9,022,815.26	45.04
<i>Totals for Major Object 2000 - 2999</i>		6,271,990.00	6,303,044.00	3,004,150.75	0.00	0.00	3,298,893.25	52.34
<i>Totals for Major Object 3000 - 3999</i>		11,039,501.00	10,633,572.00	5,450,928.24	0.00	0.00	5,182,643.76	48.74
<i>Totals for Major Object 4000 - 4999</i>		388,116.00	394,059.00	239,909.30	51,650.19	0.00	102,499.51	26.01
<i>Totals for Major Object 5000 - 5999</i>		3,414,596.00	3,398,747.00	2,092,138.92	354,354.72	0.00	952,253.36	28.02
<i>Totals for Major Object 6000 - 6599</i>		0.00	8,088.00	8,087.51	0.00	0.00	0.49	0.01
<i>Totals for Major Object 7100 - 7299</i>		68,830.00	68,830.00	60,712.00	0.00	0.00	8,118.00	11.79
<i>Totals for Major Object 7300 - 7399</i>		-1,334,627.00	-1,405,560.00	-203,042.74	0.00	0.00	-1,202,517.26	85.55
<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	39,509,232.00	21,702,893.72	406,004.91	0.00	17,400,333.37	44.04

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	5,641,062.00	3,292,922.58	0.00	0.00	2,348,139.42	41.63
<i>Totals for Major Object 2000 - 2999</i>		3,846,717.00	3,940,745.00	1,912,779.87	0.00	0.00	2,027,965.13	51.46
<i>Totals for Major Object 3000 - 3999</i>		7,885,622.00	7,845,246.00	2,051,043.67	0.00	0.00	5,794,202.33	73.86
<i>Totals for Major Object 4000 - 4999</i>		1,131,687.00	2,007,553.00	1,749,768.50	193,456.90	0.00	64,327.60	3.20
<i>Totals for Major Object 5000 - 5999</i>		2,760,754.00	3,907,181.00	2,776,869.82	1,537,661.61	0.00	-407,350.43	-10.43
<i>Totals for Major Object 6000 - 6599</i>		0.00	66,466.00	75,288.82	0.00	0.00	-8,822.82	-13.27
<i>Totals for Major Object 7100 - 7299</i>		666,621.00	666,621.00	2,357.50	0.00	0.00	664,263.50	99.65
<i>Totals for Major Object 7300 - 7399</i>		1,061,166.00	1,076,166.00	164,960.98	0.00	0.00	911,205.02	84.67
<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	25,285,176.00	12,025,991.74	1,731,118.51	0.00	11,528,065.75	45.59

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/14/2022
Fiscal Year :	2022	Fund :01.0 - General Fund	Run Time	8:40:05 AM
To Period :	7	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>	<b>62,529,304.00</b>	<b>64,794,408.00</b>	<b>33,728,885.46</b>	<b>2,137,123.42</b>	<b>0.00</b>	<b>28,928,399.12</b>	<b>44.65</b>



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	2,593,816.00	928,406.93	0.00	0.00	1,665,409.07	64.21
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	449,885.00	454,428.00	249,760.17	0.00	0.00	204,667.83	45.04
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	1,050,328.00	1,037,885.00	380,606.48	0.00	0.00	657,278.52	63.33
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	567,571.00	1,266,326.00	234,923.84	11,065.92	0.00	1,020,336.24	80.57
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	1,912,904.00	1,463,631.00	429,540.83	94,136.31	0.00	939,953.86	64.22
<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	6,816,086.00	2,235,263.81	105,202.23	0.00	4,475,619.96	65.66

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/14/2022
Fiscal Year :	2022	Fund :01.4 - S & C	Run Time	8:40:05 AM
To Period :	7	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 &amp; C</i>	6,398,885.00	6,816,086.00	2,235,263.81	105,202.23	0.00	4,475,619.96	65.66

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

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/14/2022
Fiscal Year :	2022	Fund :01.6 - S & C - Carryover	Run Time	8:40:05 AM
To Period :	7	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

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

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/14/2022
Fiscal Year :	2022	Fund :01.6 - S & C - Carryover	Run Time	8:40:05 AM
To Period :	7	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>	<b>68,928,189.00</b>	<b>73,489,835.00</b>	<b>35,964,149.27</b>	<b>2,242,325.65</b>	<b>0.00</b>	<b>35,283,360.08</b>	<b>48.01</b>

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 5. 21/22-2100 - ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2022-08.

#### 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 #2022-08-02-23-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
 Acceptance of Gifts Report No. 2022-08  
 Board Meeting 20220223

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Upper San Gabriel Valley Municipal Water District	\$800.00	To benefit students at Wild Rose School of Creative Arts	Paige Ramos, Principal Wild Rose School of Creative Arts	D02223029	Increases site donation account
2	Check	Virginia Rini	\$20.00	To benefit the staff at Canyon Early Learning Center	Tom McFadden, Director Canyon Early Learning Center	D02223030	Increases site donation account
3	Check	Monrovia Derby, LLC	\$17,000.00	To benefit the STEM Program at Monrovia High School	Flint Fertig, Interim Principal Monrovia High School	D02223031	Increases site donation account
4							
5							
6							
7							
8							
9							
10							



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 6. 21/22-2101- PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #12 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 #12 - 022322.pdf](#)

Name/ Company	Services	Amount	Site	Effective Dates	Funding
Richard Beal	Backstage Theatre Technician	NTE \$1,200.00	Performing Arts	01/01/22 – 06/30/22	Taylor Performing Arts Rentals
Nathan Lujan	Backstage Theatre Technician	NTE \$1,200.00	Performing Arts	01/01/22 – 06/30/22	Taylor Performing Arts Rentals
Raul Martinez	Backstage Theatre Technician	NTE \$1,500.00	Performing Arts	01/01/22 – 06/30/22	Taylor Performing Arts Rentals

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 7. 21/22-3069 - PERSONNEL ASSIGNMENTS

#### RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #13.

#### 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

- [2022-02-23 Personnel Report 13.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #13

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

**A. Employments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	John	Cabrera	Daily Substitute	Employ, as needed	2/4/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
2 #	Jacob	Glass	Daily Substitute	Employ, as needed	2/3/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
3 #	Phylcia	Goslee	Hourly Teacher	Home/Hospital	2/3/22-6/30/22	District		C-65000.0	004106	\$32.00/hr	100%
4 #	John	Guerrero	Daily Substitute	Employ, as needed	2/4/22-6/8/22	District		G-00000.0	000003	\$190/day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
5 #	Lisa	Dols	Teacher	Tutoring (Correction to end date approved 1/12/22)	10/18/21-6/8/22	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
6 #	Jennifer	Mata	Teacher	Tutoring (Correction to end date approved 1/12/22)	10/18/21-6/8/22	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
7 #	Traci	Robinson	Teacher	Tutoring (Correction to end date approved 1/12/22)	10/18/21-6/8/22	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
8 #	Tamara	Sharova	Teacher	Tutoring (Correction to end date approved 1/12/22)	10/18/21-6/8/22	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
9 #	Shannon	Varner	Teacher	Tutoring (Correction to end date approved 1/12/22)	10/18/21-6/8/22	Plymouth	NTE 1 hr/day	C-30100.0	001519	\$32.00/hr	100%
10 #	Shannon	Waddell	Teacher	Home/Hospital	1/20/22-6/30/22	District	As needed	C-65000.0	003905	\$32.00/hr	100%

**C. Leaves of Absences**

	First Name	Last Name	Classification	Action	Effective	Site
11 #	Steven	Richardson	Teacher	Unpaid Leave of Absence	2/2/22	Santa Fe

**D. Terminations**

	First Name	Last Name	Classification	Action	Effective	Site
12	Karen (Sue)	Kaiser	Assistant Supt - Educational Services	Retirement	7/1/22	Educ Services

**E. Other**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
	None.										

**E. Other - Volunteers**

	First Name	Last Name	Classification	Action	Effective	Site
13 #	Tim	Aan't Goor	Volunteer I	Approve	1/31/22-6/30/22	MO
14 #	Alejandra	Alvarez	Volunteer I	Approve	1/13/22-6/30/22	MA
15 #	Mahalah	Bernstein	Volunteer I	Approve	1/13/22-6/30/22	CELC
16 #	Franci	Bolen	Volunteer I	Approve	2/2/22-6/30/22	PL
17 #	Vanessa	Cardenas	Volunteer II	Approve	1/31/22-6/30/22	MHS
18 #	Judith	Cervantes	Volunteer I	Approve	1/24/22-6/30/22	MHS
19 #	Armando	D'Angelo	Volunteer I	Approve	1/25/22-6/30/22	PL,SF
20 #	Sandy	De Surra	Volunteer I	Approve	1/27/22-6/30/22	WR
21 #	Eleonor	El Ahmadi	Volunteer I	Approve	2/8/22-6/30/22	PL
22 #	Susana	Flores	Volunteer I	Approve	1/26/22-6/30/22	MO.MHS
23 #	Phyllis	Frasher	Volunteer I	Approve	1/27/22-6/30/22	PL,SF
24 #	Orielle	Green	Volunteer I	Approve	2/8/22-6/30/22	PL
25 #	Alison	Kizu-Blair	Volunteer I	Approve	1/27/22-6/30/22	PL
26 #	Linghchih	Ko	Volunteer I	Approve	1/28/22-6/30/22	PL
27 #	Amy	Lai	Volunteer I	Approve	1/13/22-6/30/22	CELC
28 #	Sandra	Liu	Volunteer I	Approve	1/26/22-6/30/22	SF
29 #	Sophia	Lopez	Volunteer I	Approve	1/27/22-6/30/22	PL
30 #	Faith	Mellinger	Volunteer I	Approve	2/2/22-6/30/22	MA,CL,MHS
31 #	Jo Ann	Mo	Volunteer I	Approve	1/24/22-6/30/22	PI
32 #	Yuka	Shoda	Volunteer I	Approve	1/25/22-6/30/22	MO

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #13

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	# Matthew	McGraw	Custodian	District Office	Employ	\$2506.39/mo	21-H	1	6.5 hr./d.; 12 mo./yr.	2/8/2022	000259	G 00000.0 C 81500.0	85% 15%
2	# Christina	Monarrez	Instructional Aide - Kindergarten	Bradoaks	Employ	\$15.27/hr.	15	1	3 hr./d.; 9 mo./yr.	2/3/2022	002829	G 00000.0 C 30100.0	100% 80%
3	# Katherine	Wilson	Instructional Aide - Kindergarten	Bradoaks	Employ	\$15.27/hr.	15	1	3 hr./d.; 9 mo./yr.	2/1/2022	001973	G 00000.0	20%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
4	Alicia	Acuna	Campus Assistant Extra Hours	Bradoaks	Employ: Interpreter for Parent- Teacher Conferences.	\$15.00/hr.	4	1	NTE: 15 hours total.	3/7/22-3/14/22	003808	C 07102.0	100%
5	# Jazmin	Bugarin	Substitute After School Site Manager	VESP	Employ: To substitute as needed during the 2021-22 school year.	\$18.64/hr.	21	2	Hourly, as needed.	1/27/22-6/8/22	002653	C 90501.0	100%
6	# Nicholas	Caldera	Substitute Instructional Assistant Special Education	A.T.P.	Employ: To substitute as needed during the 2021-22 school year.	\$20.56/hr.	21	4	Hourly, as needed.	1/10/22-6/8/22	002981	C 65000.0	100%
7	# Lisa	Carrier	ASB Clerk Extra Hours	MHS	Employ: ASB Workshop	\$21.10/hr.	24	3	NTE: 3.5 hours total	1/24/2022	004041	C 74250.0	100%
8	# Angelo	Collado	Theater Operations Specialist Extra Hours	MHS	Employ: Support for ASB Workshop.	\$29.08/hr.	33	5	NTE: 5 hours total.	1/24/2022	004041	C 74250.0	100%
9	# Esmeralda	Corrales	Food Service Worker Extra Hours	Clifton	Employ: Extra hours as needed during the 2021-22 school year.	\$19.63/hr.	5-G	6	NTE: 4.5 hours per day.	2/1/22-6/8/22	000046	C 53100.0	100%
10	# Javier	De La O Lainez	Data Support Specialist Extra Hours	Technology	Employ: Technology support for Board meeting.	\$35.42/hr.	45	3	NTE: 4.5 hours total.	1/12/2022	003376	C 07303.0	100%
11	# Robert	DeBetta	AVID Tutor	District-wide	Employ: 2021-22 AVID Tutor Program.	\$15.00/hr.	Flat	Rate	NTE: 5 hours per day.	1/17/22-6/9/22	004082	C 74250.0	100%
12	# Alondra	Gamez	After School Activity Leader Extra Hours	Clifton	Employ: Training and planning for Arts Attack curriculum.	\$16.87/hr.	15	3	NTE: 6 hours total.	2/1/22-6/8/22	003991	C 60100.0	100%
13	# Isaiah	Gutierrez	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total	1/31/22-6/30/22	002441	C 34100.0	100%
14	# Isaiah	Gutierrez	Student Worker	MHS	Employ: Workability!	\$15.00/hr.	Flat	Rate	NTE: 50 hours total	1/31/22-5/31/22	002431	C 65200.0	100%

**B. Supplemental Hours/Special Assignments (continued)**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
15	# Jesus	Jara	School/Community Liaison Extra Hours	Bradoaks	Employ: To assist with families and students in the Science Maker Space.	\$16.84/hr.	19	1	NTE: 3 hours per day.	1/1/22-6/9/22	003765	C 30100.0	100%
16	# Jesus	Jara	Substitute Instructional Aide - Kindergarten	Bradoaks	Employ: To substitute as needed during the 2021-22 school year.	\$16.07/hr.	15	2	Hourly, as needed.	1/21/22-6/6/22	002808	C 30100.0	100%
17	# Nancy	Kemp	Instructional Assistant Extra Hours	Santa Fe	Employ: ASB Workshop	\$22.73/hr.	21	6	NTE: 3.5 hours total	1/24/2022	004041	C 74250.0	100%
18	# Simone	Lefebvre	Instructional Assistant - Special Education Extra Hours	A.T.P.	Employ: CPI training.	\$22.73/hr.	21	6	NTE: 6 hours total.	1/24/2022	003259	C 65000.0	100%
19	# Jia Feng	Li	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total	1/31/22-6/30/22	002441	C 34100.0	100%
20	# Jia Feng	Li	Student Worker	MHS	Employ: Workability!	\$15.00/hr.	Flat	Rate	NTE: 50 hours total	1/31/22-5/31/22	002431	C 65200.0	100%
21	# Damian	Marrero	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total	1/31/22-6/30/22	002441	C 34100.0	100%
22	# An	Nguyen	AVID Tutor	District-wide	Employ: 2021-22 AVID Tutor Program.	\$15.00/hr.	Flat	Rate	NTE: 5 hours per day.	1/24/22-6/9/22	004082	C 74250.0	100%
23	# Jasmine	Reza	Instructional Assistant - Behavior 1:1 Extra Hours	A.T.P.	Employ: CPI training.	\$17.27/hr.	20	1	NTE: 6 hours total.	1/24/2022	003934	C 65000.0	100%
24	# Kit	Ross	Instructional Assistant - Special Education Extra Hours	A.T.P.	Employ: CPI training.	\$22.73/hr.	21	6	NTE: 6 hours total.	1/24/2022	003259	C 65000.0	100%
25	# Maria	Sandoval	School Office Manager Extra Hours	Santa Fe	Employ: ASB Workshop	\$25.69/hr.	26	6	NTE: 3.5 hours total	1/24/2022	004041	C 74250.0	100%
26	# Spenser	Santos	Instructional Assistant - Behavior 1:1 Extra Hours	A.T.P.	Employ: CPI training.	\$22.17/hr.	20	6	NTE: 6 hours total.	1/24/2022	003934	C 65000.0	100%
27	# Jose	Simuta	School Office Manager Extra Hours	Clifton	Employ: ASB Workshop	\$24.46/hr.	26	5	NTE: 3.5 hours total	1/24/2022	004041	C 74250.0	100%

**C. Leaves of Absence**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
28	# Rosalva	Alvarez C	Food Service Manager	Bradoaks	Approve: California Family Rights Act (CFRA)	\$4232.52/mo	13-G	6	8 hr./d.; 9 mo./yr.	1/17/22-4/25/22	003603	C 53100.0	100%
29	# Victoria	Goodwin	After School Site Manager	VESP	Approve: California Family Rights Act (CFRA)	\$3937.23/mo	21	6	8 hr./d.; 9 mo./yr.	2/1/22-2/22/22	000398	C 60100.0	100%

**D. Resignations**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
30	# Lisa	Carrier	ASB Clerk	MHS	Voluntary resignation.	\$3840.90/mo	24	4	8 hr./d.; 10.5 mo./yr.	2/4/2022	000456	G 00000.0	100%
31	# Leslie	Chavez	Instructional Aide - Special Education	Mayflower	Voluntary resignation.	\$2247.72/mo	17	3	5.85 hr./d.; 9 mo./yr.	1/25/2022	000507	C 33100.0	100%
32	# Arianna	Hernandez	After School Activity Leader	VESP	Voluntary resignation.	\$19.58/hr.	15	6	3.75 hr./d.; 9 mo./yr.	1/13/2022	000308	C 60100.0	100%
33	# Darwin	Jackson	Assistant Superintendent of Human Resources	Human Resources	Voluntary resignation.	\$14466.17/mo	2-M	5	8 hr./d.; 12 mo./yr.	2/11/2022	002721	G 00000.0 G 00000.0	50% 50%

**E. Changes of Status**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
34	# Richard	Bernal	Instructional Aide - Special Education	Clifton	Transfer from MHS, based on student need.	\$2896.84/mo	17	6	6.5 hr./d.; 9 mo./yr.	1/3/2022	003413	C 65000.0	100%
35	# Esmeralda	Corrales	Food Service Worker	Clifton	Transfer from MHS, based on site need.	\$19.63/hr.	5-G	6	3.5 hr./d.; 9 mo./yr.	2/1/2022	000440	C 53100.0	100%
36	# Angelica	Flores	Instructional Aide - Special Education	Santa Fe	Transfer from Clifton, based on student need.	\$2896.84/mo	17	6	6.5 hr./d.; 9 mo./yr.	1/26/2022	003410	C 33100.0	100%
37	# Lissette	Rodriguez	Instructional Assistant - Behavior 1:1	Mayflower	Promotion; transfer from Bradoaks.	\$2686.39/mo	20	5	5.88 hr./d.; 9 mo./yr.	2/2/2022	003673	C 65000.0	100%

**F. Other**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
38	# Robert	Alexander	Walk-on Coach	MHS	Approve stipend - Varsity Boys Basketball Assistant Coach.	\$1,127.00 stipend paid over 2 months.	1/12/22-2/28/22	000206	C 00701.0	100%
39	# Jennifer	Esparza	Walk-on Coach	MHS	Approve stipend - Varsity Girls Basketball Assistant Coach.	\$2,438.00 stipend paid over 2 months.	1/25/22-2/28/22	000206	C 00701.0	100%
40	# Marvin	Fong	Walk-on Coach	MHS	Approve stipend - Varsity Boys Volleyball Head Coach.	\$2,548.00 stipend paid over 5 months.	1/1/22-5/31/22	000206	C 00701.0	100%
41	# Elijah	Jacquet	Walk-on Coach	MHS	Approve stipend - JV Boys Volleyball Head Coach.	\$1,329.00 stipend paid over 5 months.	1/1/22-5/31/22	000206	C 00701.0	100%
42	# Michael	Knowles	Walk-on Coach	MHS	Approve stipend - Varsity Track Head Coach.	\$3,500.00 stipend paid over 6 months.	1/1/22-6/30/22	000206	C 00701.0	100%
43	# Michael	Minter	Walk-on Coach	MHS	Approve stipend - Varsity Golf Head Coach.	\$2,548.00 stipend paid over 5 months.	1/1/22-5/31/22	000206	C 00701.0	100%
44	# Jorge	Oseguera	Walk-on Coach	MHS	Approve stipend - Varsity Softball Assistant Coach.	\$1,219.00 stipend paid over 6 months.	11/1/21-4/30/22	000206	C 00701.0	100%



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 8. 21/22-3070 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

#### RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #9.

#### Rationale:

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

#### ATTACHMENTS

- [02232021TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report #9

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

2022 Capitol City Conference  
Sacramento, CA  
March 8-12, 2022  
Estimated Cost: \$1546.140  
Acct: 01.0-00000.0-00000-71500-520-6010016  
(Registration: \$525.00 Lodging: \$595.59; Meals: \$258.75; Airfare: \$166.80;  
Rental: \$220.00 22; Hotel Parking: \$40.00)

Gustavo Olguin, Public Information Officer.

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

GROUP C (Within budget of Federal/Special programs)

California League of Schools Conference  
Monterey, CA  
March 3-5, 2022  
Estimated Cost: \$1429.00  
Acct: 01.4-07102.0-00000.21500.5220-6000600  
(Registration: \$379.00 Lodging: \$550.00; Meals: \$150.00; Mileage: \$90.00;  
Rental: \$220.00 22; Hotel Parking: \$40.00)

Scott Moses, Principal, Clifton Middle School.  
Gina Ayala, Teacher, Clifton Middle School.

GROUP D (No cost to District)  
None

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 1. 21/22-1082 - PURCHASE OF MAXSCHOLAR TEACHER PROFESSIONAL DEVELOPMENT TRAINING AND MATERIALS FOR BRADOAKS ELEMENTARY SCIENCE ACADEMY

#### RECOMMENDATION

The Board of Education is requested to approve the proposal from MaxScholar for the purchase of Orton-Gillingham Training and teacher materials for reading intervention at Bradoaks Elementary Science Academy.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_  
Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

#### Rationale:

Bradoaks Elementary Science Academy will send four (4) teachers to the Orton-Gillingham training: two general education teachers (interventionist and first grade) and two special education teachers (SDC 3-5 teacher and RSP teacher). Teachers who will be trained will be able to teach students with dyslexia and would meet many needs. The training would strengthen the intervention program at Bradoaks Elementary Science Academy and continue the efforts in building the foundational skill in reading. The training requires teachers to attend a full-day of training (Saturday, April 9) and complete four online modules.

#### Background:

The Orton-Gillingham training uses a multisensory approach that is intended primarily for use with individuals who have difficulty with reading, spelling, and writing associated with dyslexia. Participants will be provided with a strong understanding of the science of reading while combining it with a multisensory approach. The Orton-Gillingham Approach always focuses on the learning needs of the individual student. Orton-Gillingham (OG) practitioners design lessons and materials to work with students at their level by pacing instruction and introducing new materials to their individual strengths and weaknesses. Students with dyslexia require more assistance in sorting, recognizing, and organizing the raw materials of language for thinking and use. Language elements that non-dyslexic learners acquire easily must be taught directly and systematically. The course will cover: - Phonological, morphological, syntactic, and semantic aspects of language; - Multisensory strategies for reading, writing, and spelling; - Syllable types and spelling rules; - Strategies for teaching fluency, vocabulary, and reading comprehension; - Guidelines for the development of lesson plans

#### Budget Implication (\$ Amount):

The total cost of this training, including materials, is \$4,636 and will be paid from the Expanded Learning Opportunities Grant. Additionally, this is a one-time purchase and

does not require future renewal.

**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 cost proposal is attached.

**ATTACHMENTS**

- [MaxScholar-OG Proposal - Bradoaks - 20220223.pdf](#)

# MAXSCHOLAR

reading intervention programs  
an explicit, systematic, & multi-sensory approach

2800 Island Boulevard, Suite 2501  
Aventura, FL 33160  
phone: (800) 845-5640  
email: [info@maxscholar.com](mailto:info@maxscholar.com)  
web: [www.maxscholar.com](http://www.maxscholar.com)  
FAMIS: MAX702326

# Proposal

Bill To

Bradoaks Elementary Science Academy  
930 E Lemon Avenue  
Monrovia, California 91016

~ MaxScholar Orton-Gillingham Multi-Sensory Phonics Software  
~ MaxScholar Reading Comprehension Software  
~ Orton-Gillingham Multi-Sensory Workbooks

Proposal Date	Proposal #	P.O. Number
2/8/2022	20172929	

Quantity	Description	Date	Price Each	Amount
4	Orton-Gillingham Training per teacher (includes software license for 1 teacher and 1 student)		895.00	3,580.00
4	Teacher kit contains: -Teacher's Manual OG Phonics -Student workbook: OG Phonics -Teacher's Manual Blends -Student workbook: OG Blends -Teacher's Manual Digraphs -Student workbook: OG Digraphs -Teacher's Manual: CLOVER -Student workbook: CLOVER -OG Cards -OG Alpha Chips		240.00	960.00
	Shipping (10% of materials total)		96.00	96.00
			<b>Total</b>	<b>\$4,636.00</b>

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 2. 21/22-1083 - PERSONAL SERVICE AGREEMENT WITH NJA THERAPY SERVICES, INC.

#### RECOMMENDATION

The Board of Education is requested to approve a Personal Service Agreement with NJA Therapy Services, Inc., as detailed in Personal Service Agreement Report #8, beginning February 23, 2022, through June 30, 2022.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond \_\_\_\_, Board Member Anderson\_\_\_\_,

Board Member Gholar \_\_\_\_\_, Board President Lockerbie \_\_\_\_\_

#### Rationale:

NJA Therapy Services, Inc. will provide an Occupational Therapist to provide in-home services to a Special Education student, conduct observations, screenings, and assessments, write reports, participate in Individualized Education Plan (IEP) meetings, and all other duties of an Occupational Therapist. NJA Therapy Services, Inc., can also conduct occupational therapy, speech and language, physical therapy, assistive technology, and sensory integration and praxis evaluations, as well as speech therapy, physical therapy, occupational therapy, LVN, and education specialist services as needed.

#### Background:

The District's current occupational therapy provider is no longer able to provide services. SPED has reached out to our current non-public agency providers, and they are unable to provide the in-home services necessary to fulfill the terms of the agreement. NJA Therapy Services, Inc. is able to provide both the occupational therapy and in-home services necessary.

#### Budget Implication (\$ Amount):

The total estimated cost of this Individual Service Agreement is \$7,500.00.

#### Legal References:

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

#### Additional Information:

See Personal Service Agreement Report #8.

## ATTACHMENTS

- [PSA - Report 8.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT  
Personal Service Agreements 2021-22**

Name/Company	Services	Effective Dates	Site	Amount	Funding Source
<b>NJA Therapy Services, Inc.</b>	Occupational Therapy/Speech Language Evaluation	2/23/2022	Special Education	\$1,500.00/evaluation	SPED Funds
	Physical Therapy Evaluation			\$1,000.00/evaluation	
	Assistive Technology Evaluation			\$800.00/evaluation	
	Sensory Integration and Praxis Test Evaluation			\$1,800.00/evaluation	
	LVN Service/Education Specialist			\$150.00/hour	
	Speech therapy (in person/virtual)			\$150.00/hour	
	Occupational Therapy/Physical Therapy			\$150.00/hour	
	IEP Attendance			\$95.00/hour	



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 3. 21/22-2102 - RESOLUTION PROCLAIMING MARCH 7 - 11, 2022, AS "NATIONAL SCHOOL BREAKFAST WEEK"

## RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2122-17, proclaiming the week of March 7-11, 2022, as "*National School Breakfast Week*," and declaring that breakfast served during National School Breakfast Week will continue to be offered free to all Monrovia Unified School District students and neighboring community children through the Seamless Summer Option meal program.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_  
Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

## Rationale:

The food-service professionals of Monrovia Unified School District are greatly appreciated for their dedication and strong work ethic to making breakfast for Monrovia students not only nutritious, but also ensures students' academic success during the school day, so they can reach their goals. With the adoption of this resolution, the Board of Education declares support of food-service professionals and their hard work to provide students with high-quality, nutritional breakfasts, and nutrition education.

## Background:

Breakfast participation has soared among MUSD students in the last decade; from 233,570 in the 2010-2011 school year, to 306,256 breakfasts during the 2020-2021 school year. During National School Breakfast Week, students will enjoy traditionally served morning breakfast as well as an additional breakfast opportunity at recess/break through our "Second Change Breakfast." All grade levels have been exposed to our delicious breakfast selections through our "Breakfast for Lunch" menu offerings.

## Additional Information:

A copy of the resolution is attached.

## ATTACHMENTS

- [BA Item 2102\(b\) #2122-17 National School Breakfast Week 2-23-22.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2122-17**

**PROCLAIMING MARCH 7 – 11, 2022  
AS “NATIONAL SCHOOL BREAKFAST WEEK”**

**WHEREAS**, for over 47 years the School Breakfast Program has contributed to the health and educational development of our Nation’s children by making nutritious morning meals available in schools; and

**WHEREAS**, recent studies indicate that students who eat breakfast have improved math grades and reading scores, increased attention, reduced absence and tardy rates, and improved psycho-social behaviors; and

**WHEREAS**, a school breakfast is often the only morning meal available to many children and, therefore, represents a vital part of the initiative to improve the education skills of young children and prepare them for life; and

**WHEREAS**, eating a nutritious breakfast can help kids maintain a healthy weight. In today’s climate of heightened awareness around childhood obesity, this is a great benefit to offer at school; and

**WHEREAS**, Monrovia Unified School District served 306,256 breakfasts in the 2020-21 school year.

**NOW, THEREFORE, BE IT RESOLVED** that the Monrovia Unified School District expresses appreciation for the hard work and dedication of school food service professionals who make the School Breakfast Program work in over 95 thousand schools and residential child care institutions nationwide, **and particularly recognizes the dedication of the food service workers of Monrovia Unified School District who make the morning meal for children not only nutritious but; in keeping with the National School Breakfast Week (NSBW) theme will also help ensure students’ academic success in school so they can “take off” and reach their goals.**

**BE IT FURTHER RESOLVED** that the Monrovia Unified School District Board of Education, does hereby proclaim the **week of March 7 – 11, 2022, as "National School Breakfast Week"**, and supports its schools in the work they do to provide students with high-quality nutritional breakfast along with nutrition education and information.

**ADOPTED** this 23<sup>rd</sup> day of February 2022.

AYES:

NOES:

ABSENT:

Attest:

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Selene Lockerbie, President of the Board

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Ryan D. Smith, Superintendent &  
Secretary of the Board

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 4. 21/22-2103 - SOFTWARE SUBSCRIPTION WITH DAVIS DEMOGRAPHICS

#### RECOMMENDATION

The Board of Education is requested to approve an agreement with Davis Demographics for school site locator software.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_  
Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member  
Anderson\_\_\_\_  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_\_

#### Rationale:

The District has obtained a quote for interactive software that interfaces with our current AERIES student database. Davis Demographics provides school site locator software that will automatically update and interface with AERIES to update street and address directories. The link will then be placed on the District's website and a family can enter their address and their home school will automatically populate.

#### Background:

Currently, there is a need to clarify school district boundaries and school pathways for families. When families are attempting to find their home school, or enroll via the District website, the process can be cumbersome. The District has old PDF maps that are not interactive and it is difficult for families to locate their home school by street address.

#### Budget Implication (\$ Amount):

The total cost for an annual subscription is \$2,900 and will be paid through General Fund.

#### Legal References:

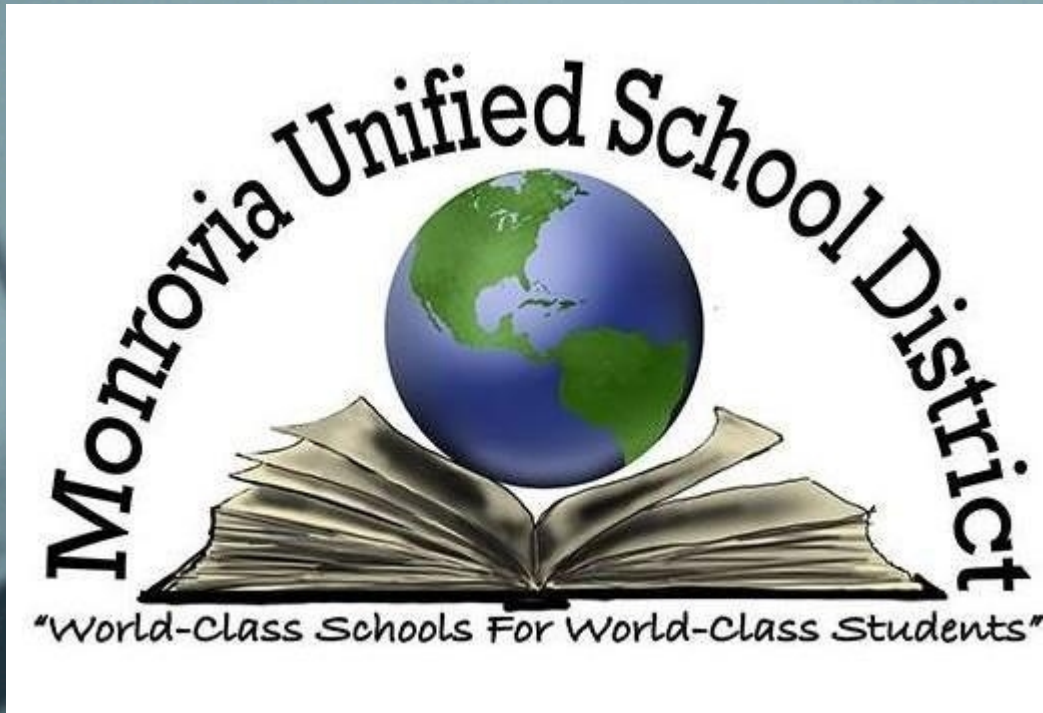
Education Code 17604 which requires that all contracts be approved by the Governing Board.

#### Additional Information:

A copy of the software agreement is attached.

#### ATTACHMENTS

- [BA Item 2103\(b\) Software Agreement with Davis Demographics 2-23-22.pdf](#)



# Price Quote SchoolSite Locator & Aeries Address Directory

Submitted by





Dr. Ryan Smith  
 Superintendent  
 Monrovia Unified School District  
 325 E Huntington Dr.  
 Monrovia, CA. 91016



## Price Quote- Aeries Street Updates & SchoolSite Locator-Set Up

Address Directory for updating Aeries Street Table- \$1,600

SchoolSite Locator- \$1,300

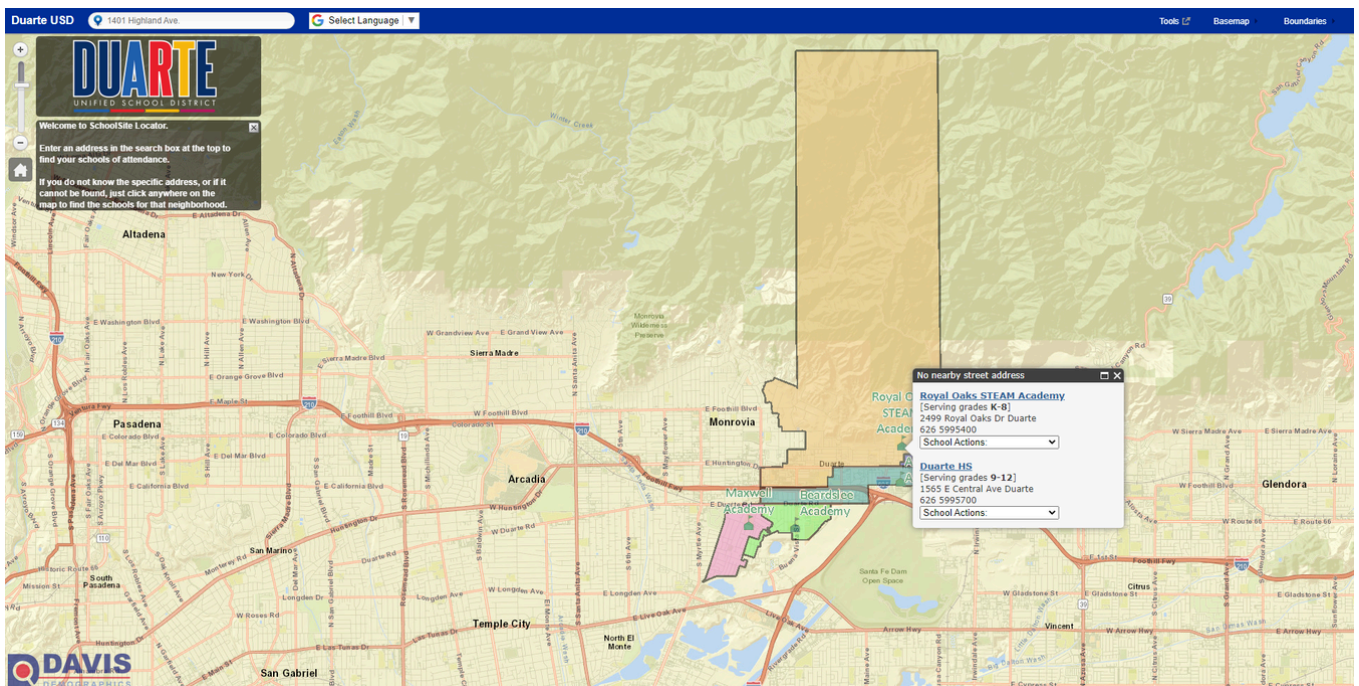
SchoolSite Locator subscription runs July 1 to the following June 30. We are offering 16 months with this start-up (Feb 2022-June 30, 2023) for \$1,300. On July 1, 2023 both subscription would automatically renew for \$2,900.

SchoolSite Locator example:

[Duarte USD](#)

# Total \$2,900

(\$1,600 Address Directory, \$1,300 SchoolSite Locator)



NOTE: The annual hosting subscription fee of \$1,300 provides access to the web application and storage on our servers. It does not include initial data setup of school locations and school boundaries. Data replacement/updating would only be needed if boundaries are changed, or a school is opened or closed. Changes to school boundaries can be incorporated into the SchoolSite Locator application in a reasonable timeframe, but require updating of the data running behind the scenes. Davis Demographics can make those updates, charging a \$170 hourly rate. A precise cost can be determined after discussions between Davis Demographics and the district to determine the scope of work involved with making any changes to the school boundaries or any other pertinent data. The district is also permitted to make 1 complimentary data upgrade per subscription period, if providing data in the exact format needed (a seamless exchange of datasets). We can discuss this further with you.

Please call me if you have any questions. Thank you. – Marlon Chow

This quote is valid until **June 15, 2022**

PLAN WITH CONFIDENCE

11850 Pierce Street, Suite 200 Riverside, CA 92505 (951) 270-5211 [www.DavisDemographics.com](http://www.DavisDemographics.com)



# NEXT STEP



PROJECT DELIVERABLES	INVESTMENT
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SchoolSite Locator & Address Directory for Aeries SIS

\$2,900

I wish to proceed with the bundled items, SchoolSite Locator PLUS newly updated Address Directory annually for import into Monrovia Unified School District's Aeries SIS.  
Annual updates of these 2 items would be \$2,900 each July 1.  
(next one would occur 7/1/23)

I wish to proceed with the bundle outlined above, for \$2,900. I agree to send a purchase order for the amount outlined above.

 SIGNATURE  
Ryan Smith



Please send purchase orders to:  
[info@davisdemographics.com](mailto:info@davisdemographics.com)

Please remit payment to:  
Davis Demographics & Planning, Inc.  
11850 Pierce St., Suite 200  
Riverside, CA 92505

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 5. 21/22-3071 – APPROVAL OF COMPREHENSIVE SCHOOL SAFETY PLANS

#### RECOMMENDATION

The Board of Education is requested to approve the Comprehensive School Safety Plans for the 2021-22 school year.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,

Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

#### Rationale:

California schools are required to comply with various federal, state, and local regulations dealing with health and safety. Pursuant to Senate Bill 187 (Comprehensive Schools Safety Plan), California State regulations require that school districts maintain an appropriate social climate on campus, in classrooms, and at school-sponsored events. In particular, California Education Code (CEC) requires the preparation of comprehensive “safe school plans” dealing with violence prevention, emergency preparedness, crisis intervention, and student and employee safety. These Comprehensive Safe School Plans are presented for board approval.

#### Budget Implication (\$ Amount):

No additional costs.

#### Legal References:

Education Code §35294 through §35294.9.

#### ATTACHMENTS

- [Comprehensive School Safety Plans 2022 .pdf](#)



## **Comprehensive School Safety Plan**

**Bradoaks Elementary School**

**Monrovia Unified School District**

**Jayne Nickles Ed.D, Principal**

**930 E. Lemon Avenue, Monrovia**

**626-471-2100**

**Jnickles@monroviaschools.net**

**A meeting for public input was held on**

**November 15,2021 at Bradoaks Elementary**

**Reviewed by Fire Department on**

**Reviewed by Law Enforcement on**

**Plan Adopted by School Site Council on November 15, 2021**

**Plan approved by District Education Governing Board on February 23,2022**

### **Committee Members**

**Jayne Nickles Ed.D, Principal \_\_\_\_\_**

**James Cortez, Teacher Representative \_\_\_\_\_**

**Jesus Jara, Classified Employee \_\_\_\_\_**

**Susana Aguirre, Parent Representative \_\_\_\_\_**

**Officer T.Montes, Law Enforcement \_\_\_\_\_**



# Comprehensive School Safety Plan

Mayflower Elementary School  
Monrovia Unified School District

Michele Costarella, Principal  
210 N. Mayflower Avenue  
Monrovia, CA 91016  
626-471-2200  
[mcostarella@monroviaschools.net](mailto:mcostarella@monroviaschools.net)

A meeting for public input was held on November 30, 2021  
at Mayflower Elementary School

Reviewed by Law Enforcement on [REDACTED], 2021

Reviewed by Fire on [REDACTED], 2021

Plan Adopted by School Site Council November 30, 2021

Plan approved by the Monrovia Unified School District  
Governing Board by [REDACTED], 2021

## Review Committee Members

Michele Costarella, Principal

Eileen Purtell, Teacher Representative

Frank Gianbatista, Parent of Attending Student

Tamara Morrison, Classified Employee

Officer Thomas Montes, School Resource Officer

**Comprehensive School Safety Plan**

**Plymouth School  
Monrovia Unified School District**

**Greg P. Gero, Principal  
1300 Boley St., Monrovia, CA 91016  
(626) 471-2400  
ggero@monroviaschools.net**

**A meeting for public input was held on January 7, 2022, at Plymouth Elementary School**

**Reviewed by Law Enforcement on January 3, 2022**

**Plan Adopted by School Site Council on January 7, 2022**

**Plan approved by the Monrovia Unified School District Board of Education on**

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**Committee members**

**Greg P. Gero, Principal  
Maria Akl, Teacher Representative  
Traci Robinson, Teacher Representative  
Shannon Varner, Teacher Representative  
Desiree Harbaugh, Classified employee  
Tracy Chu, Parent of attending student  
Jonathan Leung, Parent of attending student  
Lynn Wang, Parent of attending student  
Irma Galindo, Parent of attending student  
Jeremy Mo, Parent of attending student  
Officer Thomas Montes, Monrovia Police Department**

# Comprehensive School Safety Plan

Wild Rose School of Creative Arts  
Monrovia Unified School District

Paige Ramos, Principal  
232 Jasmine Avenue  
626-471-2500  
[sramos@monroviaschools.net](mailto:sramos@monroviaschools.net)

A meeting for public input was held on October 26, 2021 at  
Wild Rose School of Creative Arts

Reviewed by Law Enforcement on January 3, 2022

Reviewed by Fire on January 3, 2022

Plan Adopted by School Site Council November 9, 2021

Plan approved by District Education Governing Board by  
date

## Committee members

Paige Ramos, Principal  
Sharon Naugle, Intervention Specialist  
Darcy Ross, Teacher representative  
Sarah Jaramillo, Teacher representative  
Jana Chesley, Parent of attending student  
Tom Bogdon, Classified employee  
Sandra Roanhorse, Classified employee  
Officer T.Montes, MPD, School Resource Officer

**Comprehensive School Safety Plan  
Monroe Elementary School Monrovia Unified  
School District**

Amanda V. Noriega Principal  
402 West Colorado Blvd., Monrovia, CA 91016  
(626) 471-2300 anoriega@monroviaschools.net

A meeting for public input was held on December 01, 2021, at  
Monroe Elementary School

Reviewed by Law Enforcement on December 2, 2021

Reviewed by the Fire Department on

Plan Adopted by School Site Council on December 01, 2021

Plan approved by the Monrovia Unified School District Board  
of Education by

Committee members:

Principal: Amanda V. Noriega

Wendy Urban, Teacher, Karina Trujillo, Teacher

Cory Martinez, Classified Employee, Nicholas Gimenez,

Classified Employee , Patti Stevenson, Classified Employee,

Parents: Maria Rivera, Monica Solorzano, Janeen Samuelian

# Comprehensive School Safety Plan

Clifton Middle School

Monrovia Unified School District

Scott Moses, Principal

226 South Ivy, Monrovia, California 91016

(626) 471-2680

smoses@monroviaschools.net

A meeting for public input was held on October 26, 2021

Reviewed by Law Enforcement on \_\_\_\_\_

Reviewed by Fire on \_\_\_\_\_

Plan Adopted by School Site Council on October 26, 2021

Plan approved by the Monrovia Unified School Governing Board on \_\_\_\_\_.

## **School Site Council Members:**

**Parents:** Amy Herrera, Cherie Wood, Julie Bank

**Principal:** Scott Moses

**Assistant Principal:** Richard Morrison

**Staff:** Robert Drew, Judy Krauletz, Sara Gutkind, Kristine Gomez

**Students:** Stefin Bank, Yasmin Siam, Mikayla Mallari

Principal/designee: Scott Moses

Teacher representative: Doug Schmidt

Parent of attending student: Julie Bank

Classified employee: Enrique Simuta

Law enforcement: School Resource Officer Thomas Montes

This document is available for public inspection at the

Monrovia Unified School District Office

and

on website at <http://Monroviaschools.net/>

## Comprehensive School Safety Plan

Santa Fe Computer Science Magnet School  
Monrovia Unified School District

Dr. Geoffrey Zamarripa, Principal  
148 W. Duarte Rd, Monrovia CA 91016  
626-471-2700  
gzamarripa@monroviaschools.net

Reviewed by Law Enforcement on 12/17/21

Reviewed by Fire on date

Plan Adopted by School Site Council 12/17/21

Plan approved by District Education Governing Board by  
March 1, 2022----

### Committee members

Principal, Dr. Geoffrey Zamarripa  
Teacher representative, Rob Cady and Dave Hart  
Parent of Attending Student, Glenn Sycip  
Classified employee, Ruben Vargas and Mary Gonzalez  
SRO, Thomas Montes  
Assistant Principal, Megan Esquer



**EMERGENCY PREPAREDNESS  
DRILL REPORT FORM**

# Comprehensive School Safety Plan

Monrovia High School  
Monrovia Unified School District

Fertig Flint, Interim Principal  
845 West Colorado Blvd., Monrovia, CA 91016  
(626) 471-2800  
ffertig@monroviaschools.net

A meeting for public input will be held: TBD at Monrovia High School

Reviewed by Law Enforcement on November 1, 2021

Reviewed by the Fire Department on November 1, 2021

Plan Adopted by School Site Council –TBD

Plan approved by the Monrovia Unified School District Board of Education:

## Incoming Committee Members

Interim Principal: Fertig Flint, Assistant Principal: Kristen Hjelsand, Assistant Principal: Amber Green, Denise Marron: School Nurse, Tina McKendrick: Library Technician, Felicia Richardson: Registrar, Kevin Mercado: Teacher

# **Comprehensive School Safety Plan**

**Canyon Oaks High School/Mountain Park School**

**Monrovia Unified School District**

**Flint Fertig, Principal**

930 Royal Oaks Dr., Monrovia

626-471-3031

[ffertig@monroviaschools.net](mailto:ffertig@monroviaschools.net)

A meeting for public input was held on November 5, 2021 at Canyon  
Oaks High School

Reviewed by Fire Department on February 8, 2022

Reviewed by Law Enforcement on November 10, 2021

Plan adopted by School Site Council on November 10, 2021

Plan approved by the Monrovia Unified School District Board

by March 1, 2021

Committee Members

Calvin McKendrick, Assistant Principal, Dianna Moraga, Teacher  
Representative, Luisa Sanchez, Classified Employee, Officer Thomas  
Montes, Law Enforcement

Dianna Moraga, Bruce Staller, School Board Representative



# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 6. 21/22 - 4012 – AWARD OF CONTRACT WITH AMS.NET FOR NETWORK EQUIPMENT

#### RECOMMENDATION

The Board of Education is requested to approve an award of contract with AMS.NET to upgrade our network and wireless infrastructure contingent upon E-Rate approval.

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 an award of contract with AMS.NET so that the District can apply for E-Rate funding. Once E-Rate is approved, the District will have the ability to purchase the latest WiFi equipment, should the district need an upgrade in the next school year and have it funded up to 80% by E-Rate.

#### Background:

In 2017, the District upgraded its wireless infrastructure with the WiFi 5 standard. Technology Services continuously monitors usage and has put together a plan to upgrade one or more school sites to WiFi 6 should it be needed.

#### Budget Implication (\$ Amount):

AMS.NET submitted a proposal in the amount of \$627, 789.87. The District will use this to apply for E-Rate with the estimation that E-Rate will approve up to 80%. The district's portion is not to exceed \$125,557.98.

#### Additional Information:

A copy of the RFP is attached.

## ATTACHMENTS

- [Monrovia USD - Network Equipment RFP FY2022.pdf](#)



**AMS.NET**  
Technology Solution Provider

**PROPOSAL FOR:**

**Monrovia Unified School District 96258  
MUSD Network Equipment RFP FY2022  
Request for Proposal – RFP M-22-201**

**Original**

**PREPARED BY:** Greg Jaramishian, Regional Sales Manager, AMS.NET

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**AMS.NET**  
Technology Solution Provider

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**AMS.NET**  
Technology Solution Provider

# Section 1



**AMS.NET**  
Technology Solution Provider

AMS.NET is pleased to provide Monrovia Unified School District a proposal response to the E-RATE YEAR 2021-2022 RFP for E-Rate Category 2 REQUEST FOR PROPOSAL - RFP M-22-201. I have read and interpreted the RFP. We have complied with the original specification.

The Mandatory bid walk was attended by Edwin Dotson Sales Engineering Manager for AMS.NET on January 12, 2022 at the designated meeting point.

Thank You for the Opportunity

Greg Jaramishian  
Regional Manager  
[gjaramishian@ams.net](mailto:gjaramishian@ams.net)  
(562) 236-5325



**AMS.NET**  
Technology Solution Provider

# Section 2

 PROPOSAL FORM**RFP M-22-201 MUSD NETWORK RFP FY2022**

TO: MONROVIA UNIFIED SCHOOL DISTRICT  
325 E. Huntington Dr.  
Monrovia, CA 91016

Attention: Ricardo Harris, Director Procurement and Business Support

Having examined the proposal documents for the **RFP M-22-201 MUSD NETWORK RFP FY2022** for the MONROVIA UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Service Provider hereby proposes:







## ACKNOWLEDGEMENT OF ADDENDA

In submitting this Proposal, the undersigned Service Provider acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Service Provider confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

Initial **only one** of the following:

\_\_\_\_\_ Addenda Numbers \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_ were received, acknowledged (initial if applicable) and incorporated into this Proposal.

**OR**



\_\_\_\_\_ No Addenda Issued (initial if applicable)

### Additional Information:

**Notices.** All notices or other correspondence shall be addressed to the District and the Service Provider at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

**Confirmation of Figures.** By submitting this Proposal, the Service Provider confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Service Provider in preparing and submitting this Proposal.

**Acknowledgment and Confirmation.** The undersigned Service Provider acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Service Provider certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Service Provider certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount RFP herein within the Contract Time and in accordance with the Contract Documents. The undersigned Service Provider certifies that its RFP amount includes funds sufficient to allow the Service Provider to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Service Provider's failure to comply with applicable law in this regard.

**Print Name(s) of Service Provider(s) & License Number**

By: *Debra Morgan*  
 Authorized Officer or Agent

*Secretary*  
 Title

*AMS.NET, INC.  
 C-7 : 763508*

By: *[Signature]*  
 Authorized Officer or Agent

*President*  
 Title



(Corporate Seal)

**NOTE:** *If Service Provider is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Service Provider is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Service Provider is an individual, his signature shall be placed above, pursuant to the Instruction for Service Providers Section 1.03. All signatures must be made in permanent, original blue ink.*

# NON-COLLUSION STATEMENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I, Diana Monaghan being first duly sworn, deposes and says that I  
(Typed or Printed Name)  
am the Secretary of AMS.NET, INC., the  
party (Title) (Service Provider Name)  
submitting the foregoing RFP Proposal (the "Service Provider"). In connection with the foregoing RFP  
Proposal, the undersigned declares, states and certifies that:

- 1.1 The RFP Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.2 The RFP Proposal is genuine and not collusive or sham.
- 1.3 The Service Provider has not directly or indirectly induced or solicited any other Service Provider to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Service Provider or anyone else to put in sham proposal, or to refrain from submitting a proposal.
- 1.4 The Service Provider has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price, or that of any other Service Provider, or to fix any overhead, profit or cost element of the RFP price or that of any other Service Provider, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.5 All statements contained in the RFP Proposal and related documents are true.
- 1.6 The Service Provider has not, directly or indirectly, submitted the RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

Executed this 26<sup>th</sup> day of January, 20 22 at Livermore, Alameda, CA  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Diana Monaghan  
Signature

502 Commerce Way  
(Address)

Diana Monaghan  
Name Printed or Typed

Livermore, Alameda, CA  
(City, County and State)

(925) 245-6100  
(Area Code and Telephone Number)

This form must be completed and submitted with your proposal



# CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) \* \* \* \* \*

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

NAME Diana Monaghan

TITLE Secretary

SIGNATURE Diana Monaghan

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

This form must be completed and submitted with your proposal

# ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Monrovia Unified School District

RE: RFP M-22-201 MUSD NETWORK EQUIPMENT FY2022

Please be advised that with respect to the above-referenced PROJECT the undersigned Service Provider on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

AMS.NET, Inc.  
Contracting Party

Diana Monaghan, Secretary  
Name of Agent/Title



This form must be completed and submitted with your proposal.

# CERTIFICATE OF A DRUG-FREE WORKPLACE

Pursuant to the requirements mandated by California Government Code Section 8350 et seq, or the "Drug Free Workplace Act of 1990", this certification form is required of all successful Service Providers for contracts or grants awarded by a State Agency. By signing this certification, the Contracting firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or the organization's workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;
2. Establishment of a Drug-Free Awareness Program to inform employees of:
  - a) The dangers of drug abuse in the workplace;
  - b) The organization's policy of a Drug-Free Workplace;
  - c) The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
  - d) The penalties that may be imposed on employees for drug abuse violations
3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative of AMS.NET, Inc.  
(Company Name)

agree that all the requirements of the "Drug-Free Workplace Act of 1990" will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by RFP#13-14-3 is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the "Drug-Free Workplace Act of 1990" can result in disbarment in accordance to the provisions of California Government Code Section 8350 et. seq.

  
(Original Signature in Blue or Black Ink)

1 / 26 / 22  
(Today's Date)

AMS.NET, Inc.  
(Company Name)

This form must be completed and submitted with your proposal

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

I, Diana Monaghan, an authorized officer of AMS.NET, INC.,  
(Print or Type Name) (Company Name)

agree to comply with the Alcohol and Tobacco Free Campus Policy as established by Monrovia Unified School District. I certify that no employee of our firm, nor any subcontracting firm, will use alcohol or tobacco products at any time, on or within any District owned or leased buildings, property, or vehicles. Furthermore, I certify that signs stating "Alcohol and Tobacco Use is Prohibited" will be purchased and prominently displayed at all entrances to school property in accordance with the policy of Monrovia Unified School District.

*Diana Monaghan* 1/26/22  
(Original Signature in Blue or Black Ink) (Today's Date)

Diana Monaghan  
(Print or Type Name)

Secretary  
(Title)

This form must be completed and submitted with your proposal



# CERTIFICATION OF EMPLOYEE CRIMINAL BACKGROUND CHECKS

I, Diana Monaghan, certify that one of the following has been performed:  
(print or type name)

1. Pursuant to California Education Code Section 45125.1 criminal background checks, through the California Department of Justice, have been performed for all employees that will provide services to the Monrovia Unified School District upon award of a contract for **RFP M-22-201 MUSD NETWORK RFP FY2022**, and that no employee have been found to be convicted of serious or violent felonies as specified in California Penal Code Sections 667.5(c) and 1192.7(c).

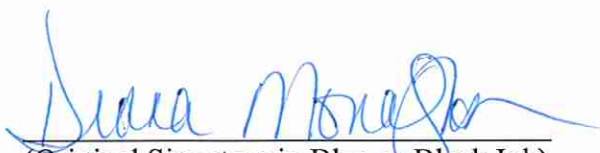
Furthermore, attached to our RFP proposal, is a list of the names of employees who may come into contact with pupils.

Or

2. Pursuant to California Education Code 45125.1, the safety of the pupils will be ensured by one of the following methods:

- a) The installation of a physical barrier at the worksite that will limit contact with pupils;
- b) Continual supervision and monitoring of all employees by an individual whom the California Department of Justice has ascertained has not been convicted of a violent or serious felony as defined in California Penal Code Sections 667.5(c) and 1192.7(c).

I declare, under penalty of Perjury under the Laws of the United States, that the foregoing is true and correct.

  
 (Original Signature in Blue or Black Ink)

1 / 26 / 22  
 (Today's Date)

Diana Monaghan  
 (Printed or Typewritten Name)  
Secretary  
 (Title)

# E-RATE CERTIFICATION

I, Diana Monaghan, certify that AMS.NET, Inc., is a  
(Print or Type Name) ( Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is 143005880, and we have operated under this SPIN for 33 years.

I also certify to the acceptance of the following:

- 1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
- 2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Monrovia Unified School District, its attorney(s), or authorized agent;

3.

4. Any contract awarded based upon **RFP M-22-201 MUSD NETWORK RFP FY2022** is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part or to move forward without E-Rate approval.

5. The District will be invoiced for the only the matching funds portion, and it our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;

6. In the event the Monrovia Unified School District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contract terms, provided 14 days prior written notice is given.

Diana Monaghan  
(Original Signature)

1/26/22  
Today's Date

Diana Monaghan  
(Print or Type Name)

Secretary  
(Title)

This form must be completed and submitted with your proposal

## SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any Service Provider who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Service Provider is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Respondent has previously performed work, reference checks and examination of all public records.
3. The Service Provider must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and addresses, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Monrovia Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

Organization's Name	Work for Beverly Hills USD
Telephone Number	(213) 123-4567
Address	100 Hollywood Dr, Los Angeles, CA 90210
Point of Contact	Doc Hollywood
Type of Contract	Cisco Meraki MX450 Installation
Contract Term (From – To)	1999
Contract Amount	\$1.2 Million



## Reference #1

Organization's Name	Los Nietos School District
Telephone Number	(562) 692-0271 3213
Address	8224 S. Westman Ave.
Point of Contact	Will Gidcom
Type of Contract	Various - E-Rate - Focus - Spurr
Contract Term (From - To)	24 Months 7/19 to 9/21
Contract Amount	\$750K

## Reference #2

Organization's Name	Glendale USD
Telephone Number	(818) 241-3111 x1577
Address	223 North Jackson
Point of Contact	Frank Schlueter
Type of Contract	E-Rate - Focus - Spurr
Contract Term (From - To)	Various
Contract Amount	Various up to \$7 million

## Reference #3

Organization's Name	Hawthorne School District
Telephone Number	(310) 676-2276 x3999
Address	14120 Hawthorne Blvd
Point of Contact	Reggie Cancel
Type of Contract	E-Rate - Spurr -
Contract Term (From - To)	4/19 to 11/21
Contract Amount	Various up to \$2.3 million

# SERVICE PROVIDER QUESTIONNAIRE

The Service Provider shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Service Provider's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

- a. Name of Service Provider AMS NET, Inc.
- b. Have you or any of your principals ever been licensed under a different license number? NO  
Response must include information pertaining to principals' association outside of the firm. If yes, give name and license number.

c. Names and titles of all principals of the firm:

<u>Robert Tacci</u>	<u>President</u>
<u>Diana Monaghan</u>	<u>Secretary / Treasurer</u>
<u>John Stott</u>	<u>Vice President</u>
_____	_____

- d. Number of years as a Service Provider in this type of work: 33 years
- e. How many years' experience has your firm performed network electronics and wireless work?  
33 years
- f. Has your firm or any of its principals defaulted so as to cause a loss to a surety? NO

Response must include information pertaining to principals' associated outside of the firm submitting a proposal.  
If the answer is "Yes," give dates, names and address of surety and details.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. NO

If yes, explain:

N/A

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h. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. NO

If yes, provide name of public agency/organization and details of the dispute:

N/A

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i. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the firm submitting a proposal. NO If so, give owner's name and details:

N/A

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j. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? NO If so, please elaborate.

N/A

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k. This project requires the payment to all employees of prevailing wages as determined by the California Department of Industrial Relations; and that the Service Provider is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

i. During the last five (5) years was your firm required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations by a subcontractor.)  Yes  No

If "yes," on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

ii. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any Public Works Project for which you are awarded a contract by Monrovia Unified School District.

WECA  
3695 Blechely Street  
Rancho Cordova, CA 95655  
916-453-0112

l. This project requires thorough knowledge of the financial and legal requirements of E-Rate.

a. Are you willing to invoice the District at the E-Rate approved discount percentage, with the remainder directly to the SLD, pending District certification for services performed?

Yes  No

b. Has your firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or service providers?

Yes  No

c. Does your firm possess a valid FCC regulation number and Service Provider Identification Number (SPIN)?

Yes  No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this 26<sup>th</sup> day of January, 20 22, at Livermore, State of California

Service Provider Name AMS.NET, INC.

Date 1/26/22

Signature *Diana Monaghan*

Phone Number (925) 245-6100

Printed Name Diana Monaghan

Title Secretary

Street Address 502 Commerce Way, Livermore, CA 94551

Fax Number (925) 245-6150

E-Mail ordertracking@ams.net

All pages of this form must be completed and submitted with your proposal package.





**AMS.NET**  
Technology Solution Provider

# Section 3



## Project Cost Summary – Monrovia Unified School District

### Project Information

Monrovia Unified School District E-Rate 25 -  
 Various - Switching & Wireless - 96258  
 Project # 96258  
 January 27, 2022

### Account Manager

Greg Jaramishian  
 gjaramishian@ams.net  
 (562) 236-5325

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00059739	E-Rate 25 - Meraki Switching and Wireless	\$582,888.80	\$44,901.07	\$627,789.87

### Project Summary

Project Total	\$582,888.80
Estimated Total Taxes	\$44,901.07
<b>Grand Total</b>	<b>\$627,789.87</b>

Vendor: AMS.NET  
 Address: 502 Commerce Way, Livermore, CA 94551  
 Phone: 925-245-6100  
 SPIN: 143005880



**AMS.NET, Inc.**  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

## Customer Quotations

### Customer

Monrovia Unified School District  
 325 E Huntington Dr Monrovia, CA 91016-6419  
 ATTN:

<b>Project Name</b>	Monrovia Unified School District E-Rate 25 - Various - Switching & Wireless - 96258
<b>Project #</b>	96258
<b>Account Mgr.</b>	Greg Jaramishian
<b>AM Phone</b>	(562) 236-5325
<b>AM Email</b>	gjaramishian@ams.net
<b>Inside Account Mgr.</b>	Lisa Moomau
<b>IAM Phone</b>	(925) 245-6139
<b>IAM Email</b>	lmoomau@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Quote # Q-00059739, E-Rate 25 - Meraki Switching and Wireless</b>					
1	<b>MS225-48LP-HW</b> Meraki MS225-48LP L2 Stck Cld-Mngd 48x GigE 370W PoE Switch	Meraki, Inc.	5.00	\$3,622.94	\$18,114.70
2	<b>LIC-MS225-48LP-5YR</b> Meraki MS225-48LP Enterprise License 5YR	Meraki, Inc.	5.00	\$548.82	\$2,744.10
3	<b>MR56-HW</b> Meraki MR56 Cloud Managed Indoor AP	Cisco Systems Inc.	450.00	\$933.21	\$419,944.50
4	<b>LIC-ENT-5YR</b> Meraki MR Ent License 5 Years	Cisco Systems Inc.	450.00	\$210.19	\$94,585.50
5	<b>AMS-NI-LAN-MERAKI-EDGE-STACK</b> Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	5.00	\$500.00	\$2,500.00
6	<b>AMS-NI-WIRELESS-LAP-MERAKI</b> Labor: Meraki Access Point Installation. Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	450.00	\$50.00	\$22,500.00
7	<b>AMS-NI-AP-MOUNT</b> Networking Labor: Access Point Mounting	AMS.NET	450.00	\$50.00	\$22,500.00
8	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00

<b>Subtotal:</b>	\$582,888.80
<b>Estimated Tax:</b>	\$44,901.07
<b>Quote Total:</b>	\$627,789.87



**AMS.NET**  
Technology Solution Provider

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

[www.ams.net](http://www.ams.net)

### Order Summary

Project Total	\$582,888.80
Estimated Total Taxes	\$44,901.07
<b>Grand Total</b>	<b>\$627,789.87</b>



## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net). A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/).

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.  
502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
[www.ams.net](http://www.ams.net)

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



**AMS.NET**  
Technology Solution Provider

# Section 4





**AMS.NET**  
Technology Solution Provider

## PROJECT REFERENCES

### Project Summaries

**Name of Organization: Hawthorne School District**

Address: 14120 Hawthorne Blvd., Hawthorne, CA 90250

Contact Person: Reggie Cancel

Email/Phone: rcancel@hawthorne.k12.ca.us, (310) 863-9519

District Wide VoIP and IP Paging – SPURR Contract

Original contract amount: \$2,319,405.80

Contract start date: June 2020

Final completion date: September 2021

Hawthorne School District had a phone system that was failing, and it became increasingly difficult to find companies to support it. The district also wanted to increase security on campus, reduce notification time, and ensure everyone could hear an announcement in the event of an emergency. The district paging systems at that time was not able to provide adequate amplification and notification to all areas of the schools. The paging systems were increasingly failing. AMS.NET was brought in to discover the district needs, perform site walks at all district locations, provide equipment demos, and deliver a proposal leveraging the SPURR contract. Funding was possible through the district bond measure listing upgrades for safety/security systems. In total, AMS.NET deployed 14 voice routers, servers, over 800 phones, 650+ IP clocks and speakers, paging appliances, additional network switches where needed, and licensing to support the system for 5 years. AMS.NET cabling services were also used to run ethernet cabling to all IP clock speaker locations throughout the district.

**Name of Organization: Hesperia Unified School District**

Address: 15576 Main Street, Hesperia, CA 92345

Contact Person: Mike Tepner

Email/Phone: michael.tepner@hesperiausd.org, (760) 244-4411 ext. 8289

Complete Cisco Wireless Upgrade Project

Original contract amount: \$1,727,450.00

Contract start date: November 2020

Final completion date: June 2021

Hesperia Unified School District leveraged the 1st round of Cares Act funding during the 2020 pandemic and partnered with AMS.NET to conduct a complete upgrade of their existing Cisco Systems wireless environment. AMS.NET was deemed an essential company in the early stages of the pandemic which was another advantage as we could be onsite conducting the installation while students and staff were remote to ensure a more robust wireless network would be functional when they returned to campus.





**AMS.NET**  
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## PROJECT REFERENCES

### Project Summaries *(Continued)*

The project consisted of upgrading the core of the environment by deploying a pair of Cisco Catalyst 9800 Wireless Controllers for high availability. Throughout the district, AMS.NET upgraded over 1,600 wireless access points to Cisco's next generation model, the Catalyst 9120AX to deliver Wi-Fi 6 capabilities and the capacity to handle the additional wireless device demand once on campus learning was allowed. A multiyear DNA subscription along with DNA center was also embedded in the project to assist the district with automation, visibility, and network management.

**Name of Organization: Norwalk La-Mirada Unified School District**

Address: 12820 Pioneer Blvd., Norwalk, CA 90650

Contact Person: Tim Scholefield

Email/Phone: tscholefield@nlmusd.k12.ca.us, (562) 210-2000

**Core Network & Wireless Upgrade**

Original contract amount: \$2,149,248.53

Contract start date: December 2020

Final completion date: August 2021

Norwalk La-Mirada Unified School District leveraged Cares Act funding during the 2020 pandemic. They utilized AMS.NET to upgrade aging wireless infrastructure to support the increase in quantity of student and staff devices on the network. Over 1000 Meraki Wi-Fi 6 access points, that consisted of indoor and outdoor units, were deployed across the district's 34 locations. This also consisted of running Category 6A cabling to proposed access points that did not have network connectivity. The district also had site core switches at every district location that were due for replacement. AMS.NET upgraded them to switches capable of 25Gb connectivity to provide bandwidth needs for years to come. Uninterruptible power supplies were purchased and installed in the MDF of the school sites.



**AMS.NET**  
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# Section 5



# AMS.NET

Technology Solution Provider

## ABOUT US

### About Us

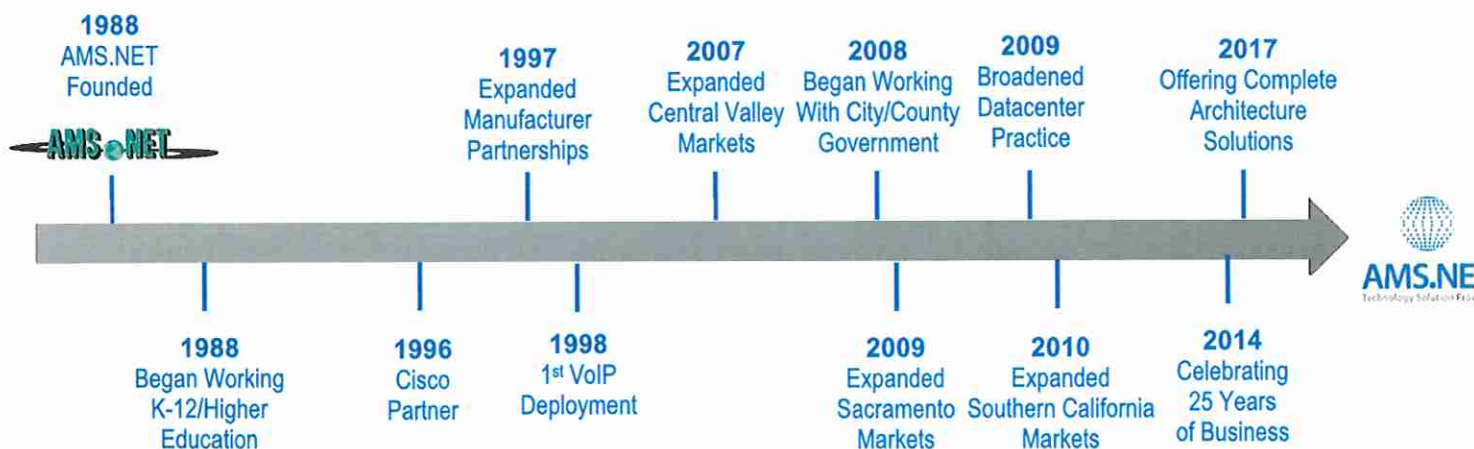
AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers' architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 30 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!



Celebrating More Than **30** Years

Celebrating More Than **30** Years

www.ams.net  
800-893-3660





# AMS.NET

Technology Solution Provider

## AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



ARCHITECTURE SOLUTIONS



# AMS.NET

Technology Solution Provider

## COMPANY FACTS

### General Info

Legal Name: AMS.NET Inc.  
 Type: Delaware Corporation  
 Tax ID: 94-3291626  
 Principal Owner: Robert Tocci  
 Years in Business: 33 Years  
 Number of Employees: 115  
 Website: www.ams.net  
 Email: sales@ams.net  
 Phone: 800-893-3660/925-245-6100  
 Fax: 925-245-6150

#### Locations:

Southern California Regional Offices: 12405 East Slauson Ave, Unit K, Whittier, CA 90606, Phone 800-893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106 Fresno, CA 93725, Phone 559-733-1641

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812

Sacramento Regional Office: 5008 Donovan Drive Carmichael, CA 95608 Phone 800-893-3660

### License and Procurement

**DIR#:** 1000001046 Expires 6/30/22

**FCC RN:** 0012300554

#### Contractor License C-7:

763508 Expires 4/30/22

**DUNS#:** 556116234

**Microsoft MCSE's:** 1673446, 2056976

#### Procurement:

E-Rate: SPIN 143005880

Merced County FOCUS Contract: #2021092

SPURR Master Contract / PEPPM Contract

**NASPO Contracts-** Cisco, HPE, Ruckus, Pure Storage, Palo Alto Networks

**Cisco GSA Contract:** GS-35F-0349S, Expires 4/4/26

<b>CMAS Contracts-</b>		
Fortinet	HP	Corning
APC	Nimble Storage	General Cable
Arecont Vision	Palo Alto Networks	Hitachi
Aruba	Rubrik	Leviton
Avigilon	Ruckus Wireless	Ortronics
Bosch	TrippLite	Panduit
Cisco	Veeam	Superior Essex
Cohesity	VMware	Leviton
Eaton	Berk-Tek	Labor
EMC	Chatsworth	
Extron		

### Certifications and Specializations

Cisco Gold Certified Partner/

Cisco Meraki Partner

#### Cisco Specializations:

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

#### Partial Manufacturer List:

Aruba HPE Platinum Partner, HPE Silver Partner, Ruckus Elite Partner, Palo Alto Networks, Fortinet, Barracuda, Aerohive, Pure Storage, Nimble Storage, Cohesity, DDN, Rubrik, Veeam Silver Pro Partner, Datrium, VMware Partner, Singlewire, FrontRow, Class Connection, AtlasIED, Extron, Advanced Network Devices, Avigilon, Verkada, OnSSI, Milestone, Arecont Vision, Hikvision, exacqVision, Tripplite, APC, Panduit, General Cable, Damac, Leviton, Berk-Tek, Ortronics, Hoffman, Cooper B-Line, Chatsworth, Superior Essex





# AMS.NET

Technology Solution Provider

## Cisco

**CCIE** (4)- Certified  
Internetwork Expert  
**CCNP** (6)- Certified  
Networking Professional  
**CCDA** (3)- Certified  
Design Associate  
**CCNA** (12)- Certified  
Network Associate  
**CCENT**- Certified  
Entry Networking  
Technician  
**Cisco AMP** Endpoint  
Associate  
**Cisco IronPort WSA**

## Microsoft

**MCP**- Certified Professional  
**MCSA** Certified Solutions  
Associate-  
2000, 2003, 2008,  
Windows Server 2012,  
Office 365  
**MCSE** Certified Solutions Expert  
- 2000 + Messaging,  
Private Cloud, Cloud  
Platform & Infrastructure,  
2003  
**MCSA** Certified Solutions  
Associate- Office 365  
**MCITP** Certified IT Professional  
Certification- 2008

## HP/Aruba Wireless

### Expertise

**ACMP** (3)- Certified  
Mobility Professional  
**ACSP** (3)- Certified  
Switching Professional  
**ACCP** (2)- Certified  
Clearpass Professional  
**ATP FlexNetwork**  
Solutions Certification  
**ATP Hybrid IT Solutions**  
Solutions Certification

## Multi- Vendor Expertise

## Palo Alto Networks

**PCNSE** (3)- Certified  
Network Security Engineer  
**ACE** (2)- Accredited  
Configuration Engineer  
**SE Traps** Professional

## Ruckus Wireless

**ICX Implementer** (2)  
**CWNA** – Certified  
Wireless Network  
**SmartZone SE**  
**Cloudpath SE**  
**WiSE**

## VMware

**VCP** (4)- Certified  
Professional  
**VTSP** (Many)- Technical  
Sales Professional

## Western Digital/Tegile

**TCIE**- Certified  
Implementation Engineer

## Dell/EMC

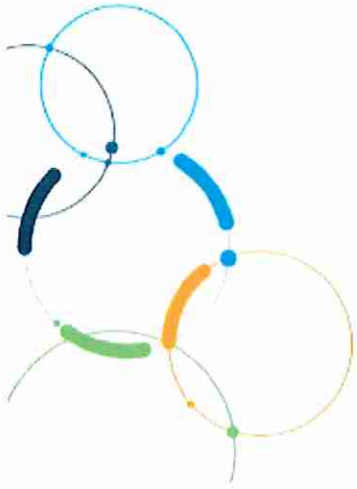
**EMCIE**- Implementation  
Engineer  
- Clariion  
- VNX (2)  
- Celerra  
- RecoverPoint (2)

## Veeam

**VMCE** (2)- Certified Engineer

## Others

Various other sales and  
engineering certifications



**AMS.NET**  
**CISCO**  
Partner

## Gold Integrator

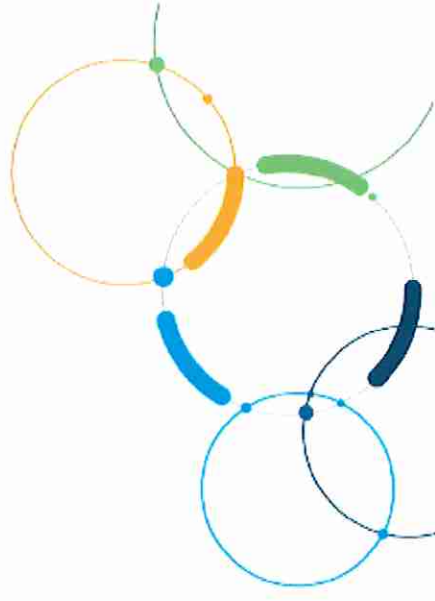
Awarded to: **AMS.NET**

Country: **USA**

Valid Until: **January 24, 2023**

Validate this certificate by searching company name and location at  
[cisco.com/go/partnerlocator](https://cisco.com/go/partnerlocator).

Certificate generated on January 19, 2022





## CONTRACTORS C-7 INFORMATION

### C-7 Contractors License



### C-7 Responsible Managing Officer

#### BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) TOCCI ROBERT MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.  
Effective Date: 04/12/2000





**AMS.NET**  
Technology Solution Provider

## CONTRACTORS C-7 INFORMATION

### C-7 Contractors Bond - Continued

#### Business Information

AMS.NET INC  
502 COMMERCE WAY  
LIVERMORE, CA 94550  
Business Phone Number:(925) 245-8100

Entity Corporation  
Issue Date 05/24/1999  
Reissue Date 04/12/2000  
Expire Date 04/30/2022

#### License Status

This license is current and active.

All information below should be reviewed.

#### Classifications

C-7 - LOW VOLTAGE SYSTEMS

#### Bonding Information

##### Contractor's Bond

This license filed a Contractor's Bond with HANOVER INSURANCE COMPANY.

**Bond Number:** 1031231

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

Contractor's Bond History

##### Bond of Qualifying Individual

The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 04/12/2000



**AMS.NET**  
Technology Solution Provider

## FCC RED LIGHT DISPLAY SYSTEM

### AMS.NET's FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET (FRN #0012300554).

#### Red Light Display System View

[FCC](#) | [Fees](#) | Red Light Display System

[< FCC Site Map](#)

Logged in as FRN: AMS.NET, Inc. (0012300554) [\[Log Out\]](#)

[Back](#) | [Print](#) | [Help](#)

1/10/2022 11:06 AM

#### Current Status of FRN 0012300554

**STATUS: Green**

**You have no delinquent bills which would restrict you from doing business with the FCC.**

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/10/2022 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.







**AMS.NET**  
Technology Solution Provider

## DEPARTMENT OF INDUSTRIAL RELATIONS

### AMS.NET's Department of Industrial Relations

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. AMS.NET is a DIR registered contractor (DIR #1000001046).

#### Department of Industrial Relations System View

State of California

## Department of Industrial Relations

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#### Contractor Information

**Legal Entity Name**  
AMS.NET, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000001046  
**Registration effective date**  
07/01/19  
**Registration expiration date**  
06/30/22  
**Mailing Address**  
502 COMMERCE WAY LIVERMORE 94551 CA United States of America  
**Physical Address**  
502 COMMERCE WAY LIVERMORE 94551 CA United States of America  
**Email Address**  
dmonaghan@ams.net  
**Trade Name / DBA**  
  
**License Number (s)**  
CSLB:763508

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#### Legal Entity Information

<b>Corporation Entity Number:</b>	097642448
<b>Federal Employment Identification Number:</b>	943291626
<b>President Name:</b>	ROBERT TOCCI
<b>Vice President Name:</b>	JOSEPH MOOMAU
<b>Treasurer Name:</b>	ROBERT TOCCI
<b>Secretary Name:</b>	ROBERT TOCCI
<b>CEO Name:</b>	ROBERT TOCCI

**Agency for Service:**

<b>Agent of Service Name:</b>	DIANA MONAGHAN
<b>Agent of Service Mailing Address:</b>	502 COMMERCE WAY LIVERMORE 94551 CA United States of America



**AMS.NET**  
Technology Solution Provider

## SPAC FILING

### Service Provider Annual Certification (SPAC)

A service provider must submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with program rules. Below is proof captured from the SLD website.

**Purpose of Form:** Form 473 is used by the service provider each funding year to certify that it will comply with FCC rules concerning invoicing and documentation. The certifications apply to the entire funding year and are required before USAC will pay invoices. A service provider may submit one Form 473 for all Service Provider Identification Numbers (SPINs) assigned to it.

### SLD SPAC Filing Proof

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143005880	AMS.NET, Inc.	AMS.NET, Inc.	Robert Tocci	502 Commerce Way , Livermore, CA 94551	925245-6100		1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021



## TECHNICAL RESUME

### TECHNICAL LEAD:

#### Christian Weisse

Senior Systems Engineer

#### Overview-

Christian Weisse has more than 18 years' experience in technology with network design and implementation. Christian's career with AMS.NET began 16 years ago as a Systems Engineer and as a result of his impeccable work and additional certifications, Christian is now a Senior Systems Engineer. He holds numerous Cisco certifications including his CCNA, CCNP and remarkably his double CCIE (Switching/Routing & Security).

#### AMS.NET Technical Experience-

Christian has significant technical expertise with the design and implementation of Core, WAN, LAN, Backbone, Security, Network Security, Firewalls, Intrusion Prevention, Network Access Control, Wireless and more.

He has lead teams of 2 to 6-8 engineers in a multi-site rollout. His largest projects were with San Jose Unified School District which included backbone, core and IDF refresh of more than 40 sites and Cabrillo College for the wide range of technologies implemented including core and IDF refresh, wireless and IP telephony. He has been the lead engineer in multiple city network refresh projects covering multiple products and vendor platforms.

#### Certifications (Partial List)-

- CCNA- Cisco
- CCNP- Cisco
- CCIE- Cisco Switching/Routing and Cisco Security

#### Project References-

##### Cabrillo College (2018-2019)

Dave Gilmore

(831) 479-6566

[dagilmor@cabrillo.edu](mailto:dagilmor@cabrillo.edu)

6500 Soquel Drive

Aptos, CA 95003

Assisted in the development and implementation of a migration plan to replace high availability core switches and VRF's onto new high availability Nexus 7k's. This allowed for the incremental migration of services to minimize down-time and impact to available services.



## TECHNICAL RESUME

### **Oakley Union School District (2018-2019)**

Renee Stewart  
(925) 625-5083  
[rstewart@ouesd.k12.ca.us](mailto:rstewart@ouesd.k12.ca.us)  
91 Mercedes Ln  
Oakley, CA 94561

Project included migration of existing firewall platform to Cisco Firepower. Migrated filtering services onto new Firepower. Implementation of caching technology for remote site WAN links.

### **City of Oakland (2018)**

Andy Chen  
(510) 238-4487  
[achen@oaklandnet.com](mailto:achen@oaklandnet.com)  
1 Frank H Ogawa Plz  
Oakland, CA 94612

Performed lab mock-up to determine upgrade process of the redundant supervisors on multiple pairs of core switches on the city network. The was performed to address the loss of functionality being exhibited on devices due to a software bug. Applied process and successfully upgraded six core switches within defined outage window.

### **City of Merced (2017-2019)**

Jeff Bennyhoff  
(209) 385-6829  
[bennyhoff@cityofmerced.org](mailto:bennyhoff@cityofmerced.org)  
678 W 18<sup>th</sup> St  
Merced, CA 95340

Scope of work included replacement of city core switches with Nexus platform switches. Developed migration plan to maintain services during migration. Implemented remote location VPN connectivity utilizing various vendor platforms and service providers.





## TECHNICAL RESUME

### TECHNICAL LEAD:

**Robert Ho**

Senior System Engineer

### Overview-

Robert Ho has more than 20 years of experience in the networking and IT industry. He's been a Senior Systems Engineer at AMS.NET for more than 6 years. Robert has a varied technical background in many technologies from major manufacturers including Cisco, Juniper, Alcatel, Dell/Force10, Palo Alto Networks, Sonicwall and others. He is instrumental to our engineering team.

### AMS.NET Technical Experience-

Robert has significant technical expertise with the design and implementation of Core, WAN, LAN, Backbone, Network Security, Wireless, VoIP and more.

### Certifications-

- Cisco CCIE- Routing and Switching
- Palo Alto Networks PCNSE

### Project References-

#### **Foothill De Anza Community College District (2018-2019)**

Sharon Luciw  
(650) 949-6161  
[luciwsharon@fhda.edu](mailto:luciwsharon@fhda.edu)  
12345 S El Monte Rd.  
Los Alto Hills, CA 94022

A series of projects to replace major components within the core infrastructure across both sites. They include the integration of new BGP peering nodes between both sites and Internet carrier, implementation of new secured services between the internal infrastructure and AWS cloud services, and migration of new Next-Generation Firewalls across both campuses to secure internal and Internet carrier facing services.





**AMS.NET**  
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## TECHNICAL RESUME

### **Manteca Unified School District (2018-2019)**

Ungel Mamon  
(209) 858-0922

[umamon@musd.net](mailto:umamon@musd.net)

2901 E Louise Ave., PO Box 32  
Manteca, CA 95336

Implementation of a new MPLS core and secured Next-Generation Firewall services in parallel to a complex MPLS VPN transport between the Data Center core and over 30 remote sites.

### **Livermore Valley Joint Unified School District (2018-2019)**

Geoff Warner  
(925) 606-5228

[gwarner@lvjUSD.k12.ca.us](mailto:gwarner@lvjUSD.k12.ca.us)

685 East Jack London Boulevard  
Livermore, CA 94551

The replacement of the Data Center core and all remote sites to support existing services along with implementing, in parallel, a new MPLS VPN transport to provide new secured services between the core and all remote locations.

### **City of Monterey (2018)**

Steve Kelley  
(831) 646-3709

[kelley@monterey.org](mailto:kelley@monterey.org)

735 Pacific St  
Monterey, CA 93940

Integration of a complex MPLS VPN core infrastructure within a new Data Center along with the migration of new Internet peering nodes spanning across multiple locations.



## AMS.NET E-RATE BILLING PROCESS

AMS.NET, Inc. (also to be referenced as the Service Provider) has developed processes to bill E-Rate projects that best suits their customer needs. We are set up to accommodate both SPI and BEAR billings.

SPI billings will occur on a regular basis and AMS.NET, Inc. will invoice the SLD their portion of committed amount and the customer their portion.

AMS.NET, Inc. agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the USAC via the Form 474 Service Provider (SPI). The customer will only be responsible for paying its non-discounted share of the costs and does not intend to use the BEAR process (Form 472). The maximum percentage the customer will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a funding commitment decision letter from the SLD and submission and certification of Form 486, the customer shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the company decide that it is in the best interests of the company to file a Form 472, the customer will inform AMS.NET, Inc. of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the customer will only be responsible for paying its non-discounted share.

AMS.NET, Inc. will bill your company directly for a BEAR billing. Companies will pay the full amount of the invoice until all steps of the discount process below have taken place:

- A. **You must have received your FCDL (Funding Commitment Decision Letter) from the SLD / E-Rate people.**
- B. **You must file your Form 486.** [The form 486 lets the E-Rate people know that the services have begun and that they may begin paying the invoices. The SLD cannot process a payment related to a Funding Request Number (FRN) unless a properly completed Form 486 has been submitted by the Library and approved by the SLD for that FRN]
- C. **The form 486 must be approved by the SLD before AMS.NET, Inc. can apply the discount and credit your bill.** When AMS.NET, Inc. is notified by the SLD that your form 486 has been approved, AMS.NET, Inc. will credit your bill with your approved funding. It takes two billing periods for the discount to appear on your bill. Depending on timing of your 486 approval, it could be the next month or two months later that you see your discount on your AMS.NET, Inc. bill.

AMS.NET, Inc. bills the total monthly charges and the E-Rate discount which does net to the discounted amount, but we do not bill just the discounted amount. It takes two billing periods for the discounts to appear so depending on timing, it could be the next month or two months later.

**A Note regarding BEAR Forms:** Companies who prefer to pay their invoices and file BEAR forms for reimbursement – can continue to do so; however, a company cannot both file a BEAR form and request a billing discount on the same FRN in the same funding year. That is, you will either file BEAR forms for reimbursement – or – request a billing discount; but not both.



### Fingerprinted Employees

All employees listed below have been DOJ cleared, as of September 15, 2021

Adrian Martinez	Felix Pardo	Michael Vincent
Adrian Pardo	Francisco Servin	Mike Hansen
Alex Gomez	Graham Johnson	Mike Skelton
Anthony Bastian	Guy McMillan	Mitch Brooks
Anthony Minjarez	Harold Alvarez	Muhammad Jafri
Antonio Nuno	Jacinto Cruz	Nathan Fischer
Arturo Obregon	Jacob Ambrocio	Nelson Vega
Blake Jaskolski	James Castro	Nick Heryford
Blake Wiech	Jason Schweizer	Overlin Zamora
Brian Heitz	Jeffry Galeano Mendoza	Patrick Stevens
Cathy Rivenes	Jesse Arroyo	Pablo Vasquez-Chavez
Chad Neves	Jimmie Hearn	Paul Estrada
Chanpreet Gill	Jocelyn Ambrose	Paul Payumo
Chris Hill	Joe Costa	Perry Nelson
Chris Sheldon	Joe Ignacio	Raffi Bedrosian
Christian Weisse	Joe Kapahu	Ray Valine
Christo Michaelides	John Stott	Richard Lopez
Clint Southwick	John Vincent	Robert Ho
Colton Wristen	Jonathan White	Robert (Bobby) Simmonds
Daniel Ancheta	Jordan Moomau	Rodger Mosqueda
Daniel Arroyo	Jorge Vasquez	Serge Hacobian
Daniel Barron	Jose Fernandez	Stephen Cupps
David Stoutenburg	Katie Kerwin	Setve Meza
Dean Anaya-Guttierrez	Kevin Stott	Taylor Zamora
Derek Ramirez	Kole Babo	Troy Hunt
Doug Tate	Martin Meza	Victor Trao
Dylan Embrich	Matt Bradshaw	Vong Men
Edgar Contreras	Matt Graham	Vincent Ngo
Feimeng Lor	Matt Simeone	
	Matt Thompson	
Diana Monaghan		
Vice President of Administration		





## PROCUREMENT OPTIONS

### Lease / Purchase

Cisco Leasing provides low monthly lease payments for 24-60 Months with possible deferment options.

### E-RATE/CMAS/NASPO/PEPPM

**E-Rate:** SPIN 143005880

#### PEPPM Contract

#### NASPO Contracts:

Cisco  
Ruckus/Arris  
HPE  
EMC  
Pure Storage  
Palo Alto Networks

#### CMAS Contracts:

APC	HP	Chatsworth
Arecont Vision	Nimble Storage	Corning
Aruba	Palo Alto Networks	General Cable
Avigilon	Pure Storage	Hitachi
Bosch	Rubrik	Leviton
Cisco	Ruckus Wireless	Ortronics
Cohesity	TrippLite	Panduit
EMC	Veeam	Superior Essex
Extron	VMware	Labor
Fortinet	Berk-Tek	

### Merced County FOCUS Contract

#### Merced County FOCUS Contract- FOCUS #2015109

The Fast Open Contracts Utilization Services (FOCUS) program, under State of California procurement guidelines (Gov. Code 25330-25338), is a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and State governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The multiple award FOCUS program is offered throughout California and nationally. The purpose of this FOCUS RFJVP is to provide the means for counties, cities, schools, special districts and other government entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power.

### SPURR Contract

#### SPURR Contract- Priority Two Form 470 ID's: 170049290, 170049302 – Non E-Rate (SMC-ER-031, SMC-TN-035)

The School Project for Utility Rate Reduction ("SPURR") is a Joint Powers of Authority formed in 1989 by California public school districts, county office of education, and community college districts pursuant to California Government Code Sections 6500-6536. Programs include Natural Gas, Electricity, Renewable Energy, Voice and Data Services, Telecom and more. SPURR and AMS.NET have entered into a SPURR Master Contract for specified Networking, VoIP and Virtualization products and services. Products such as Cisco Wireless, Cisco UCS and other Cisco products may be purchased using this contract when supporting a Cisco VoIP infrastructure. Participants utilize SPURR's E-Rate RFP and Form 470. Participants benefit from aggregated procurement transactions to obtain the best available pricing without having to post their own RFP and Form 470.

October 1, 2018

Ms. Diana Monaghan  
AMS.NET Inc.  
502 Commerce Way  
Livermore, CA 94551

**Subject: RENEWAL of AMS.NET Inc.'s California Multiple Award Schedule (CMAS)**

**CMAS Number:** 3-11-70-0291U, SUPPLEMENT NO. 7  
**CMAS Term Dates:** July 29, 2015 through September 4, 2023  
**Base GSA Schedule No.:** GS-35F-0563U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) for the term identified above. The CMAS has been awarded the same CMAS number as the original CMAS. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at [caleprocure.ca.gov](http://caleprocure.ca.gov). A complete CMAS consists of the following: 1) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 2) CMAS terms and conditions, 3) Federal GSA (or Non-GSA) terms and conditions, and 4) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

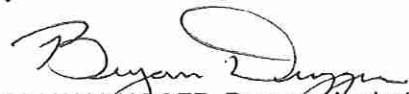
To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q3-2018 (JUL-SEP)**  
**DUE BY OCT 15, 2018.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to [www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx](http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx), then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at (916) 375-4391. Thank you for your continued cooperation and support of the CMAS Program.



BRYAN DUGGER, Program Analyst  
California Multiple Award Schedules Unit





State of California  
**MULTIPLE AWARD SCHEDULE**  
**AMS.NET Inc.**

CMAS NUMBER:	<b>3-11-70-0291U</b>
SUPPLEMENT NO.:	7
CMAS TERM DATES:	7/29/2015 through 9/04/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0563U
BASE SCHEDULE HOLDER:	SYNNEX Corporation

This CMAS provides for the resale of Cisco products and Cisco branded services. Supplier provides own installation and configuration services. Additional services sold under this contract will be provided by Cisco. (See page 2 for the specific brand and restrictions applicable to this CMAS.)

The purpose of this supplement is to renew this CMAS through 9-04-2023. In addition, this supplement replaces in its entirety AMS.NET Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 12-31-2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated March 15, 2018, and products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: [www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE SYNNEX CORPORATION GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

The services provided under this CMAS are only in support of the products covered by this CMAS.



**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

Effective Date: **10/01/2018**



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AMS.NET INC.  
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Cisco  
Data Commun- Component  
Data Commun- Equipment  
LANWAN-Component  
LANWAN-System  
LANWAN-Wireless Network

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Cisco Systems

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, training courses, Information Technology (IT) consulting services, electronic commerce and subscription services, and Order-Level Materials are not available under this CMAS.

**CMAS BASE CONTRACT**

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0563U (SYNNEX CORPORATION) with a GSA term of 9/05/2008 through 9/04/2023.

Replace "SYNNEX Corporation" with "AMS.NET Inc." where "SYNNEX Corporation" is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be either mailed, faxed, or emailed to the following:

**AMS.NET Inc.**  
502 Commerce Way  
Livermore, CA 94551  
Attn: Thomas Vasconi

Fax: (925) 245-6150  
E-mail: [tvasconi@ams.net](mailto:tvasconi@ams.net)

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Diana Monaghan**  
**Phone: (925) 245-6101**  
**E-mail: [dmonaghan@ams.net](mailto:dmonaghan@ams.net)**

**CALIFORNIA SELLER'S PERMIT**

AMS.NET Inc.'s California Seller's Permit No. is 097-642448. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: [cdtfa.ca.gov/](http://cdtfa.ca.gov/).

**CMAS PRICES**

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

10-30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:  
\$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: [www.dgs.ca.gov/pd/Programs/Delegated.aspx](http://www.dgs.ca.gov/pd/Programs/Delegated.aspx).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AMS.NET INC.  
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

**HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**ORDERING PROCEDURES**

**1. Purchase Orders**

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

**1. State Departments:**

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at [www.dgs.ca.gov/pd/Forms.aspx](http://www.dgs.ca.gov/pd/Forms.aspx) (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

**2. Local Governmental Departments:**

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AMS.NET INC.  
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

**4. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

AMS.NET Inc. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx) then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: [www.dgs.ca.gov/ofs/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Pricebook.aspx).

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AMS.NET INC.  
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

**PRODUCT INSTALLATION**

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**ELECTRONIC WASTE RECYCLING**

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:  
[www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx](http://www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx)

Information on the CALPIA E-Waste Program can be found at:  
[www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing](http://www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing)



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AMS.NET INC.  
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

The E-Waste Exemption Request Form EWR-F029 can be found at:

[www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption\\_EWR-F029.pdf](http://www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

**NOTE:** In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774.

**Bonds:** For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at [www.cslb.ca.gov](http://www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

AMS.NET Inc.'s California Contractor's License number is 763508. This is a Class C-7 license that is valid through 4/30/2020.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.



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**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.



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5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.



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**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: [www.dgs.ca.gov/ofs/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Pricebook.aspx).

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

AMS.NET Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**8. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.



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Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

**CONTRACTOR QUARTERLY REPORT PROCESS**

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.



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CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

A copy of a CMAS and supplements, if any, can be obtained at [caleprocure.ca.gov](http://caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

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**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND  
PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4365



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**ATTACHMENT A**

**ADA NOTICE**

**Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

- Sacramento Office: (916) 376-1891
- Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

- Voice 1-800-735-2922
- TTY: 1-800-735-2929



**ATTACHMENT B**

**CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Company Name: \_\_\_\_\_

CMAS Number: \_\_\_\_\_

For Questions Regarding This Report Contact:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Reporting Calendar Year: \_\_\_\_\_

Reporting Quarter:  Q1 (Jan-Mar)  Q2 (Apr-Jun)  Q3 (Jul-Sep)  Q4 (Oct-Dec)

Revision

**Check Here if No New Orders for This Quarter**

STATE AGENCY PURCHASES						
State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified S/BS): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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#### Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.





## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
  - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) **"Buyer"** means the State's authorized contracting official.
  - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
  - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
  - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
  - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
  - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).



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- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the Installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract,



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Integrated and functioning together, and performing in accordance with this Contract.

- oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
  - b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:**
- a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will



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not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
  - b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
  - c) Other Special Provisions;
  - d) Federal GSA (or other multiple award) terms and conditions;
  - e) Statement of work, including any specifications incorporated by reference herein; and
  - f) All other attachments incorporated in the Contract by reference.
12. **PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
    - i) show the number of the container and the total number of containers in the shipment; and
    - ii) the number of the container in which the packing sheet has been enclosed.
  - b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; Item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
  - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
  - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
  - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.



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15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Contract.
  - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
  - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
  - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- a) Samples of Items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
  - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
  - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
  - c) Unless otherwise specified in the Statement of Work:
    - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.



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- (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
  - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
- 21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
  - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
  - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.



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- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
  - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
  - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
  - (ii) The total of:
    - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
    - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
    - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
- 23. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
    - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
    - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
    - iii) Perform any of the other provisions of this Contract.
  - b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
  - c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
  - d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
    - (i) completed Deliverables,
    - (ii) partially completed Deliverables, and,
    - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
  - e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other



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materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

**24. FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

**25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the

Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

**26. LIMITATION OF LIABILITY:**

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to—costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.



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**27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

**28. INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in

triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

**30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

**32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

**33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

**34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without



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obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

**35. NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

**36. DOCUMENTATION**

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

**37. RIGHTS IN WORK PRODUCT:**

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or Improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this

Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
  - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
  - e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
  - b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.



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- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
- 39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
- 40. RIGHT TO COPY OR MODIFY:**
- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
- 41. FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
- 42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**
- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.
- 43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.



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Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i). The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating

Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

- (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

#### 44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this



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Contract. Contractor's failure to diligently proceed in accordance with the State's Instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

#### 45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or

- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

#### 47. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
  - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any



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- subject of such Technical Consulting and Direction;  
and
- (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.



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**51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

**52. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - (i) the assignee has not been injured thereby, or
  - (ii) the assignee declines to file a court action for the cause of action.

**53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and,
- (iv) penalties that may be imposed upon employees for drug abuse violations.

- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:

- (i) will receive a copy of the company's drug-free policy statement; and,
- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**55. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICAN WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.
- 62. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

### ADDITIONAL CMAS TERMS AND CONDITIONS

- 65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:** Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

### 66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
  - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements Included herein;
  - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
  - i) Labor
 

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty

(\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

- ii) Worker's Compensation Insurance
 

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
- iii) Travel and Subsistence Payments
 

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- iv) Apprentices
 

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
- v) Payroll
 

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.



## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

### 67. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
- c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. **CMAS -- Debarment Certification (Federally Funded Contracts):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

### 71. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an Independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

### 72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

### 73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

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If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. **CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT:** In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. **CMAS -- CONTRACTOR EVALUATION:** In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.



**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
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THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

### 1. Definitions

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- h) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.



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**Terms**

**2. SaaS AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

**3. DATA AVAILABILITY:** Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
  - 1) Acts or omission of Contractor;
  - 2) Acts or omissions of third parties working on behalf of Contractor;
  - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
  - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

**4. SaaS and DATA SECURITY:**

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
  - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
  - 2) Compliance with the following:
    - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
    - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
    - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
    - iv. Privacy provisions of the Federal Privacy Act of 1974;



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- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
  - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
  - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

**5. ENCRYPTION:** Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

**6. DATA LOCATION:** Unless otherwise stated in the Statement of Work and approved in advance in writing by:

- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

**7. RIGHTS TO DATA:** The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

**8. TRANSITION PERIOD:**

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.



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- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

**9. DATA BREACH:** Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
  - 1) The nature of the Data Breach;
  - 2) The Data accessed, used or disclosed;
  - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
  - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
  - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**10. DISASTER RECOVERY/BUSINESS CONTINUITY:** Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided



**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
STATE MODEL  
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS  
(Software as a Service)**

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to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:

- 1) The scale and quantity of the Data loss;
  - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
  - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
  - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

**11. EXAMINATION AND AUDIT:** In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
  - 1) Operating system/network vulnerability scans,
  - 2) Web application vulnerability scans,
  - 3) Database application vulnerability scans, and
  - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

**12. DISCOVERY:** Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.



## STATE MODEL

### CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

#### (Infrastructure as a Service and Platform as a Service)

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THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

#### 1. DEFINITIONS:

- a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.
- b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.
- c. "Individually Identifiable Health Information" means Information that is a subset of health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).
- e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.
- f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.



**STATE MODEL**  
**CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**  
**(Infrastructure as a Service and Platform as a Service)**

- j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.
- k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.
- l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.
- m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.
- n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

**2. DATA OWNERSHIP:**

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

**3. DATA PROTECTION:**

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

- a. In addition to the Compliance with Statutes and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:
- i. The California Information Practices Act (Civil Code Sections 1798 et seq).
  - ii. NIST Special Publication 800-53 Revision 4 or its successor.
  - iii. Privacy provisions of the Federal Privacy Act of 1974.
- b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.
- c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.
- d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.

**STATE MODEL**  
**CLOUD COMPUTING SERVICES SPECIAL PROVISIONS**  
**(Infrastructure as a Service and Platform as a Service)**

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- f. **(For PaaS Only) Encryption of Data at Rest:** The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

**4. DATA LOCATION:**

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

**5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:**

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

- a. **Security Incident Reporting Requirements:** Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.
- b. **Breach Reporting Requirements:** If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- c. **(For PaaS Only) Incident Response:** The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

**6. DATA BREACH RESPONSIBILITIES:**

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

- a. The Service Provider, unless otherwise set forth in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.
- c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.



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- d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions - Information Technology.

**7. NOTIFICATION OF LEGAL REQUESTS:**

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

**8. DATA PRESERVATION AND RETRIEVAL:**

- a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").
- b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.
- c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.
- d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.
- e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.
- f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.
- g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.
- h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

**9. BACKGROUND CHECKS:**

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

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**10. ACCESS TO SECURITY LOGS AND REPORTS:**

- a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.
- b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.
- c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

**11. CONTRACT AUDIT:**

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

**12. DATA CENTER AUDIT:**

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

**13. CHANGE CONTROL AND ADVANCE NOTICE:**

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

**14. SECURITY PROCESSES:**

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

**15. IMPORT AND EXPORT OF DATA:**

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

**16. RESPONSIBILITIES AND UPTIME GUARANTEE:**

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.



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**17. RIGHT TO REMOVE INDIVIDUALS:**

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

**18. BUSINESS CONTINUITY AND DISASTER RECOVERY:**

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

**19. WEB SERVICES:**

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.



# AMS.NET

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Sacramento Regional Office- 5008 Donovan Drive, Carmichael, CA 95608  
Southern California Regional Office- 12405 East Slauson Avenue, Unit K, Whittier, CA 90606

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# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 7. 21/22-5059- BOARD POLICY 5145.7, *SEXUAL HARASSMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 5145.7, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

#### Rationale:

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

#### 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. The policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval.

#### Additional Information:

A copy of the proposed policies are attached.

## ATTACHMENTS

- [BP 5145.7 Sexual Harassment.pdf](#)
- [5145.7 AR Sexual Harrassment.pdf](#)

### **SEXUAL HARASSMENT - PUPIL**

The Governing Board is committed to maintaining an educational environment that is free from harassment and discrimination. The Board prohibits, ~~at school or at school-sponsored or school-related activities,~~ sexual harassment ~~of targeted at any students by anyone other students, employees or other persons, at school or at school-sponsored or school-related activities.~~ The Board also prohibits retaliatory behavior or action against ~~any persons who reports, files a complaint, or testifyies about, assist or otherwise participate in the supports a complaint process established pursuant to this policy and the administrative regulation~~ in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 4119.11 - Sexual Harassment)  
(cf. 4219.11 - Sexual Harassment)  
(cf. 4319.11 - Sexual Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

(cf. 4119.11 - Sexual Harassment)  
(cf. 4219.11 - Sexual Harassment)  
(cf. 4319.11 - Sexual Harassment)  
(cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)

Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.3 - Uniform Complaint Procedures)



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

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

(cf. 5145.6 - Parental notifications)  
(cf. 4231 - Staff Development)

### **Instruction/Information**

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

(cf. 0450- Comprehensive Safety Plan)

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation.

#### Complaint Process

~~Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee.~~

~~Any school employee who is aware of any incident of sexual harassment involving a student shall report this to the principal or designee, whether or not the victim files a complaint.~~

~~In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who is aware of the incident shall report to the Superintendent or designee.~~

~~The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.~~

#### Disciplinary Measures Actions

~~Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is~~ Upon completion of an investigation of a sexual

harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4219.21 Professional Standards)

(cf. 4319.21 Professional Standards)

### Record-Keeping

In accordance with law and district policies and regulations, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action.~~

### Legal References

#### Revised:

Adopted: August 27, 2008

(Replaces: BP 5162.1 Sexual Harassment – Students)

(Adopted: February 1993)

## **SEXUAL HARASSMENT**

### **Definitions**

**Prohibited s**Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting, **when under any of the following conditions: (Education Code 212.5; 5 CCR 4916)**

1. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment.
2. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
3. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

**Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.**

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

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



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

### Examples of Sexual Harassment

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment under state and/or federal law, in accordance with the definitions above, include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions.
2. Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions.
3. Graphic verbal comments about an individual's body, or overly personal conversation.
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures or obscene gestures, or computer-generated pictures of a sexual nature.
5. Spreading sexual rumors.
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex gender class.
7. Massaging, grabbing, fondling, stroking or brushing the body.
8. Touching an individual's body or clothes in a sexual way.
9. Purposefully cornering Impeding or blocking normal movements or any physical interference with school activities when directed at an individual on the basis of sex.
10. Displaying sexually suggestive objects.
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

### Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

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(title or position)

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(address)

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(telephone number)

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(email)

Notifications

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

The district shall notify students and parents/guardians of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the district's sexual harassment policy and regulation shall

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building at each school site or other area where notices of district rules, regulations, procedures,

and standards of conduct are posted (Education Code 231.5)

3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6; 34 CFR 106.8)

~~2.~~ 5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

~~3. Be provided to employees and employee organizations.—~~

6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

7. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to students or parents/guardians (34 CFR

106.8)

The Superintendent or designee shall also post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

~~Investigation of Complaints at School (Site-Level Grievance Procedure)~~

- ~~1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:—~~
  - ~~a. The student who is complaining.—~~
  - ~~b. The person accused of harassment.—~~
  - ~~c. Anyone who witnessed the conduct complained of.—~~
  - ~~d. Anyone mentioned as having related information.—~~
- ~~2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.—~~
- ~~3. The principal or designee shall discuss the complaint only with the people described above. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:—~~
  - ~~a. The Superintendent or designee.—~~
  - ~~b. The parent/guardian of the student who complained.—~~
  - ~~c. If the alleged harasser is a student, his/her parent/guardian.—~~
  - ~~d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth.—~~
  - ~~e. Child protective agencies responsible for investigating child abuse reports.—~~
  - ~~f. Legal counsel for the district.—~~



- ~~4. When the student who complained and the alleged harasser so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.—~~
- ~~5. In reaching a decision about the complaint, the principal or designee may take into account:—~~
  - ~~a. Statements made by the persons identified above.—~~
  - ~~b. The details and consistency of each person's account.—~~
  - ~~c. Evidence of how the complaining student reacted to the incident.—~~
  - ~~d. Evidence of any past instances of harassment by the alleged harasser.—~~
  - ~~e. Evidence of any past harassment complaints that were found to be untrue.—~~
- ~~6. To judge the severity of the harassment, the principal or designee may take into consideration:—~~
  - ~~a. How the misconduct affected one or more students' education.—~~
  - ~~b. The type, frequency and duration of the misconduct.—~~
  - ~~c. The number of persons involved.—~~
  - ~~d. The age and gender of the person accused of harassment.—~~
  - ~~e. The subject(s) of harassment.—~~
  - ~~f. The place and situation where the incident occurred.—~~
  - ~~g. Other incidents at the school, including incidents of harassment that were not related to gender.—~~
- ~~7. The principal or designee shall write a report of his/her findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.—~~
- ~~8. The principal or designee shall give the Superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that~~

~~sexual harassment occurred, this report shall describe the actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.~~

- ~~9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.~~

## Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator. The report shall be made regardless of whether the alleged victim files a formal complaint or requests confidentiality.

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

### Enforcement

~~The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:~~

- ~~1. Removing vulgar or offending graffiti.~~
- ~~2. Providing staff inservice and student instruction or counseling.~~
- ~~3. Notifying parents/guardians of the actions taken.~~
- ~~4. Notifying child protective services.~~

~~5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.~~

### **Complaint Procedures**

All complaints and allegations of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to BP/AR 1312.3 - Uniform Complaint Procedures.

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

Revised:

Adopted: August 27, 2008

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 8. 21/22-5060- BOARD POLICY 5145.9, *HATE-MOTIVATED BEHAVIOR*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 5145.9, *Hate-Motivated Behavior*, 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 is presenting this policy for review and adoption.

#### Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. The policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval.

#### Budget Implication (\$ Amount):

#### Additional Information:

A copy of the proposed policy is attached.

## ATTACHMENTS

- [BP 5145.9 Hate Motivated Behavior.pdf](#)



**HATE-MOTIVATED BEHAVIOR**

The Governing Board is committed to providing a respectful, inclusive, and safe learning environment that protects students from discrimination, harassment, intimidation, bullying, or any other type of behavior that is motivated by hate. The Board prohibits, at school or at school-sponsored or school-related activities, hate-motivated behavior targeted at any student by anyone.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 5131.2 - Bullying)  
(cf. 5131.4 - Student Disturbances)  
(cf. 5137 - Positive School Climate)  
(cf. 5138 - Conflict Resolution/Peer Mediation)

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

(cf. 3515.4 - Recovery for Property Loss or Damage)  
(cf. 5131.5 - Vandalism and Graffiti)  
(cf. 5145.2 - Freedom of Speech/Expression)

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents in a timely manner when they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote an environment where diversity is celebrated and hate-motivated behavior is not tolerated. Such collaborative efforts shall focus on the development of effective prevention strategies and response plans, provision of

assistance to students affected by hate-motivated behavior, and/or education of students who have perpetrated hate-motivated acts.

Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

This policy shall be posted in a prominent location on the district's website in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

### **Students**

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes an understanding, awareness, appreciation, and respect for human rights, human relations, diversity, and acceptance in a multicultural society
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

(cf. 6142.9 - Comprehensive Health Education)

(cf. 6144 - Controversial Issues)

(cf. 6163.4 - Student Use of Technology)

(cf. 6173.1 - Education for Foster Youth)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

(cf. 5144 - Discipline)  
(cf. 5144.1 Suspension and Expulsion/Due Process)

### **Staff and Employees**

The Superintendent or designee shall provide staff with training that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods

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

4. Supports the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

(cf. 4131 - Staff Development)  
(cf. 5131 - Conduct)

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

**Complaints**

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is encouraged to report the incident to a teacher, the principal, the district's compliance officer, or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures or other applicable procedure. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5145.3 - Nondiscrimination/Harassment)

## Legal References:

**State**CALIFORNIA CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

EDUCATION CODE

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

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats of harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Civil rights; crimes

**Federal**



CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Prohibition of discrimination based on age

Management Resources:

CA OFFICE OF THE ATTORNEY GENERAL PUBLIC

Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

Bullying at School, 2003

U.S. DOE, OFFICE FOR CIVIL RIGHTS PUBLICATION

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

Dear Colleague Letter: Harassment and Bullying, October 2010

WEBSITE

California Association of Human Relations Organizations

California Office of the Attorney General

CSBA

U.S. Department of Education, Office for Civil Rights

California Department of Education

**ADOPTED:**

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 9. 21/22-5061- BOARD POLICY 6158, *INDEPENDENT STUDY*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policies 6158, *Independent Study*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

#### Rationale:

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

#### 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. The policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval.

#### Additional Information:

Copies of the proposed policies are attached.

## ATTACHMENTS

- [6158 AR Independent Study.pdf](#)
- [6158 BP Independent Study.pdf](#)

## **INDEPENDENT STUDY**

### **Definitions**

*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

### **Educational Opportunities**

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel
5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

#### Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value.



(Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school.  
(Education Code 51748)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

~~No student shall be required to participate in independent study. (Education Code 51747)~~

~~Students enrolling in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)~~ A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 51747.3)

~~No individual~~ A student with disabilities, as defined in Education Code 56026, ~~may~~ shall not participate in independent study unless their Individualized Education Program (IEP) specifically provides for such participation. (Education Code 51745)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51747)

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

~~No temporarily disabled student may receive exclusive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)~~

~~Services required to meet needs related to the disability would be met by the home~~

~~No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)~~

### ~~Criteria for Participation~~

~~Students who are interested in independent study should contact their school principal. Approval for participation shall be based on the following criteria:~~

- ~~1. Evidence that the student will work independently to complete the program;~~
- ~~2. Availability of experienced certificated staff with adequate time to supervise the student effectively.~~

### **Monitoring Student Progress**

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This

evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

### **Responsibilities of Independent Study Administrator**

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

### ~~Written Agreements and Assignments~~

~~A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)~~

~~The agreement shall include general student data, including the student's name,~~

~~address, grade level, birth date, school of enrollment, and program placement.~~

~~The written independent study agreement for each participating student shall include, but not be limited to, all of the following: (Education Code 51747; CCR 11700)~~

- ~~1. The manner, frequency, time, and place for submitting the student's assignments and for reporting their progress;~~
- ~~2. The objectives and methods of study for the student's work, and the methods used to evaluate that work;~~
- ~~3. The specific resources, including materials and personnel, that will be made available to the student;~~
- ~~4. The district's independent study policy describing the maximum length of time allowed between an assignment and its completion and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study;~~
- ~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one semester or one-half year for a school on a year-round calendar;~~
- ~~6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion;~~
- ~~7. A statement that independent study is an optional educational alternative in which no student may be required to participate;~~
- ~~8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement shall also include the statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction.~~

~~The curriculum and methods of study specified in the written agreement shall be consistent with the Board of Education's policies, administrative regulations, and procedures for curriculum and instruction. (5 CCR 11702)~~

~~The agreement also may include a schedule for achieving objectives and completing the agreement and a schedule of conferences between the student and supervising teacher.~~



~~Before beginning the independent study, each written agreement shall be signed and dated by the student, the parent/guardian of the student under 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student. (Education Code 51747; 5 CCR 11702)~~

~~The agreement shall state that the parent/guardian's signature confers their permission for the student's independent study as specified in the agreement.~~

#### ~~Student Rights and Responsibilities~~

~~Students participating in independent study shall have the right, continuously, to enter or return to the regular classroom mode of instruction.~~

~~Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant. However, the independent study administrator shall promptly and directly address any failure by the student to meet the terms of their written agreement. The following supportive strategies may be used:~~

- ~~1. A letter to the student and/or parent/guardian, as appropriate;~~
- ~~2. A special meeting between the student and the teacher and/or counselor;~~
- ~~3. A meeting between the student and the administrator, including the parent/guardian if appropriate;~~
- ~~4. An increase in the amount of time the student works under direct supervision.~~

~~When the student has missed the number of assignments specified in Board policy as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation which may result in termination of the independent study agreement, with the student's return to a regular classroom or alternative instructional program.~~

#### ~~Administration of Assignment and Responsibilities of Independent Study Teachers~~

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a ~~certificated~~ district employee who possesses a valid certification document pursuant to Education code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education

programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the independent study administrator teacher shall be to include, but are not limited to:

- ~~1. Ensure that the district's independent study option is operated in accordance with law, Board Policy, and Administrative Regulation, and is substantially equal in quality and quantity to the classroom instruction.—~~
- ~~2. Approve the participation of students requesting independent study.—~~
- ~~3. Facilitate the completion of written independent study agreements.—~~
- ~~4. Approve all credits earned through independent study supervised at a location apart from the student's regular school and forward the information to the appropriate staff so that the information becomes part of the student's record.—~~
- ~~5. Authorize the selection of certificated staff assigned as independent study teachers.—~~
- ~~6. Supervise any staff assigned to independent study functions who are not regularly supervised by another administrator.—~~
- ~~7. Complete or coordinate the preparation of all necessary records and reports required by law, Board Policy, or Administrative Regulation.—~~
- ~~8. Monitor enrollment in independent study to stay within prescribed limits and to maximize income to the district without compromising the educational quality of independent study.—~~
- ~~9. Develop and manage the budget for independent study.—~~
- ~~10. Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs.—~~
- ~~11. Prepare and submit reports as required by the Board or Superintendent.—~~
- ~~12. Assure a smooth transition into and out of the independent study mode of instruction.—~~

~~Assignment and Responsibilities of Independent Study Teachers~~

~~Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)~~

~~The independent study administrator shall approve the assignment of any teachers who directly supervise independent study on a regular basis. The principal may recommend teachers or students for independent study. The teacher may be the student's regular classroom teacher, particularly for elementary students.~~

~~Independent study teachers shall:~~

- ~~1. Complete~~ Completing designated portions of the written independent study agreement and signing the agreement. ~~add additional information to the written agreement when appropriate.~~
- ~~2. Supervise~~ Supervising and ~~approve~~ approving coursework.
- ~~3. Design all lesson plans and assignments.~~ Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due.
- ~~4. Assess all student work and determine and assign grades or other approved measures of achievement.~~ Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for audit Purpose" in the accompanying Board Policy.
- ~~5. Personally judge the time value of assigned work or work products completed and submitted by the student.~~ Providing direct instruction and counsel as necessary for individual student success.
- ~~6. Select and save with each agreement representative samples of the student's completed and evaluated assignments for each student on not less than a monthly basis, preferably biweekly.~~ Regularly meeting with the student to discuss the student's progress.
- ~~7. Sign and complete the agreement when the student has reached their objectives or the agreement is terminated.~~ Determining the time value of assigned work or work products completed and submitted by the student.
- ~~8. Maintain records of student assignments showing the date the assignment is given and the date the assignment is due.~~ Assessing student work and assigning grades or other approved measures of achievement.

9. ~~Provide direct instruction and counsel as necessary for individual student success. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program.~~
10. ~~Regularly meet with the student to discuss the student's progress.~~

~~When appropriate, independent study teachers shall determine and assign grades or other approved measures of achievement.~~

#### ~~Records~~

~~District records shall identify all students participating in independent study and shall specify the grade level, program placement and school in which each of these students is enrolled. (Education Code 51748)~~

~~Each school shall maintain records for the students at that school.~~

~~Records shall be maintained for audit purposes and shall include the following: (5 CCR 11703)~~

1. ~~A copy of the Board Policy, Administrative Regulation, and other procedures related to independent study.~~
2. ~~A separate listing of the students by grade level, program and school, who have participated in independent study, identifying units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and identifying course credits attempted by and awarded to students in grades 9-12 and in adult education, as specified in their written agreements.~~
  3. ~~A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that they have personally evaluated the work or that they have personally reviewed the evaluations made by another certificated teacher.~~
4. ~~A daily or hourly attendance register, as appropriate to the program in which the students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.~~

~~The district also shall maintain a record of grades and other evaluations issued to~~



~~each student for independent study assignments.~~

~~A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in the Board policy shall be treated as a mandatory interim student record, which shall be maintained for three years from the date of the evaluation. (Education Code 51747)~~

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

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### **INDEPENDENT STUDY**

~~The Governing Board recognizes its responsibility for the education of all pupils in the school system.~~ The Board of Education authorizes Independent Study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the ~~by which all enrolled pupils may achieve curriculum objectives and fulfill graduation requirements in a setting other than the~~ regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, Independent Study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Student participation in independent study shall be voluntary except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

(cf. 5112.3 - Student Leave of Absence)  
(cf. 5113 - Absences and Excuses)

~~1. The primary purpose for Independent Study is to offer a means of individualizing the education plan for pupils whose needs may be met best through study outside the regular classroom setting. Independent Study may be used by all pupils who are motivated to achieve educationally as well as or better than they would in the~~

~~regular classroom.—~~

- ~~a. No pupil shall be required to participate in Independent Study. All students shall have the alternative choice of classroom instruction.—~~
- ~~b. No course required for high school graduation by the State or the Monrovia Unified School District governing board or admission into the University of California or California State University system shall be offered exclusively through Independent Study.—~~
- ~~c. No individual with exceptional needs as defined in Education Code Section 56026 may participate in Independent Study unless their Individualized Education Program (IEP) specifically provides for that participation, or IEP is supported by dual enrollment.—~~
- ~~d. No temporarily disabled pupil may receive individual instruction pursuant to Education Code Section 48206.3 through Independent Study. However, if the temporarily disabled pupil's parent or guardian and the district agree, the pupil may receive instruction through Independent Study instead of receiving the "home and hospital" instruction provided pursuant to Education Code Section 48206.3.—~~
- ~~e. Before signing a written agreement for Independent Study, a pupil, or their parent or guardian if the pupil is less than 18 years of age, may request a parent-pupil-educator conference, during which they may ask questions about educational options, that may include academic and nonacademic supports that will be made available to participating students, and the curriculum offerings. The district will conduct conferences by phone, videoconference, in person, or a school meeting.—~~
- ~~f. The District shall provide appropriate existing services and resources to enable pupils to complete their Independent Study successfully. The District will provide all supports to all pupils in the school, including providing equipment and internet connectivity supports.—~~
- ~~g. Pupils at the elementary level who request Independent Study, together with their parents or guardians, should recognize that Independent Study at the elementary level must emphasize a commitment on the part of the pupils' parent(s) or guardian. At the secondary level, the pupil must make the major commitment and must be assisted or supported, as necessary, by parents and others who may help directly with instruction.—~~
- ~~h. Students who request to return to in-person instruction, or have been identified as needing to return to in-person instruction by the general supervising teacher, from Independent Study shall be accommodated in no case later than five (5) instructional school days at their home school or another school within the district. This return will involve a transition meeting with the Independent Study—~~

~~supervising teacher and administrator, the in-person classroom teacher, and on-campus counselor. The transition meeting will include reviewing academic progress summary and input from the Independent Study teacher of record. It may be determined at this meeting if partial credits need to be awarded to ensure progress toward graduation.—~~

### **General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060



2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

## ~~2. Daily Live and Synchronous Instruction~~

~~Pupils enrolled in the Monrovia Unified School District's Independent Study program will participate in both the "Live interaction" and "Synchronous instruction." Daily live interaction may be between the student and MUSD classified or certificated staff, and may include peers, and is provided for the purpose of maintaining school connectedness, including but not limited to: wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person or in the form of internet or telephonic communication. Synchronous instruction is classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications and involving live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.~~

~~Pupils in Independent Study will have the opportunity to participate in Live interaction and Synchronous instruction in accordance with law at each grade level throughout the school year, or until they disenroll from the program, as follows:~~

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades Transitional Kindergarten, Kindergarten, and grades 1 to Grade 3, opportunities for daily synchronous instruction;

2. For students in Grades 4 to 8, opportunities for both daily live interaction and at least weekly synchronous instruction;
3. For students in Grades 9 to 12, opportunities at least weekly synchronous instruction.

### ~~3. Satisfactory Educational Progress~~

~~The satisfactory educational progress for each pupil enrolled in Independent Study will be determined by all of the following:—~~

- ~~a. The pupil's achievement and engagement in the program, as indicated by their performance on applicable pupil-level measures of pupil achievement and engagement pursuant to paragraphs (4) and (5) of subdivision (d) of Education Code Section 52060.—~~
- ~~b. The completion of assignments, assessments, or other indicators that evidence the pupil is working on assignments.—~~
- ~~c. Learning required concepts, as determined by the supervising teacher.—~~
- ~~d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.—~~

### ~~4. Written Agreement and Contracts~~

- ~~a. The Superintendent or designee shall ensure that the District executes a written Independent Study agreement with each participating pupil as prescribed by law. Individual Independent Study agreements and any subordinate contracts and assignments must be consistent with the District's adopted course of study.— Independent Study agreements shall be signed, before the commencement of the program, by the pupil or by the pupil's parent or legal guardian, if the pupil is less than 18 years of age, the school official who is designated as having responsibility for the general supervision of the Independent Study program, and all persons who will have direct responsibility for providing assistance to the pupil. Written agreements may be signed by all required parties electronically in compliance with state requirements.—~~
- ~~b. The Superintendent shall establish appropriate screening procedures to ensure that the necessary levels of understanding and preparation exist to meet the conditions of the Independent Study agreement before its approval by the designated certificated representative of the District.—~~
- ~~c. The written agreement will include a statement that articulates the academic and other supports that will be provided to students who are not performing at grade—~~

~~level, or need support in other areas.~~

- ~~d. Connectivity support and District devices will be made available to participating pupils, and pupils will have access to support personnel who can provide maintenance and functionality of devices and connectivity, and who will provide training on using MUSD purchased software platforms, or other technology-based aspects of the Independent Study program.~~
- ~~e. For pupils in Limited and Comprehensive Independent Study, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 20 days for the pupils in kindergarten through grade 12.~~

~~When special or extenuating circumstances justify a longer time for individual pupils, the Superintendent or designee may approve a period for completion of assigned work not to exceed eight weeks, pursuant to a written request with justification.~~

- ~~1) When any pupil fails to complete three consecutive Independent Study assignments during any period of 20 school days, or misses two appointments without valid reasons, is not making satisfactory educational progress pursuant to paragraph (2) of subdivision (b) of Education Code Section 51747, or is demonstrating the need for mental health support that can best be provided on a school campus, the Superintendent or designee shall conduct an evaluation to determine whether the pupil should be allowed to continue in Independent Study. A written record of the findings of any evaluation conducted pursuant to this policy shall be maintained in the pupil's permanent record.~~
- ~~2) The Superintendent or designee shall report to the Board the number of pupils in Independent Study by typical categories of study and duration; the ADA generated; a description of the students' performance on those indicators of quality which the Board may specify; and the number and proportion of pupils, by typical categories, who graduate or successfully complete their studies.~~
- ~~3) The Superintendent or designee shall establish regulations to implement this policy in accordance with law.~~

~~Notification of a pupil's academic progress will be reported and communicated to the pupil, or the pupil's parent or guardian if the pupil is less than 18 years of age, as described in the written agreement. Notification will be issued by written, telephonic, or other forms of direct communication.~~

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following:  
(Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to



students participating in an independent study program for 15 school days or more.  
(Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and re-enrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~f. If a student fails to complete assignments or is not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of their written agreement, the supervising teacher and administrator will initiate tiered re-engagement strategies designed to promote attendance in synchronous instruction and participation in live-interaction as well as increase the regular, on-time submission of student work~~

~~that reflect progress toward grade-level standards competency. Re-engagement strategies will include but are not limited to:-~~

- ~~1) Meetings between the family and school staff to determine the best manner to reengage the student in the Independent Study program;-~~
- ~~2) SST (Student Support Team) meetings to examine student achievement data as well as teacher of record and supervising teachers' professional evaluation of the student's strengths and areas of growth;-~~
- ~~3) Based on SST, referral to MTSS (Multi-Tier System of Support) systems of support for targeted intervention in the identified area of need;-~~
- ~~4) Referral to school-based mental health services;-~~
- ~~5) Additional training for Independent Study teachers;-~~
- ~~6) Home visits, using Child Welfare and Attendance support;-~~
- ~~7) Technology check to ensure digital access is supported by all means possible;-~~
- ~~8) Connecting the family to Community Liaison support personnel;-~~
- ~~9) Transitioning student back to home school site for more support.-~~

~~Designated district staff will notify pupils, or their parents or guardians if the pupil is less than 18 years of age, of the lack of participation within one school day of an absence or lack of participation in the pupil's program. Notification will be issued by written, telephonic, or other forms of direct communication.-~~

### **Master Agreement**

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

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

(cf. 5125 - Student Records)

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports

(cf. 5147 - Dropout Prevention)

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.

(cf. 6000 - Concepts and roles)

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades K-12



shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

(cf. 6011 - Academic Standards)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

(cf. 6143 - Courses of Study)

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

(cf. 5111.1 - District Residency)

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These

procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

(cf. 6146.1 - high School graduation Requirements)

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

(cf. 3260 - Fees and Charges)

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

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

14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.

(cf. 6159 - Individualized Education Program)

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.



**Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

### **Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a re-engagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### **Records**

The Superintendent or designee shall ensure that records are maintained for audit

purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)



(cf. 3580 - District Records)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison, to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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Legal Resources:

#### **STATE**

#### **CALIFORNIA CODE OF REGULATIONS, TITLE 5**

11700-11703 Independent Study

#### **EDUCATION CODE**

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers

46200-46208 incentives for longer instructional day and year

46300-46307.1 Methods of computing average daily attendance  
47612-47612.1 Charter School Operation  
47612.5 charter school operations, general requirements  
48204 Residency requirements for school attendance  
48206.3 Home or hospital instruction; students with temporary disabilities  
48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
49011 Student fees  
51225.3 High school graduation  
51745-51749.6 independent study  
52522 Adult education alternative instructional delivery  
52523 Adult education as supplement to high school curriculum; criteria  
56026 individual with exceptional needs  
58500-58512 Alternative schools and programs of choice

## **FEDERAL**

### UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

## **MANAGEMENT RESOURCES**

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATION

California Digital Learning Integration and Standards Guidance, April 2021

Elements of Exemplary Independent Study

### COURT DECISION

Modesto City Schools v. Education Audits Appeal panel, (2004) 123 Cal.App.4th 1365

### WEBSITE

California Consortium for independent Study

California Department of Education, Independent Study

Education Audit Appeals Panel

Revised:

Revised: August 13, 2021

Revised April 20, 2011

Revised: September 24, 2008

Revised: September 2000

Amended: March 1997

Amended: February 1994

Adopted: April 1979

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### 10. 21/22-5062 - BOARD POLICY 7310, *NAMING A FACILITY*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading, Board Policy 7310, *Naming 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 its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

#### Background:

School districts receive regular policy updates from California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This revised policy is updated as recommended by CSBA as Board Policy 7310, Naming or Renaming a Facility. This policy has been reviewed by the appropriate stakeholders prior to presenting it for Board review and approval.

#### Additional Information:

A copy of the proposed policy is attached.

## ATTACHMENTS

- [BP 7310 - Naming a Facility \(1st read\).pdf](#)

### **NAMING OF FACILITY**

The ~~Governing~~ Board of Education shall name ~~new schools or individual buildings~~ district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

1. Individuals, living or deceased, ~~and entities who~~ that have made outstanding contributions ~~that have had a significant, lasting, and memorable impact on the school, school district,~~ county, or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. ~~Individuals, living or deceased, and entities that have provided significant funding for a physical facilities project, including construction or renovation of a facility, building, or site~~
- 3.4. The geographic area in which the school or building is located

The renaming of existing ~~district~~ 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. Suggestions for selecting names shall be made to the Superintendent and must include a clear rationale, detailed background, and other pertinent information. The Superintendent shall carefully review all suggestions and share them with the Board for its consideration.~~

~~Any name adopted for a school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.~~

#### ~~Naming a Facility for an Individual~~

~~The Board of Education shall neither consider nor act upon naming any district schools and other district-owned or leased buildings, grounds, and facilities in recognition of a living individual who was employed by the school district until a period of twenty-four (24) months has passed since the individual's employment with the district ceased.~~

~~The Board of Education shall neither consider nor act upon naming any district schools and other district-owned or leased buildings, grounds, and facilities in recognition of an individual who is deceased until a period of twenty-four (24) months has passed since the individual's death.~~



With the exception of schools, other district-owned or leased buildings, grounds, and facilities that are named or renamed after an individual shall be in effect for a period of no more than ten years after adoption by the Board. In order to provide opportunities for additional individuals to be recognized, the Board may consider renaming such facilities after another individual in accordance with the provisions above. If the Board decides to make a change, it may identify an alternate method for continuing to recognize in perpetuity the previous individual for which the building or facility was previously named for. Upon adoption of this policy, the Superintendent shall prepare a list of existing facilities that have been named for an individual that includes the date the name was adopted and share it with the Board.

### Memorials

~~Upon request, the Board shall consider naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members who are deceased.~~

Upon request, the Board may consider planting commemorative trees, erecting monuments, or the like in memory of the contributions of students, staff members, community members, or benefactors of the district who are deceased. Likewise, in accordance with all of the provisions above, the Board may consider naming or dedicating buildings, parts of buildings, or athletic fields in their memory. Requests shall be made to the Superintendent and must include a clear rationale, detailed background, and other pertinent information. The Superintendent shall carefully review all requests and share them with the Board for its consideration.

### 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 part of a building.~~

Revised: February 23, 2022

~~Adopted: October 24, 2007~~

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### **11. 21/22-5063 - CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY ELECTION, SUBREGION 23-A**

#### **RECOMMENDATION**

The Board of Education will discuss nominating a delegate to represent Subregion 23-A, in the California School Boards Association (CSBA) Delegate Assembly, to serve a two-year term commencing April 1, 2022, through March 31, 2024.

#### **Rationale:**

The California School Boards Association (CSBA) Delegate Assembly meets twice each year. The assembly sets CSBA's general policy direction and fulfills a critical governance role within the association. Delegates act as liaisons between CSBA and local board members in their regions, as well as other delegates and the CSBA director for their region. Delegates serve two year terms that begin April 1st.

#### **Background:**

The Delegate Assembly is a vital link in the CSBA governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. The Delegate Assembly provides policy direction for the association, elects officers and directors, and ensures that the association reflects the interests of school districts and county offices of education. The Delegate Assembly consists of more than 270 elected board members from CSBA's 21 geographic regions: - 34 members of the Board of Directors - Past presidents of CSBA serving on local school boards - The immediate past president of the California County Boards of Education As described in Article III, Section 1, of CSBA's Bylaws, the Delegate Assembly has the following powers and duties: - Adopt the policy platform every two years. The policy platform provides a broad framework for implementing the association's vision, mission and strategic directions, and as such guides the association's policy and political leadership activities - Adopt policies and positions as needed to supplement the policy platform - Provide testimony or input on critical issues during special hearings at Delegate Assembly meetings - Elect the association's officers and Board of Directors - Serve on standing committees, councils, task forces, and focus groups - Adopt the corporate bylaws - Provide two-way communication with local board members - Provide advocacy on behalf of children, public education, school boards and the Association - Support and participate in the association's activities and events.

#### **Additional Information:**

A copy of the 2022 Delegate Assembly Ballot is attached.

## ATTACHMENTS

- [2022 Delegate Assembly Ballot.pdf](#)

**REQUIRES BOARD ACTION**

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT  
SUBREGION 23-A  
(Los Angeles County)

Number of seats: 2 (Vote for no more than 2 candidates)

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*Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024*

*\*denotes incumbent*

Kimberly Kenne (Pasadena USD)

Shant Sahakian (Glendale USD)

Gary Scott (San Gabriel USD)\*

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*Provision for Write-in Candidate Name*

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*School District*

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*Signature of Superintendent or Board Clerk*

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*Title*

---

*School District Name*

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*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*



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**REGION 23 – 11 Delegates (11 elected)**

**Director: Helen Hall (Walnut Valley USD)**

**Below is a list of all elected or appointed Delegates from this Region.**

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**Los Angeles County: San Gabriel Valley & East Los Angeles**

**Subregion 23-A**

Jennifer Freemon (Glendale USD), term expires 2023  
Gregory Krikorian (Glendale USD), term expires 2022  
Zahir Robb (South Pasadena USD), term expires 2023  
Gary Scott (San Gabriel USD), term expires 2022

**Subregion 23-B**

Florencio Briones (El Monte Union HSD), term expires 2023  
Adam Carranza (Mountain View ESD), term expires 2023  
Elizabeth Rivas (El Monte City SD), term expires 2022

**Subregion 23-C**

Cory Ellenson (Glendora USD), term expires 2022  
Steven Llanusa (Claremont USD), term expires 2022  
Christina Lucero (Baldwin Park USD), term expires 2023  
Eileen Miranda Jimenez (West Covina USD), term expires 2023

<b>County</b>
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Los Angeles
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# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### **12. 21/22-5064 - BOARD DISCUSSION ON LETTER OF SUPPORT FOR SENATE BILL 830 (SB 830)**

#### **RECOMMENDATION**

The Board of Education will discuss penning a letter of support for SB 830, that would base state funding for school district's on total enrollment, rather than daily attendance.

#### **Rationale:**

Senate Bill 830, proposes providing supplemental funding to local education agencies (LEAs), based on Average Daily Membership (enrollment-based funding), which is the most equitable method to fund schools. Existing law establishes a public school financing system that requires state funding for county superintendents of schools, school districts, and charter schools to be calculated pursuant to a local control funding formula, as specified, that includes average daily attendance as a component of that calculation for local educational agencies.

#### **Background:**

California has been using the Average Daily Attendance (ADA) method for calculating school funding for more than five decades. ADA is the total attendance divided by the number of school days in session. Only days in which a student is under the guidance and direction of certificated teachers are counted. ADA is always equal to or less than enrollment because students may be absent (whether excused or unexcused). Average Daily Membership (ADM) is the current counting method used by most states. ADM is an average of the number of students enrolled in the public school system over a period of time. Some states take an enrollment census over a period of a certain number of days during the school year, and some count every instructional day.

#### **ATTACHMENTS**

# Agenda Item Details

Meeting Date: 2022-02-23 18:30:00

## AGENDA ITEM TITLE:

### **13. 21/22-5065 - BOARD DISCUSSION ON LETTER TO LOS ANGELES COUNTY BOARD OF SUPERVISORS REGARDING COUNTY PUBLIC HEALTH ORDERS**

#### **RECOMMENDATION**

The Board of Education will discuss penning a letter to the Los Angeles County Board of Supervisors requesting that County public health orders affecting schools fully align with state requirements and not be more restrictive.

#### **Rationale:**

Throughout the pandemic, the California Department of Public Health has issued health guidelines for schools and school districts to follow in order to mitigate the spread of COVID-19. The Los Angeles County Department of Public Health issues its own orders that often do not align fully with CDPH's or are more restrictive. This has resulted in the Monrovia Unified School District and other Los Angeles County School Districts having to implement and adhere to protocols that are not required by the State of California and that break from approaches in neighboring counties.

#### **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
<b>Cyclical Reports</b>		
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
<b>Cyclical Reports (continued)</b>		
<p>Student Achievement: standards &amp; plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>4/13/22: • CTE Pathways          • CELC Program Report          • Carl Perkins Application          • Outdoor Education Program Report</p> <p>4/27/22 • Village Program Report          • Skills USA Student Recognition          • Dual Immersion Program Report</p> <p>5/25/22 • Class of 2022 Report          • Homeless &amp; Foster Youth Report</p> <p>6/9/22: • Annual LCAP Public Review          • Multiple Measures Report w/ LCAP data          • GATE Program Report</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.	March 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
<b>Cyclical Reports (Continued)</b>		
Budget/ Enrollment/Staffing	<p><b><u>2021-22 Budget Preparation Calendar:</u></b></p> <ul style="list-style-type: none"> <li>• Mar. 9, 2022: 2021-22 Second Interim Budget Report</li> <li>• Mar. 9, 2022: 2022-23 Budget based on Governor’s January Budget Proposals</li> <li>• April 27, 2022: 2021-22 P-2 Student Attendance Rpt</li> <li>• May 25, 2022: 2022-23 Governor’s May Budget Revision (Informational Report)</li> <li>• June 9, 2022: 2022-23 Adopted Budget Public Hearing</li> <li>• June 22, 2022: 2022-23 Budget Adoption</li> </ul>	
Board Walks (Board site visits)	<p>Secondary schools have been scheduled for:</p> <ul style="list-style-type: none"> <li>• Clifton MS – March 2, 2022</li> <li>• COHS/MP – March 3, 2022</li> <li>• Santa Fe CSMS – March 16, 2022</li> <li>• MHS – TBD</li> </ul>	Elementary schools will be visited in the 2022-23 school year
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 & Staffing Report 2/23/22	Next report Spring 2022

<b>Issue/Question/Request</b>	<b>Status</b>	<b>Next steps</b>
	<b>Long Range Plans</b>	
Legislative Policy	<ul style="list-style-type: none"> <li>Review legislative policy changes/updates</li> <li>Special Education funding</li> </ul>	2021-22
MUSD Marketing	<ul style="list-style-type: none"> <li>Receive guidelines on how to focus marketing efforts</li> </ul>	2021-22
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> <li>Receive recommendations about the Facilities Master Plan needs assessment</li> </ul>	Facilities Advisory Committee will convene in Spring
Solar Panel Options	<ul style="list-style-type: none"> <li>Revisit solar panel options throughout the District</li> </ul>	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> <li>Status report on the results of the Prop 68 grant</li> </ul>	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> <li>Discuss efforts of lobbyist group on behalf of the District</li> </ul>	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> <li>Receive update on the status of the program</li> </ul>	End of 2021-22 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> <li>Plans to create a “safety corridor” in and around school sites with the assistance of MPD</li> </ul>	Plan has been developed and is posted on the District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> <li>Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation</li> </ul>	Status update to be provided throughout the year
Expansion of District School Bus Program	<ul style="list-style-type: none"> <li>Receive update on the expansion of the district school bus program to combat chronic absenteeism</li> </ul>	Progress report to be received in Spring 2022

<b>Issue/Question/Request</b>	<b>Status</b>	<b>Next steps</b>
	<b>Long Range Plans</b>	
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