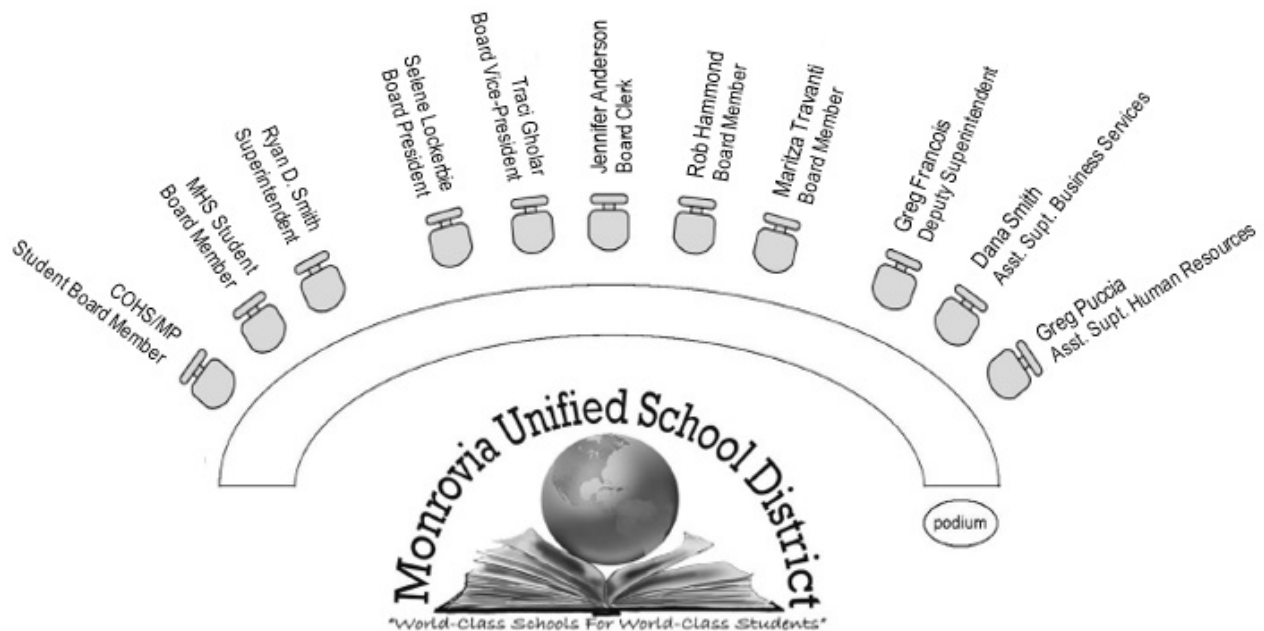




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair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



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



MONROVIA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

325 E. Huntington Drive Monrovia, California 91016

BOARD OF EDUCATION CLOSED SESSION

Wednesday, August 24, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, August 24, 2022

6:30 p.m. - Board Room

A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING (5:30 p.m.)

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

1. Meeting called to order by presiding chairperson, _____ at _____ pm.
2. Pledge of Allegiance by Santa Fe Computer Science Magnet School - Geoff Zamarripa, Principal
3. Roll Call:

Selene Lockerbie, Board President _____	Ryan D. Smith, Superintendent _____
Traci Gholar, Board Vice-President _____	Gregoire Francois, Deputy Supt. _____
Jennifer Anderson, Board Clerk _____	Dana Smith, Asst. Supt. Bus. Svcs. _____
Rob Hammond, Board Member _____	Greg Puccia, Asst. Supt. HR _____
Maritza Travanti, Board Member _____	
Student Board Member (insert) _____	

E. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.
2. Approve the Minutes of the Regular Board of Education Meeting on August 10, 2022. Motion by _____, seconded by _____, Vote _____
Board Member Travanti _____, Board Member Hammond _____, Board Member Anderson _____, Board Member Gholar _____, Board President Lockerbie _____
[BM_Min 08102022.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports
2. Report from the Superintendent

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

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

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

2. Public Comments for items on the Open Session Agenda

H. STAFF PRESENTATIONS

1. PUBLIC INFORMATION OFFICER UPDATE (*Gustavo Olguin, Public Information Officer*)

The Board of Education will receive a presentation highlighting the parent and community outreach work of the Public Information Officer.

[Board Presentation - Communication.pdf](#)

2. VISUAL AND PERFORMING ARTS (Patrick Garcia, Director, Performing Arts)

The Board of Education will receive a presentation on visual and performing arts across our schools.

[Visual and Performing Arts Board Presentation 8-24-2022.pdf](#)

3. SUMMER SCHOOL (Greg Francois, Deputy Superintendent)

The Board of Education will receive a presentation on our Summer School programs.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

Motion by _____, seconded by _____ Vote _____

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

Board Member Gholar __, Board President Lockerbie _____

EDUCATIONAL SERVICES

1. 22/23-1016 - AGREEMENT FOR PROFESSIONAL SERVICES WITH LINKS SIGN LANGUAGE AND INTERPRETING SERVICES

The Board of Education is requested to ratify an agreement for professional services with LiNKS Sign Language and Interpreting Services. The agreement will be in effect from August 1, 2022, to June 30, 2023.

[LiNKS SACOI 22-23.pdf](#)

2. 22/23-1017 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

The Board of Education is requested to ratify a non-public school/agency Master Contract with Logan River Academy as detailed in Master Contract Report #3 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

[Master Contracts - Report 3.pdf](#)

3. 22/23-1020 - AUTHORIZATION TO APPLY FOR CONSOLIDATED APPLICATION FUNDS FOR THE 2022/23 FISCAL YEAR

The Board of Education is requested to authorize the Superintendent to apply for Consolidated Application funds for the 2022/23 fiscal year and certify district compliance with the assurances in the application.

[Consolidated_Application_2022-23.pdf](#)

4. 22/23-1021 - FINAL SETTLEMENT AGREEMENT

The Board of Education is requested to ratify a Final Settlement agreement in regards to Student No. 9291932245 dated August 9, 2022.

[Settlement Agreement Report 2.pdf](#)

BUSINESS SERVICES

5. 22/23-2024 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$871,352.65 issued July 22, 2022, through August 5, 2022, and payments in the amount of \$1,612,256.54, issued July 28, 2022, through August 11, 2022.

[BA Item 2024\(b-c\) Purchase Order Rpt 8-24-22.pdf](#)

6. 22/23-2025 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 5 through No. 7, deposited July 29, 2022, through August 11, 2022, for a total amount of \$970,703.28.

[BA Item 2025\(b-d\) Deposit Rpts #5-7 8-24-22.pdf](#)

7. 22/23-2027 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-02.

[Acceptance of Gifts #2023-02 08-24-22.pdf](#)

8. 22/23-2028 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #3 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts No. 3.pdf](#)

9. 22/23-2029 - LEASE AGREEMENT WITH TZU CHI

The Board of Education is requested to approve the Lease Agreement with Buddhist Tzu Chi Foundation for use of classrooms at Clifton Middle School.

[BA Item 2029\(b\) Lease Agreement with Buddhist Tzu Chi Foundation 8-24-22.pdf](#)

HUMAN RESOURCES

10. 22/23-3011 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #3.

[2022-08-24_Personnel_Report_3.pdf](#)

11. 22/23-3012 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education is requested to approve Travel and Conference Report #3.

[08242022TravelConference.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 22/23-1018 - AGREEMENT WITH FOOD ED

The Board of Education is requested to approve an agreement with Food ED for an in-person STEAM Garden and Food Science program at each of the five (5) elementary school sites for the 2022/23 school year.

Motion by _____, seconded by _____ Vote _____

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

[Food ED Primary Contract 22-23v2 Signed - 20220809.pdf](#)

2. 22/23-1019 - DISTRICT MEMBERSHIP WITH MYSTERY SCIENCE

The Board of Education is requested to approve a quote from Mystery Science, a part of Discovery Education, for the 2022-23 SY. District membership is valid through June 30, 2023.

Motion by _____, seconded by _____ Vote _____

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

[Quote - Mystery Science.pdf](#)

[Terms - Mystery Science.pdf](#)

3. 22/23-1023 - ELEVO CONSULTANT AGREEMENT FOR VILLAGE EXTENDED SCHOOL PROGRAMS

The Board of Education is requested to approve a Consultant Agreement with Elevo for the Village Extended School Programs.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____
[Elevo - ELOP Consultant Agreement - 20220824.pdf](#)

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

4. 22/23-2030 - AGREEMENT WITH USA ALARM SYSTEMS, INC. TO INSTALL CAMERAS AT SANTA FE COMPUTER SCIENCE MAGNET SCHOOL

The Board of Education is requested to approve a contract with USA Alarm Systems, Inc. for installation of cameras at Santa Fe Computer Science Magnet School.

Motion by _____, seconded by _____ Vote _____
Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____
[BA Item 2030\(b\) Agreement with USA Alarm Systems, Inc. 8-24-22.pdf](#)

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

5. 22/23-3013 - PROPOSED RENEWAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MONROVIA TEACHERS ASSOCIATION (MTA) AND THE MONROVIA UNIFIED SCHOOL DISTRICT.

The Board of Education is requested to ratify the proposed renewal of the collective bargaining agreement between the Monrovia Teachers Association (MTA) and the Monrovia Unified School District for the period of July 1, 2021 through June 30, 2024.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,
Board Member Gholar ____, Board President Lockerbie _____
[MTA CONTRACT FOR REVIEW FINAL 082022.pdf](#)

K. INFORMATION ITEMS

1. COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT RENEWAL WITH CITRUS COLLEGE FOR THE EARLY COLLEGE PROGRAM AT MONROVIA HIGH SCHOOL

The Board of Education will receive for information the College and Career Access Pathways (CCAP) Partnership Agreement Renewal with Citrus Community College District for the Early College program at Monrovia High School. Further, the Board of Education is requested to conduct a public hearing regarding this renewal agreement during the September 28, 2022, Board meeting.

[AB 288 CCAP Agreement - 20220824.pdf](#)

2. 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 08242022](#)

L. FUTURE MEETING DATES

- September 14, 2022, 6:30 p.m. - Regular Board of Education Meeting
- September 28, 2022; 6:30 p.m. - Regular Board of Education Meeting
- October 12, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

- Labor Day (All Sites Closed) - Monday, September 5, 2022

Back to School Nights

- Canyon Early Learning Center September 15, 2022; 5:30 pm
- Bradoaks ESA August 30, 2022; 6 pm
- Mayflower ES August 25, 2022; 6 pm
- Monroe ES August 30, 2022; 6 pm
- Plymouth ES August 30, 2022; 6 pm
- Wild Rose SCA August 25, 2022; 6 pm
- Clifton MS September 1, 2022; 6 pm
- Santa Fe CSMS September 1, 2022; 6 pm
- MHS August 31, 2022; 6 pm
- COHS/Mt. Park September 13, 2022; 6 pm

N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING



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

BOARD OF EDUCATION CLOSED SESSION

Wednesday, August 10, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, August 10, 2022

6:30 p.m. - Board Room

UNADOPTED MINUTES

A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING (5:30 p.m.)

1. Call to order at 5:30 pm
2. Public Comments for Items on the Closed Session Agenda
 - There were none

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).
2. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
3. Public Employee Appointment - *Director of Information Technology* (Government Code Section 54957)

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

1. Meeting called to order by presiding chairperson, Selene Lockerbie at 6:42 pm.
2. Pledge of Allegiance led by Board Member Anderson.

3. Roll Call:

Selene Lockerbie, Board President Present
Traci Gholar, Board Vice-President Present
Jennifer Anderson, Board Clerk Present
Rob Hammond, Board Member Present
Maritza Travanti, Board Member Present

Ryan D. Smith, Superintendent Present
Gregoire Francois, Deputy Supt. Present
Dana Smith, Asst. Supt. Bus. Svcs. Present
Greg Puccia, Asst. Supt. of HR Present

4. Report out of Closed Session

- The Board of Education unanimously approved the appointment of Director of Information Technology, Arin Golestani.

E. ORDER OF BUSINESS

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

- Action Item 22/23-5014 Resolution of the Board of Education of the Monrovia Unified School District Ordering a School Bond Election was moved from item number four to item number one.

2. Approve the Minutes of the Regular Board of Education Meeting on July 27, 2022. Motion by Board Member Hammond, seconded by Board Member Travanti. Vote 5-0
Board Member Travanti - Y, Board Member Hammond - Y, Board Member Anderson - Y,
Board Member Gholar - Y, Board President Lockerbie - Y

[BM Min 072722.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports

- **Board Member Anderson** shared a report on CEL Day 1: Principals' Opening Institute attended by **Ms. Gholar** and **Ms. Anderson**.
- **Board Member Anderson** shared a report on the 41st District's Women of Distinction Celebration where **Ms. Travanti** was presented with an award as the 2022 Woman of Distinction.

2. Report from the Superintendent

- **Dr. Smith** shared a report on the District Leadership Retreat, Gear Up, at the Porsche Experience Center.
- **Dr. Smith** also shared a report on the New Teacher Breakfast held at the Monrovia Community Center.
- **Dr. Smith** lastly shared a report on the production of Footloose where 19 students, two staff members, and four parents took part on stage, and eight students worked as stage crew.

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

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

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

- **Melissa Taylor** addressed the Board of Education to thank the Board for the work done this summer and for the actionable items implemented to keep our children safe, including adding a guidance counselor at every elementary and including the Secure Storage letter in communication to new and returning families.

2. Public Comments for items on the Open Session Agenda

- **Melissa Taylor** addressed the Board of Education to share her concerns with Item number

three of Staff Presentations, Navigate360, because of the A.L.I.C.E. Training option and asked that other programs be looked at.

- **Randy Medina, MTA President**, addressed the Board of Education to read a letter written by Monrovia High School teacher, Mark Lovers, regarding his concerns with the wording of the Bond Measure.

H. STAFF PRESENTATIONS

1. REVISED ADOPTED BUDGET. *(Dana Smith, Asst. Supt. of Bus. Svcs.)*.

The Board of Education will receive a presentation on the revised adopted budget for the 2022-23 school year.

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

2. CALIFORNIA IT IN EDUCATION (CITE) TECHNOLOGY OVERVIEW. *(Dana Smith, Asst. Supt. of Bus. Svcs.)*.

The Board of Education will receive an informational report on the results of the Technology survey distributed to district staff and receive recommendations for the department.

[Technology Review Presentation.pdf](#)

3. NAVIGATE360. *(Dr. Kimberly Cabrera, Director of Student Support Services)*.

The Board of Education will receive an informational report on how Navigate360 can support school safety preparedness.

[Navigate360 - Monrovia - Board Presentation.pdf](#)

- **Board Member Hammond** asked that the Board be able to visit a site where this is being used so he can see it work.
- **Board Member Gholar** would like a report on comparable companies with comparative features, and their associated costs.
- **Board President Lockerbie** asked **Dr. Smith** to share at a later date his vision on how we would integrate training.

4. SCHOOL FENCING PROJECT. *(Dana Smith, Asst. Supt. of Bus. Svcs.)*.

The Board of Education will receive a presentation on a school fencing project for Monroe Elementary School.

[Monroe Fencing Project.pdf](#)

- **Direction from the Board** was given to hire a security firm to conduct assessments and evaluate all of our campuses for need, then collect bids to complete fencing projects in order of need.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. 22/23-1013 - RENEWAL AGREEMENT WITH GOGUARDIAN FOR PEAR DECK SUBSCRIPTION

The Board of Education is requested to approve a sales order agreement to continue the partnership with GoGuardian (formerly known as Pear Deck, Inc.) for the renewal of the Pear

Deck subscription beginning September 1, 2022, through August 31, 2023.

[Pear Deck Quote - 20220810.pdf](#)

2. 22/23-1014 - AGREEMENT WITH EXPLORELEARNING, LLC

The Board of Education is requested to approve an agreement with ExploreLearning, LLC, for site licenses and access to Reflex, Frax, and Gizmos for the 2022-23 school year.

[ExploreLearning - 20220810.pdf](#)

3. 22/23-1015 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

The Board of Education is requested to ratify non-public school/agency Master Contracts with multiple service providers as detailed in Master Contract Report #2 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

[Master Contracts - Report 2.pdf](#)

BUSINESS SERVICES

4. 22/23-2019 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$3,604,145.04, issued July 1, 2022, through July 22, 2022, and payments in the amount of \$241,461.49, issued July 14, 2022, through July 27, 2022.

[BA Item 2019\(b-c\) Purchase Order Rpt 8-10-22.pdf](#)

5. 22/23-2020 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 1 through No. 4, deposited July 18, 2022, through July 28, 2022, for a total amount of \$731,568.49.

[BA Item 2020\(b-e\) Deposit Rpt #1-#4 8-10-22.pdf](#)

6. 22/23-2021 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-01.

[Acceptance of Gifts #2023-01 08-10-22.pdf](#)

7. 22/23-2022 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #2 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts #2 - 081022.pdf](#)

HUMAN RESOURCES

8. 22/23-3006 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #2.

[2022-08-10 Personnel Report 2.pdf](#)

9. 22/23-3007 - BOARD OF EDUCATION DESIGNATED REPRESENTATIVES

The Board of Education is requested to appoint Ryan Smith and Greg Puccia as Designated Representatives of Monrovia Unified School District's represented employees of Monrovia Teachers Association (MTA) and California School Employees Association (CSEA); Ryan Smith and Greg Puccia as the Designated Representatives of non-represented employees of Confidential/Classified Managers (C/CM); and Ryan Smith as the Designated Representative of non-represented employees of Monrovia Association of School Administrators (MASA) for the purpose of salary discussions in closed sessions with the Board of Education for the 2022-2023 school year.

10. 22/23-3008 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential and management employees, will be indefinite

for the 2022-2023 fiscal year. Benefits may be increased and/or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting and other factors.

11. 22/23-3010 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education is requested to approve Travel and Conference Report #2.

[08102022TravelConference.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 22/23-5014 RESOLUTION OF THE BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION

The Board of Education is requested to adopt a resolution ordering a school bond election on November 8, 2022, requesting consolidation with other measures occurring on November 8, 2022, and authorizing necessary actions in connection therewith.

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

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

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

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

2. 22/23-1012 - APPROVAL OF THE MINGA APP FOR MONROVIA HIGH SCHOOL

The Board of Education is requested to approve the quote from Minga Solutions for the use of the Minga App by Monrovia High School for the 2022/23 school year.

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

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

[Minga Agreement - 081022.pdf](#)

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

3. 22/23-2023 - FACILITY USE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF THE FOOTHILLS

The Board of Education is requested to approve a Facility Use Agreement with the Boys and Girls Club of the Foothills to use the Mayflower Elementary School campus facility for an After School Program during the 2022-23 school year.

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

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

[BA Item 2023\(b\) Facility Use Agreement with Boys and Girls Club 8-10-22.pdf](#)

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

4. 22/23-3009 - APPROVAL OF TB VACCINE ONSITE SERVICES WITH PROACTIVE WORK

The Board of Education is requested to ratify a contract with Proactive Work for TB vaccine pharmacy services for MUSD employees.

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

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

[Monrovia USD On Site TB testing 2022 signed.pdf](#)

5. 22/23-5015 - BOARD DISCUSSION REGARDING THE 2022-23 STATE OF THE SCHOOLS

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

- Board Members discussed State of the Schools. The purpose, format, and logistics around the State of the Schools event was discussed. At the end of the discussion, direction from the Board was given to move forward with the event following a similar format as previous years, and identify ways to reduce costs.

K. INFORMATIONAL ITEMS

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

1. 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 081022.pdf](#)

- **Dr. Smith** shared that at our next meeting Gustavo Olguin, Public Information Officer will give a report on the work he has been doing. A report on the visual and performing arts will be shared by Patrick Garcia, Director of Performing Arts. A report will be shared about Summer School. Another report will be shared with the Board soon about Athletic Coach Certification.

L. FUTURE MEETING DATES

- August 24, 2022; 6:30 p.m. - Regular Board of Education Meeting
- September 14, 2022; 6:30 p.m. - Regular Board of Education Meeting
- September 28, 2022; 6:30 p.m. - Regular Board of Education Meeting

M. NEW BUSINESS

- **Board Member Travanti** shared that the Bipartisan Safer Communities Act was passed in June and provides an influx of funding towards expanding Mental Health K-12 schools, as well as improving learning conditions and safety. Proposed and asked Dr. Smith if he will explore the idea of having two social workers addition to the counselors.
 - All Staff In-Service - Monday, August 15, 2022
 - Professional Development - Tuesday, August 16, 2022
 - First Day of School - Wednesday, August 17, 2022
 - Labor Day (All Sites Closed) - Monday, September 5, 2022

Back to School Nights

- Canyon Early Learning Center September 15, 2022; 5:30 pm
- Bradoaks ESA August 30, 2022; 6 pm
- Mayflower ES August 25, 2022; 6 pm
- Monroe ES August 30, 2022; 6 pm
- Plymouth ES August 30, 2022; 6 pm
- Wild Rose SCA August 25, 2022; 6 pm
- Clifton MS September 1, 2022; 6 pm
- Santa Fe CSMS September 1, 2022; 6 pm
- MHS August 31, 2022; 6 pm

N. Board President Lockerbie ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 9:37pm.

Ryan D. Smith, Superintendent and Board Clerk

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

1. PUBLIC INFORMATION OFFICER UPDATE (*Gustavo Olguin, Public Information Officer*)

RECOMMENDATION

The Board of Education will receive a presentation highlighting the parent and community outreach work of the Public Information Officer.

ATTACHMENTS

- [Board Presentation - Communication.pdf](#)



Monrovia Unified School District

Public Information Officer Update

August 24, 2022



Key Topics

- Social Media Performance
- Promoting Schools/Programs
- Showcasing MUSD Students/Staff
- Advertising Jobs



Social Media Performance

Current Social Media Channels:

- Facebook
- Instagram*
- LinkedIn*
- Twitter
- YouTube

This presentation will be going over numbers from Jan 1 - July 31, 2022.

*Created within the last year

Social Media Performance

Overall Numbers:

Impressions: 157,068 people viewed our social media

Total Followers: 7,290 (500+ new followers in 2022)

Key changes:

- Daily posting
- Personalized content
- Working with partners, school sites



Social Media Performance

One of the top performing posts:

- 5,000+ impressions
- 500+ reactions
- 100+ comments



Social Media Performance

YouTube (10/1/21 - 7/30/22)

Videos: 43

Views: 10,800

Watch Time: 189.9 Hours

Total Subscribers: 197

New Subscribers: 31



Social Media Performance

Best performing YouTube Video:

Monrovia Holiday Parade

- 419 views
- 7.1 hours watched



Key Takeaways

- Families want to know who's leading our schools
- Showcase student achievements
- Highlight outstanding staff
- There's now a baseline for MUSD socials



Promoting Schools / Programs

- Creating commercials for each school
- Visualizing programs around MUSD
- Updating websites to showcase each school's strengths
- Social media spotlights



Promoting Schools / Programs

School Commercials:

These videos highlight programs and staff at each one of our sites.



Promoting Schools / Programs

Visualizing Programs:

Showing MUSD programs in action. This includes

- Performing arts
- CTE pathways
- Spyder Lab
- And more



Promoting Schools / Programs

Website Update Examples

College and Career Readiness • CTE Pathways

Monrovia Unified School District offers various engaging Career Tech Ed pathways that connect high school classes to industry certifications, internships, college, and careers. Career exploration at our middle schools takes place in the Paxon Patterson STEM labs. When students promote to Monrovia High School, they have multiple CTE options to develop soft skills, prepare to pass industry-recognized certifications, and develop skills in automotive, game design, sports medicine, video production, graphic design, and engineering.

For more information, contact:
Dr. Paula Hart Rodas - (626) 471-2034
phartrodas@monrovia.k12.ca.us



- College and Career
- AVID
- CTE Pathways
- Early College
- Humanities and MASA Academics
- College Partnerships
- Naviance



ABOUT OUR SCHOOL • ACADEMIC PROGRAMS • PARENT RESOURCES • STAFF DIRECTORY • CALENDAR

Parents • Mayflower's 2022-23 Handbooks

Mayflower's 2022-23 Handbooks

This handbook contains information pertaining to school protocols, procedures, and rules, and provides an explanation of various services offered at Mayflower. Please spend some time acquainting yourself and your child with this information. Feel free to contact your child's teacher or office staff if you have questions.

We invite you to take an active role in the education of your child. Through cooperation and involvement, our students will achieve greater success in their educational endeavors. A strong parent-school partnership is a value to our entire community.

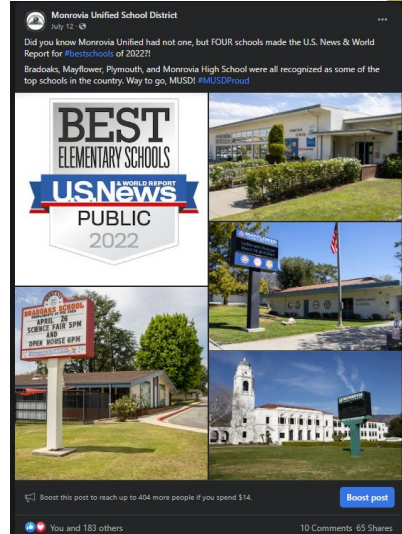
To view the MUSD handbook, please [click this link](#).

- [Mayflower Handbook - Spanish](#)
- [Mayflower Handbook - English](#)
- [Acknowledgement Form - English](#)
- [Acknowledgement Form - Spanish](#)

- Mayflower's 2022-23 Handbooks
- Parent's Corner
- Kid's Corner
- PBIS
- Helping Your Child with Grieving Process
- ParentSquare

Promoting Schools / Programs

Social Media Spotlights



Advertising Jobs

- Highlight certain job openings with HR
- #WorkWednesday social media campaign
- Partnering with Chamber of Commerce



Advertising Jobs



Come Join Our Team!

JOB OPENING

Full Time Position
12 Month Schedule

Administrative Assistant

Key Duties

- Directly supports the Superintendent
- Serves as the MUSD Board of Education's secretary
- Positively interact with employees and the community

Qualifications/Requirements

- Multiple years of responsible admin assistant experience
- Highly organized and detail oriented
- High School Diploma or Equivalent

Apply today with QR Code or @edjoin.org



Come Join Our Team!

JOB OPENING

Full Time Position
12 Month Schedule

Director of IT

Key Duties

- Lead the MUSD IT Team
- Ability to support IT implementation across multiple sites
- Work collaboratively with Ed. Services in area of Instructional Technology

Qualifications/Requirements

- BA in data processing, information systems, computer science, or related
- 5 years of professional information systems, 3 years in management capacity
- Public school experience preferred

Apply today with QR Code or @edjoin.org



Showcase MUSD Students/Staff

- Student spotlights for programs and events
- Highlighting different departments around MUSD



Showcase MUSD Students/Staff

MHS Student Awarded Prestigious Posse Scholarship

Tamika Samuels will be attending Middlebury College with the help of the scholarship.

Monrovia High School Senior Tamika Samuels was getting close to the finish line for a national scholarship, when she was asked a strange question.

"One of the admissions officers asked me if I like Ben and Jerry's," said Samuels. "I was thinking to myself, why does he want to know if I like Ben and Jerry's?"

It was a weird question that might have changed her life. The admissions officer let her know Ben and Jerry's headquarters is in Vermont, which is where Middlebury College is located. The school Samuels will be attending with the help of the Posse Scholarship.



Showcase MUSD Students/Staff

Video spotlights for MUSD staff, such as:

- Groundskeepers
- SPED Instructional Aides
- Meet the Principal
- More coming soon...





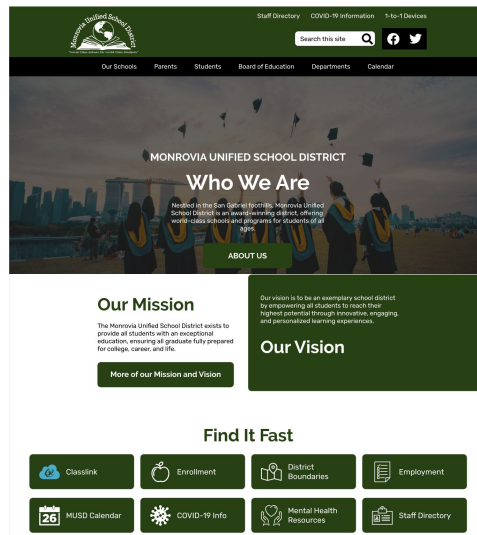
Website Redesign Update

The MUSD website is currently going through a free redesign with Edlio.

Website is scheduled to go live after Labor Day weekend on September 6th, 2022.



Website Redesign Update



Next Steps

- Build up presence on LinkedIn
- Use new software, HootSuite, for social media analytics
- Start using paid ads on our SM channels
- Training site staff to maintain the web sites
- Create highlight videos for each one of our schools
- Finalize new website



Thank you!



Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

2. VISUAL AND PERFORMING ARTS (*Patrick Garcia, Director, Performing Arts*)

RECOMMENDATION

The Board of Education will receive a presentation on visual and performing arts across our schools.

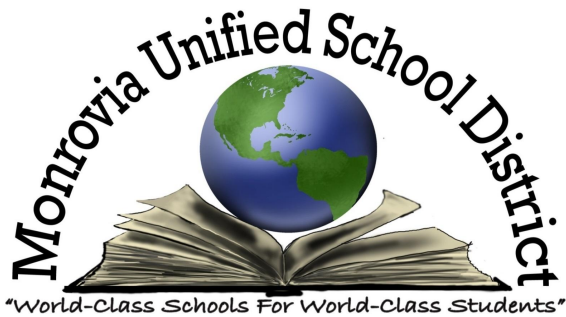
ATTACHMENTS



Monrovia Unified School District Visual and Performing Arts

August 24, 2022

Patrick Garcia
Director of Visual and Performing Arts



***Learning in and through the Arts
develops the essential knowledge, skills,
and creative capacities all students need to
succeed in school, work, and life.***





Monrovia Unified School District



We Make The Arts Happen!

Monrovia Unified School Community Partnerships





Visual and Performing Arts in Monrovia

Access to the **Visual and Performing Arts** for
ALL Monrovia Students TK-12



Elementary General Music TK to 3rd Grade



Available to 1,566 students at all elementary
school sites during the school day.



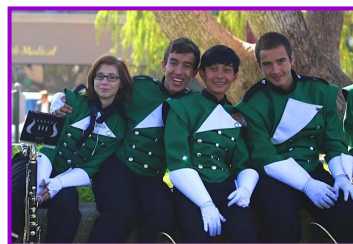
Elementary Instrumental and Vocal Music - After School

- Elementary Band and Strings available to all MUSD 4th and 5th grade students at all sites;
- New instruments were purchased recently to support the growth in elementary music;
- After school choir is available to 2nd, 3rd, 4th, and 5th grade students;
- Elementary instrumental and vocal music serves approximately 200 students.



Secondary Instrumental and Vocal Music

- **MHS:** Symphonic Band, Marching Band and Color Guard, Orchestra, Choir, and Piano;
- **Clifton Middle School:** Beginning and Advanced Band, Orchestra, and Choir;
- **Santa Fe Computer Science Magnet:** Beginning and Advanced Band and Orchestra;
- Discussions have begun for an **After School Choir at Santa Fe;**
- **Clifton** earned top honors at Music in the Parks hosted at Knott's Berry Farm.



Music Performance Opportunities

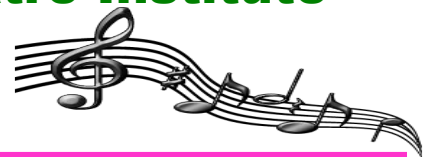
Performances Opportunities:

- Winter Concert in December;
- Monrovia Days Celebration in Library Park mid-May;
- Superstars of Monrovia Showcase annual district-wide performance in May;
- Spring Concert in late May.



Summer Music and Theatre Institute

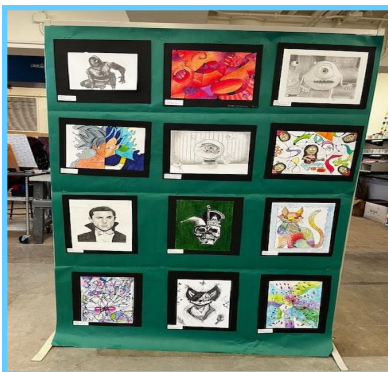
- 12th Annual Summer Music and Theater Institute served 61 students summer 2022;
- Classes in vocal and instrumental music, theatre improvisation, music theory, rhythm, and stage movement;
- Taught by MUSD music teachers;
- Location: Clifton Middle School (instruments provided).
- Cost: FREE



Elementary Visual Art



Secondary Visual Art



Clifton Middle School:

- Drawing, painting and sculpting
- Art History

Santa Fe Computer Science Magnet School:

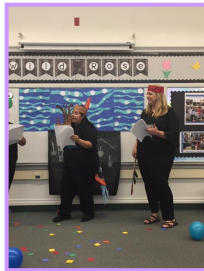
- Two sections of drawing, painting and sculpting

Monrovia High School:

- Drawing 1
- Drawing 2
- Advanced Drawing and Painting
- AP Drawing
- Beginning Ceramics
- Intermediate Ceramics

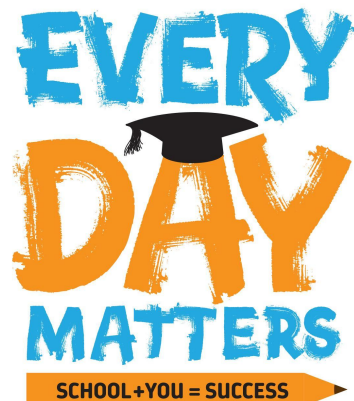
Technology Enhanced Arts Learning (TEAL)

- Arts Integration TK-5th Grade (includes social emotional learning)
- TEAL Training and Professional Development Provided by LACOE
- TEAL Coaches at each elementary school site
- TEAL Teachers (5 to 10 at each elementary site)
- MUSD Teachers have access to arts integrated lesson plans on the TEAL website



Promising Learners Project (PLP)

- Promising Learners Project is a three year grant through LACOE to support foster and homeless youth TK to 3rd grade through utilizing the Arts;
- MUSD is one of only four districts in Los Angeles County to be invited to participate;
- Plymouth Elementary and Wild Rose School of Creative Arts were selected, having the highest foster and homeless populations.



Musical Theatre in Monrovia

Wild Rose:

Cinderella and Schoolhouse Rock

Clifton and Santa Fe:

13 The Musical

MHS Drama Department

Spring Musical:

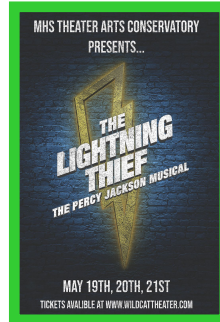
Lightning Thief

The Percy Jackson Musical

Professional Productions for the Community:

Broadway Under the Stars,

Oliver, and Footloose



Let's Hear It For The Arts Annual Gala

Supporting the Performing Arts at the Taylor Performing Arts Center. The 5th Annual Gala is planned for mid-March 2023!



MONROVIA UNIFIED SCHOOL DISTRICT'S
TAYLOR PERFORMING ARTS CENTER

Let's Hear It for the Arts!

SAVE THE DATE.

Proceeds Benefit the Performing Arts in Monrovia Unified School District

FRIDAY, JUNE 24, 2022
MONROVIA HISTORICAL MUSEUM
42 EAST LEMON AVE
MONROVIA CA 91016

Invitation to follow

FOR MORE INFORMATION, PLEASE CONTACT MUSD AT 626.471.2032



GATE Extravaganza

- Planned for Spring 2023;
- Partnership with Elementary Principals, Monrovia High School's Math and Science Academy and Kristen Ford;
- Fun, creative and challenging group projects;
- Incorporating student voice and choice;
- Topics: Sustainable Fuel, Ocean Health, Organic Gardening, Global Warming, and Your Carbon Footprint.



Thinking Ahead New Ideas for 2022-2023

- **TEAL/Elementary Parent Education Nights:**
Offer Enrichment Parent Education nights at each elementary site demonstrating Arts integrated lessons;
- **Create an Arts Festival around National Hispanic Heritage Month**
Partner with Latino Heritage Society as well as MUSD Art Teachers;
- **Strengthen middle school Musical Theatre performance opportunities**
Partner with middle school principals and teachers to create a middle school spring musical;
- **Expand GATE Extravaganza**
Partner with Kristin Ford, MASA, and elementary principals to enrich and strengthen GATE Extravaganza;
- **Recorders for 3rd graders.**

Thank you for supporting the Arts in Monrovia!



Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

3. SUMMER SCHOOL (*Greg Francois, Deputy Superintendent*)

RECOMMENDATION

The Board of Education will receive a presentation on our Summer School programs.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1016 - AGREEMENT FOR PROFESSIONAL SERVICES WITH LINKS SIGN LANGUAGE AND INTERPRETING SERVICES

RECOMMENDATION

The Board of Education is requested to ratify an agreement for professional services with LiNKS Sign Language and Interpreting Services. The agreement will be in effect from August 1, 2022, to June 30, 2023.

Rationale:

This agreement for professional services with LiNKS, a Division of Goodwill-SOLAC will provide both American sign language and verbal language interpreters when needed by the Monrovia Unified School District. Contract interpreters have experience in medical, education, business, and conference environments. LiNKS contract interpreters are vetted; background screened monthly, and are trained in the area of confidentiality and Fraud, Waste, & Abuse (HIPAA/FWA).

Budget Implication (\$ Amount):

Sign language services is at a rate of \$95.00 per hour and language translation service is at a rate of \$99.00 per hour.

Legal References:

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

ATTACHMENTS

- [LiNKS SACOI 22-23.pdf](#)



rev080122SA

This AGREEMENT is made and entered into this **August 1, 2022** by and between **LiNKs Sign Language & Interpreting Services**, a division of Goodwill, Serving The People of Southern Los Angeles County, hereinafter referred to as "Vendor", and **Monrovia Unified School District** referred to as "Customer". WHEREAS, the Customer is in need of special services in the form of American Sign Language and Spoken Language Interpreting Services.

WHEREAS, the Vendor is specially trained and qualified to provide these special services and/or advise as required; and WHEREAS, such services are needed, NOW, THEREFORE, the parties hereto agree as follows;

Services to be provided: Vendor will perform services as requested in the form of Sign Language Interpreting Services and Spoken Language Services.

Commencement: Vendor will commence providing services under this AGREEMENT for the Customer effective **August, 1 2022 thru June 30, 2023** Vendor will perform said services on an independent basis, there being no employment arrangement or relationship with the Customer other than this AGREEMENT. Vendor shall be under the control of the Customer as to the results to be accomplished. The Vendor shall have sole control over the means and or manner by which such results are accomplished.

Performance: The Customer will prepare and furnish to the Vendor, upon request, such information as is reasonably necessary to the performance of this AGREEMENT.

Terms: The Customer shall pay the Vendor the total amount set forth-in **Exhibit A**, attached for services rendered pursuant to this agreement. An authorized Customer Representative will sign off each assignment on the Interpreters work order at the end of each assignment. The initial term of this agreement shall commence on the effective date as defined in the section "Commencement" and shall continue for a period of one year thereafter (The Initial Term).

Termination: The Customer or the Vendor may at any time, for any reason, terminate this AGREEMENT. The Customer shall compensate Vendor for services rendered through the date of termination. Three (3) business days, written notice by the Customer or Vendor shall be sufficient to stop further performance of services.

This AGREEMENT is not assignable. This Agreement supersedes and replaces all other existing agreements between the parties, is a fully integrated and complete agreement, and the parties expressly represent that there are no covenants, agreements, representation, or warranties which exist outside of this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and superseded by this AGREEMENT. Vendor agrees to comply with all applicable Federal, State and local laws, rules, regulations, and ordinances including those pertaining to workers compensation when services are being performed pursuant to this AGREEMENT.

Exhibit A	
American Sign Language	
Assignment Type	Price
Face to Face (Minimum 2 hours)	\$95/hr
Face to Face Trilingual	\$99/hr
Mexican Sign Language	\$125/hr
Tactile	\$109/hr
Remote Interpreting ASL (Minimum 1 hour)	\$95/hr
Emergency- Less than 90 minutes notice the first 8 hours	\$109/hr
Language Interpreting Services	
Assignment Type	Price
Face to Face Language (Minimum 2 hours)	\$99/hr
Remote Interpreting Language (Minimum 1 hour)	\$99/hr

(Excludes court/legal requests, please call for quote. Pricing and Terms subject to change without notice)

Prices may vary due to the complexity and scope of requirements including but not limited to: County or State location, nature of conference, requirements of corporate meeting, assignments requiring security clearances, scope of entertainment project, type of educational setting, or highly technical medical or legal needs. Pricing and Terms are subject to changes without notice.

Two Hour minimum charge for all face to face services, with 30-minute increments thereafter. Appointments in excess of 2 hours (sometimes less) require the teaming of two contracted interpreters if a team is unavailable, assignments will be billed at a rate equivalent to two interpreters. Rates apply from the requested arrival time and continue for the duration requested.



rev080122SA

Cancellation - Cancellations must be received and confirmed in writing at least 48 business hours prior to scheduled arrival. **Note: You will be billed for the total pre-arranged time if a 48 business hour notice is not received and confirmed.**

On behalf of the company, I certify that we are familiar with and will abide by the terms and conditions of LiNKs Sign Language & Interpreting Services (LiNKs). Furthermore, my signature attests to the financial responsibility, ability, and willingness to pay all invoices and related charges within 30 days of the date invoiced. If LiNKs places any past due obligation with an attorney for collection or a collection agency, the Customer will be responsible for those fees and any other expenses of collection.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

VENDOR

CLIENT:

Signature: Kimberly Hall

Signature: _____

Date: 7/22/22

Date: _____

Title: Kimberly Hall, President & CEO
**Goodwill, Serving the people of
Southern Los Angeles County**

Title: _____
**Monrovia Unified School District
Special Education Department**

Accounts Payable Contact Information:

Contact Name: _____

Phone Number: _____

Mail Invoice to: _____

Email Address: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road Suite 800 Atlanta GA 30328</p>	<p>CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 FAX (A/C, No): E-MAIL ADDRESS: certificate@epicbrokers.com</p>
INSURER(S) AFFORDING COVERAGE	
INSURER A : EVEREST NATIONAL INSURANCE COMPANY NAIC # 10120	
INSURER B : Nonprofits' Insurance Alliance of California, Inc. 11845	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 597630906 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		2022-03683	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							OTHER:	\$
GEN'L AGGREGATE LIMIT APPLIES PER:								
							<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	X AUTOMOBILE LIABILITY			2022-03683	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							OTHER:	\$
B	X UMBRELLA LIAB			2022-03683	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$ 5,000,000
							DED <input type="checkbox"/> RETENTION \$	\$
A	X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	CC1WC00018-221	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monrovia Unified School District, to the extent required by written contract, is an additional insured with respect to general liability.

<p>CERTIFICATE HOLDER</p> <p>Monrovia Unified School District 325 E Huntington Drive Monrovia CA 91016</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1017 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

RECOMMENDATION

The Board of Education is requested to ratify a non-public school/agency Master Contract with Logan River Academy as detailed in Master Contract Report #3 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

Rationale:

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

Legal References:

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

Additional Information:

The Master Contract Report #3 is attached.

ATTACHMENTS

- [Master Contracts - Report 3.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Non-Public School/Agency Master Contracts 2022-23
Report #3

	Non-Public School/Agency	Basic Education Daily Rate	Residential	Counsel	IHH/SAI	Speech/ Aud Verbal Therapy*	APE	OT/PT	Assessment	Social Worker/ Nurse	Educ. Therapy/ FBA*	Behavior Intervention BII	Behavior Intervention BID	Nursing Service	1 to 1 Aide
1	Logan River Academy	\$159.05	\$253.52/day	\$112.67/day		\$162.00/hour		\$130.00/hour							\$37.25/hour

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

3. 22/23-1020 - AUTHORIZATION TO APPLY FOR CONSOLIDATED APPLICATION FUNDS FOR THE 2022/23 FISCAL YEAR

RECOMMENDATION

The Board of Education is requested to authorize the Superintendent to apply for Consolidated Application funds for the 2022/23 fiscal year and certify district compliance with the assurances in the application.

Rationale:

The Consolidated Application (ConApp) is annually submitted in two parts. Part I is based on estimated funding. Part II is submitted when final entitlements are known. Approval of this application for submission to the State Department of Education will enable schools to plan programs for the 2022/23 school year.

Background:

The ConApp funds federal and state categorical programs. Beginning in the 2013/14 school year, Economic Impact Aid (EIA) allocations have been incorporated into the LCAP as part of the Supplemental and Concentration funds. Under new funding guidelines for the ConApp, federal categorical funds are included in this application.

Budget Implication (\$ Amount):

State and federal guidelines dictate the manner in which funds may be expended. The School Site Council (parents, teachers, program advisors, and administrators) determines the needs of the school and applies the fund accordingly.

Legal References:

Approval by the Board of Education must be recorded in the minutes according to the Consolidated Application guidelines.

Additional Information:

A copy of the complete Consolidated Application is on file at the District Office for review upon request and attached.

ATTACHMENTS

- [Consolidated_Application_2022-23.pdf](#)

2022–23 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Dr. Ryan Smith
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/24/2022

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Dr. Ryan Smith
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/24/2022
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/07/2021
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Dr. Greg Gero
Authorized Representative's Title	Director, Elementary Educational Services

*****Warning*****

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2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	502
Estimated English learner student program allocation	\$62,800

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$4,800
Program and other authorized activities	\$5,000
English Proficiency and Academic Achievement	\$46,000
Parent, family, and community engagement	\$2,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$1,232
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$3,768
Total budget	\$62,800

*****Warning*****

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2022–23 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	68
Estimated immigrant student program allocation	\$10,258

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$9,438
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$205
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$615
Total budget	\$10,258

*****Warning*****

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2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

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2022-23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Calvary Chapel Monrovia PSP	6152482	23	N				N
Calvary Road Baptist Academy	6934384	18	N				N
Immaculate Conception	6962443	108	N				N
Pearl Preparatory	7091010	155	Y	Y	Y	Y1	N
Tzu Chi Elementary School- Walnut	6140610	69	N				N

Warning

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2021–22 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total English learner students served	0
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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Kimberly
Homeless liaison last name	Cabrera
Homeless liaison title	Director, Student Support Services
Homeless liaison email address (Format: abc@xyz.zyx)	kcabrera@monroviaschools.net
Homeless liaison telephone number (Format: 999-999-9999)	626-471-2049
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information

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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	No
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	12/10/2008
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2021–22 Title I, Part A LEA allocation	\$1,047,335
2021–22 Title I, Part A direct or indirect services to homeless children reservation	\$1,000
Amount of 2021–22 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$0

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2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless services provided (Maximum 500 characters)	
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	Additional funding became available and were used for homeless student services. However, Title I funds are scheduled to be used for homeless student services.

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2020–21 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636
 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2020–21 Title II, Part A allocation	\$166,331
Transferred-in amount	\$0
Transferred-out amount	\$0
2020–21 Total allocation	\$166,331

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$1,043
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$2,143
Dues and membership	\$3,015
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$87,572
Classified personnel salaries	\$24,766
Employee benefits	\$37,855
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$9,937
Equitable services for nonprofit private schools	\$0
Total expenditures	\$166,331
2020–21 Unspent funds	\$0

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2020–21 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2020–21 Title III EL student program allocation	\$68,501
Transferred-in amount	\$0
2020–21 Total allocation	\$68,501
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$3,156
2000–2999 Classified personnel salaries	\$0
3000–3999 Employee benefits	\$596
4000–4999 Books and supplies	\$7,531
5000–5999 Services and other operating expenditures	\$53,063
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,155
Total year-to-date expenditures	\$68,501
2020–21 Unspent funds	\$0

*****Warning*****

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2019–20 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636
 Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2019–20 Title II, Part A allocation	\$166,925
Transferred-in amount	\$0
Transferred-out amount	\$0
2019–20 Total allocation	\$166,925

Professional Development Expenditures

Professional development for teachers	\$11,868
Professional development for administrators	\$1,197
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	\$2,900
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$22,138
Equitable services for nonprofit private schools	\$1,456
All other allowable expenditures and encumbrances	\$127,366
Total expenditures and encumbrances	\$166,925
2019–20 Unspent funds	\$0

*****Warning*****

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Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

4. 22/23-1021 - FINAL SETTLEMENT AGREEMENT

RECOMMENDATION

The Board of Education is requested to ratify a Final Settlement agreement in regards to Student No. 9291932245 dated August 9, 2022.

Rationale:

Board approval is required for payment of educationally related services and attorney fees for the Final Settlement Agreement, which releases all disputes and claims for Monrovia Unified School District Special Education Student No. 9291932245.

Budget Implication (\$ Amount):

The total cost of the Final Settlement Agreement is \$19,000.00

Legal References:

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

ATTACHMENTS

- [Settlement Agreement Report 2.pdf](#)

Final Settlement Agreement
Student No. 9291932245
Report #2

Academic Tutoring and/or Mental Health Counseling with NPA 125 hours to be completed by 6/27/2024	NTE \$12,500.00
Attorney Fees Rivers Law, Inc.	\$6,500.00

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

5. 22/23-2024 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$871,352.65 issued July 22, 2022, through August 5, 2022, and payments in the amount of \$1,612,256.54, issued July 28, 2022, through August 11, 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 2024\(b-c\) Purchase Order Rpt 8-24-22.pdf](#)

Report ID: FIN-PROC-0099

Run Date: 08/12/2022

Run Time: 9:09:05 AM

Monrovia Unified School District

Purchase Order Board List

From 07/22/22 - To 08/05/22

Cover Page

Prompts and Parameters

From Approval Date: 7/22/22

To Approval Date: 8/5/22

From Record Date: Not Entered

To Record Date: Not Entered

District/Agency (Optional): Not Entered

Document Code (Optional): Not Entered

**** Populate either Approval Date or Record Date in the Prompts and Parameters, do NOT populate both. ****

Report Description

This report displays Purchase Orders in Final phase within the Date Range specified. The PO Amount columns are listed by Accounting Distribution. There are two amount columns: Accounting Line Amount and Open Accounting Line Amount, where Open Accounting Line Amount reflects the available balance on the PO that has not been expended. Additionally, the report includes an Excel tab that can be downloaded into Excel for further analysis.

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 08/12/2022

Purchase Order Board List

Run Time: 9:09:05 AM

From 07/22/22 - To 08/05/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
07/26/22	PO1-64790-6010040-230000000115-1-New		OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-2040000	\$1,277.40	\$1,052.84
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-3060000	\$1,277.40	\$1,052.84
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-4080000	\$5,109.59	\$4,211.37
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-72000-5610-6010000	\$6,009.24	\$5,560.03
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-72001-5610-6010040	\$1,277.40	\$1,052.82
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-11100-10000-5610-4080000	\$5,109.59	\$4,211.37
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-65000.0-57600-11901-5610-6010015	\$1,277.42	\$1,052.85
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-81500.0-00000-81100-5610-6040047	\$1,277.40	\$1,052.82

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 08/12/2022

Purchase Order Board List

Run Time: 9:09:05 AM

From 07/22/22 - To 08/05/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
07/26/22			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-90501.0-00000-21500-5610-6060024	\$1,277.40	\$1,052.84
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	11.0-63910.0-00000-21500-5610-7100000	\$2,554.81	\$2,330.25
			OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	12.0-61050.0-00010-10000-5610-1650000	\$1,277.40	\$828.28
PO1-64790-6010040-230000000115-1-New							\$27,725.05	\$23,458.31
07/28/22	PO1-64790-6010014-230000000116-1-New		OPEN PO Instructional Services Office Supplies 22/23	0000224027-ODP Business Services, LLC	Instructional Services	01.0-00000.0-00000-21100-4350-6010014	\$5,000.00	\$5,000.00
PO1-64790-6010014-230000000116-1-New							\$5,000.00	\$5,000.00
07/28/22	PO1-64790-6010030-230000000117-1-New		OPEN PO for HR office supplies	0000236666-ODP Business Solutions, LLC	Personnel Services	01.0-00000.0-00000-74002-4350-6010035	\$1,500.00	\$1,500.00
PO1-64790-6010030-230000000117-1-New							\$1,500.00	\$1,500.00
07/28/22	PO1-64790-6010052-230000000129-1-New		Open PO for 22/23 SY Student Meals	0000223565-DOMINOS PIZZA	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$75,000.00	\$75,000.00
PO1-64790-6010052-230000000129-1-New							\$75,000.00	\$75,000.00
07/28/22	PO1-64790-6010052-230000000131-1-New		Open PO for 22/23 SY for Student Meals Pizza Hut	0000223909-SO. CAL. PIZZA COMPANY, LLC	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$65,000.00	\$65,000.00
PO1-64790-6010052-230000000131-1-New							\$65,000.00	\$65,000.00

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07/28/22	PO1-64790-6010052-230000000132-1-New		Open PO for 22/23 SY for LG&M Electric for work at MHS	0000223455-LG & M ELECTRIC INC.	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$7,920.00	\$7,920.00
PO1-64790-6010052-230000000132-1-New							\$7,920.00	\$7,920.00
07/28/22	PO1-64790-6010052-230000000133-1-New		Open PO for 22/23 SY for Sysco Foods Student Meals	0000315068-Sysco Los Angeles, Inc.	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$50,000.00	\$50,000.00
PO1-64790-6010052-230000000133-1-New							\$50,000.00	\$50,000.00
07/28/22	PO1-64790-6010052-230000000134-1-New		Open PO for 22/23v SY for US National Corp for repairs/paint	0000315614-Jimenez Painting Company	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$27,120.00	\$27,120.00
PO1-64790-6010052-230000000134-1-New							\$27,120.00	\$27,120.00
07/28/22	PO1-64790-6010052-230000000135-1-New		Open PO for 22/23 SY for Floortech for new flooring at BR	0000315617-Floor Technology Group	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$19,800.00	\$19,800.00
PO1-64790-6010052-230000000135-1-New							\$19,800.00	\$19,800.00
07/28/22	PO1-64790-6010052-230000000136-1-New		Open PO for 22/23 SY for Meeting/ Training Speaker on 8/12/22	0000315070-MGM & Associates, INC	Food Services	01.0-70290.0-00000-36000-5810-6010052	\$7,500.00	\$0.00
PO1-64790-6010052-230000000136-1-New							\$7,500.00	\$0.00
07/28/22	PO1-64790-6010052-230000000137-1-New		Open PO for 22/23 SY for J & A Fence Projects at MA & MHS	0000315851-J & A Fence	Food Services	01.0-70280.0-00000-37000-6290-6010052	\$28,500.00	\$28,500.00
PO1-64790-6010052-230000000137-1-New							\$28,500.00	\$28,500.00
07/28/22	PO1-64790-6040047-230000000118-1-New		PO for Clifton Elevator	0000223498-NEXT LEVEL ELEVATOR, INC.	Maintenance	40.0-95500.0-00000-85000-6290-6010040	\$95,000.00	\$95,000.00

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PO1-64790-6040047-230000000118-1-New							\$95,000.00	\$95,000.00
07/28/22	PO1-64790-6040047-230000000119-1-New		MOT/MHS hazardous waste permits	0000223993-LOS ANGELES COUNTY FIRE DEPT.	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$4,500.00	\$4,500.00
PO1-64790-6040047-230000000119-1-New							\$4,500.00	\$4,500.00
07/28/22	PO1-64790-6040047-230000000120-1-New		Open PO Tree Trimming District Wide 2022-23	0000223846-MODERN TREE CARE INC	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$40,000.00	\$27,575.00
PO1-64790-6040047-230000000120-1-New							\$40,000.00	\$27,575.00
07/28/22	PO1-64790-6040047-230000000121-1-New		Open PO Plumbing Repairs 2022-23	0000315510-Barrington Plumbing Company LLC	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-230000000121-1-New							\$15,000.00	\$15,000.00
07/28/22	PO1-64790-6040047-230000000122-1-New		Open PO Top Soil 2022/23	0000223344-CAL BLEND SOILS, INC.	Maintenance	01.0-00000.0-00000-82200-4380-6040046	\$1,500.00	\$1,500.00
PO1-64790-6040047-230000000122-1-New							\$1,500.00	\$1,500.00
07/28/22	PO1-64790-6040047-230000000123-1-New		Open PO for Transportation Radio Repairs	0000223381-RADIO SERVICE INC.	Maintenance	01.0-07230.0-00000-36000-5660-6040049	\$2,000.00	\$2,000.00
PO1-64790-6040047-230000000123-1-New							\$2,000.00	\$2,000.00
07/28/22	PO1-64790-6040047-230000000124-1-New		Open PO District Clocks/Intercom for 22/23 School Year	0000223432-TIME & ALARM SYSTEMS	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-230000000124-1-New							\$15,000.00	\$15,000.00
07/28/22	PO1-64790-6040047-230000000125-1-New		District Fence Repair	0000315851-J & A Fence	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$30,000.00	\$30,000.00

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PO1-64790-6040047-230000000125-1-New							\$30,000.00	\$30,000.00
07/28/22	PO1-64790-6040047-230000000126-1-New		Open PO MHS Ice Machine Repairs	0000223804-ELITE MECHANICAL HVAC/R	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$5,000.00	\$5,000.00
PO1-64790-6040047-230000000126-1-New							\$5,000.00	\$5,000.00
07/28/22	PO1-64790-6040047-230000000127-1-New		Open PO for Roof Repairs at District Schools	0000223663-WEATHERPROOFING TECHNOLOGIES INC	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-230000000127-1-New							\$15,000.00	\$15,000.00
07/28/22	PO1-64790-6040047-230000000128-1-New		Water Resources Board Annual Permit	0000223992-SWRCB ACCOUNTING OFFICE	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$1,738.00	\$1,738.00
PO1-64790-6040047-230000000128-1-New							\$1,738.00	\$1,738.00
07/29/22	PO1-64790-6010040-230000000138-1-New		OPEN PO Audit Services FY 2022-23 Contract	0000223921-CHRISTY WHITE INC.	Business	01.0-00000.0-00000-71900-5822-6010040	\$31,206.00	\$31,206.00
PO1-64790-6010040-230000000138-1-New							\$31,206.00	\$31,206.00
07/29/22	PO1-64790-6020022-230000000139-1-New		Renewal Follett-22-23	0000223934-FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-2010000	\$1,464.28	\$1,464.28
			Renewal Follett-22-23	0000223934-FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-2020000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934-FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-2030000	\$732.13	\$732.13

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07/29/22			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-2040000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-2050000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-3060000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-3070000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-4080000	\$732.13	\$732.13
			Renewal Follett-22-23	0000223934- FOLLETT LIBRARY RESOURCES.	Technology	01.0-32120.0-00000-24202-5844-4090000	\$732.13	\$732.13
PO1-64790-6020022-230000000139-1-New							\$7,321.32	\$7,321.32
07/29/22	PO2W-64790-600004 0-230000000048-1- New		Mayflower - Deep Cleaning. Site has no machines	0000246792- BriteWorks, Inc.	District Wide - Business Svcs	01.0-00000.0-00000-82100-5810-6000000	\$8,025.00	\$8,025.00
PO2W-64790-6000040-230000000048-1-New							\$8,025.00	\$8,025.00
07/29/22	PO2W-64790-602002 2-230000000049-1- New		Classlink Rosters Hosting Renewal License 22-23	0000223619- CLASSLINK INC	Technology	01.0-00000.0-00000-77000-5841-6020022	\$16,312.50	\$16,312.50
PO2W-64790-6020022-230000000049-1-New							\$16,312.50	\$16,312.50
07/29/22	PO2W-64790-602002 2-230000000051-1- New		Zoom Renewal 2022-23 Order Form Number: Q1474952	0000223742-ZOOM VIDEO COMMUNICATION S INC	Technology	01.0-32120.0-00000-27000-5841-6000000	\$18,000.00	\$18,000.00

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PO2W-64790-6020022-230000000051-1-New							\$18,000.00	\$18,000.00
07/29/22	PO3W-64790-601003 0-230000000009-1- New		HR supplies - journals	0000223345- IMPRINTABILITY	Personnel Services	01.0-00000.0-00000-74001-4390-6010030	\$793.80	\$793.80
PO3W-64790-6010030-230000000009-1-New							\$793.80	\$793.80
07/29/22	PO3W-64790-602002 2-230000000010-1- New		Cat 6 cable for 21st Century Classroom - District wide	0000223395- AMAZON.COM	Technology	01.0-00000.0-00000-77000-4390-6020022	\$153.96	\$153.96
PO3W-64790-6020022-230000000010-1-New							\$153.96	\$153.96
08/01/22	PO1-64790-2010000- 230000000141-1-New		Open PO office supplies 2022-2023	0000236666-ODP Business Solutions, LLC	Bradoaks	01.0-00000.0-11100-10000-4390-2010000	\$5,000.00	\$5,000.00
PO1-64790-2010000-230000000141-1-New							\$5,000.00	\$5,000.00
08/01/22	PO1-64790-2020000- 230000000143-1-New		Open PO for Office Supplies Mayflower FY 22/23	0000236666-ODP Business Solutions, LLC	Mayflower	01.0-00000.0-11100-10000-4310-2020000	\$2,000.00	\$2,000.00
PO1-64790-2020000-230000000143-1-New							\$2,000.00	\$2,000.00
08/01/22	PO1-64790-4090000- 230000000140-1-New		Open Purchase Order for office supplies for 2022-23 school	0000236666-ODP Business Solutions, LLC	Canyon Oaks	01.0-00000.0-00000-27000-4350-4090000	\$1,500.00	\$1,500.00
PO1-64790-4090000-230000000140-1-New							\$1,500.00	\$1,500.00
08/01/22	PO1-64790-6010015- 230000000142-1-New		Open PO for office supplies 22/23	0000236666-ODP Business Solutions, LLC	Pupil Services	01.0-00000.0-00000-39000-4350-6010015	\$600.00	\$600.00
PO1-64790-6010015-230000000142-1-New							\$600.00	\$600.00

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08/01/22	PO1-64790-6040047-230000000145-1-New		Stormwater Project Fee	0000223593-WOOD ENVIROMENT & INFRASTRUCTUR E SOLUTIO	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$1,800.00	\$1,800.00
PO1-64790-6040047-230000000145-1-New							\$1,800.00	\$1,800.00
08/01/22	PO1-64790-6040047-230000000146-1-New		District Flooring Repair/Replace	0000223495-KYA SERVICES, LLC	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-230000000146-1-New							\$15,000.00	\$15,000.00
08/01/22	PO1-64790-6040047-230000000147-1-New		Fire Extinguisher Service & Certification	0000223935-MARX BROS. FIRE EXTINGUISHER C	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$9,000.00	\$9,000.00
PO1-64790-6040047-230000000147-1-New							\$9,000.00	\$9,000.00
08/01/22	PO1-64790-6040047-230000000148-1-New		Open PO for Plumbing Repairs	0000223883-CENTURY ROOTER SERVICE & PLUMBING	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$14,550.00
PO1-64790-6040047-230000000148-1-New							\$15,000.00	\$14,550.00
08/01/22	PO1-64790-6040047-230000000149-1-New		Open PO for Districtwide Fire Inspections	0000223962-CITY OF MONROVIA	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$5,000.00	\$5,000.00
PO1-64790-6040047-230000000149-1-New							\$5,000.00	\$5,000.00
08/01/22	PO1-64790-6040047-230000000150-1-New		Open PO for MHS Science Fume Hood Maintenance and Repair	0000223777-CEPA OPERATIONS, INC.	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$1,000.00	\$1,000.00
PO1-64790-6040047-230000000150-1-New							\$1,000.00	\$1,000.00
08/01/22	PO1-64790-6040047-230000000151-1-New		MOT Fleet Window Repairs	0000223451-ALL STAR GLASS	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$500.00	\$500.00
PO1-64790-6040047-230000000151-1-New							\$500.00	\$500.00

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08/01/22	PO1-64790-6040047-230000000152-1-New		Open PO for Playground Replacement or Repairs	0000224014-DAVE BANG ASSOC., INC.	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$5,000.00	\$1,692.13
PO1-64790-6040047-230000000152-1-New							\$5,000.00	\$1,692.13
08/01/22	PO1-64790-6040047-230000000153-1-New		Annual Smoke Test for all Diesel Buses	0000223389-DIESEL AIR FLEET SERVICE	Maintenance	01.0-07230.0-00000-36000-5890-6040049	\$500.00	\$500.00
PO1-64790-6040047-230000000153-1-New							\$500.00	\$500.00
08/01/22	PO1-64790-6040047-230000000154-1-New		Open PO for White Fleet Maintenance	0000223863-POWER MUFFLER & BRAKES	Maintenance	01.0-81500.0-00000-81100-5660-6040047	\$3,000.00	\$3,000.00
PO1-64790-6040047-230000000154-1-New							\$3,000.00	\$3,000.00
08/01/22	PO1-64790-6040047-230000000155-1-New		Open PO for White Fleet Maintenance	0000223577-LEON'S TRANSMISSION SERVICE	Maintenance	01.0-81500.0-00000-81100-5660-6040047	\$5,000.00	\$5,000.00
PO1-64790-6040047-230000000155-1-New							\$5,000.00	\$5,000.00
08/01/22	PO1-64790-6040047-230000000156-1-New		Open PO for Repairs on Bus Wheelchair Ramps	0000223858-SUNSET VANS	Maintenance	01.0-07230.0-00000-36000-5630-6040049	\$1,500.00	\$1,500.00
PO1-64790-6040047-230000000156-1-New							\$1,500.00	\$1,500.00
08/01/22	PO3W-64790-6000000-230000000013-1-New		Desk Risers for District Office Staff	0000223395-AMAZON.COM	District Wide	01.0-00000.0-00000-72000-4390-6000000	\$917.50	\$917.50
PO3W-64790-6000000-230000000013-1-New							\$917.50	\$917.50
08/01/22	PO3W-64790-6010015-230000000012-1-New		Office supplies for SpEd Department	0000236666-ODP Business Solutions, LLC	Pupil Services	01.0-00000.0-00000-39000-4350-6010015	\$819.30	\$819.30
PO3W-64790-6010015-230000000012-1-New							\$819.30	\$819.30

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08/02/22	PO1-64790-6010015-230000000158-1-New		Copier Lease for Special Ed Annex Office	0000223601-TIAA BANK	Pupil Services	01.0-65000.0-57600-11100-5610-6010015	\$2,416.00	\$2,268.36
PO1-64790-6010015-230000000158-1-New							\$2,416.00	\$2,268.36
08/02/22	PO1-64790-6040047-230000000157-1-New		School Driver Training 2022	0000223737-CALISTRA C. PASTRANO	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$2,500.00	\$2,500.00
PO1-64790-6040047-230000000157-1-New							\$2,500.00	\$2,500.00
08/02/22	PO2W-64790-6010015-2300000000052-1-New		Fine Arts Elective for Sp Ed Student	0000223596-JOE FERRANTE MUSIC ACADEMY	Pupil Services	01.0-65000.0-57600-11800-5850-6010015	\$1,512.00	\$1,512.00
PO2W-64790-6010015-2300000000052-1-New							\$1,512.00	\$1,512.00
08/02/22	PO3W-64790-6010012-2300000000014-1-New		ID Badges black brass plates laser engraved with gold holder	0000223927-SHAFFER AWARDS	Superintendent	01.0-00000.0-00000-71500-4390-6010012	\$70.34	\$70.34
PO3W-64790-6010012-2300000000014-1-New							\$70.34	\$70.34
08/03/22	PO1-64790-2050000-230000000167-1-New		Open PO - Office Depot, school supplies	0000236666-ODP Business Solutions, LLC	Wild Rose	01.0-00000.0-11100-10000-4310-2050000	\$5,000.00	\$5,000.00
PO1-64790-2050000-230000000167-1-New							\$5,000.00	\$5,000.00
08/03/22	PO1-64790-4080000-230000000169-1-New		Reconditioning of Football Gear	0000223419-RIDDELL	MHS	01.0-00000.0-15000-42000-5630-4080000	\$10,000.00	\$10,000.00
PO1-64790-4080000-230000000169-1-New							\$10,000.00	\$10,000.00
08/03/22	PO1-64790-4080000-230000000170-1-New		Open PO Office Supplies - MHS 2022-23	0000236666-ODP Business Solutions, LLC	MHS	01.0-00000.0-00000-27000-4350-4080000	\$9,000.00	\$9,000.00
PO1-64790-4080000-230000000170-1-New							\$9,000.00	\$9,000.00

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08/03/22	PO1-64790-6003300-230000000168-1-New		LACOE Positive Behavior Intervention and Support (PBIS)	0000223254-LACOE	LCAP Line 33	01.4-07301.0-11100-10000-5850-6003300	\$45,000.00	\$45,000.00
PO1-64790-6003300-230000000168-1-New							\$45,000.00	\$45,000.00
08/03/22	PO1-64790-6010052-230000000166-1-New		Open PO for 22/23 SY for two Convection Ones for MA & PL	0000312868-CHEFS TOYS LLC	Food Services	13.0-53100.0-00000-37000-4390-6010052	\$20,828.32	\$20,828.32
PO1-64790-6010052-230000000166-1-New							\$20,828.32	\$20,828.32
08/03/22	PO1-64790-6040047-230000000159-1-New		2022-23 Open PO for Door Repair	0000223584-DOORKEYPER SERVICE CO	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$5,000.00	\$1,840.00
PO1-64790-6040047-230000000159-1-New							\$5,000.00	\$1,840.00
08/03/22	PO1-64790-6040047-230000000160-1-New		Open PO for Bus Part and Supplies	0000223259-BETTS TRUCK PARTS AND SERVICE	Maintenance	01.0-07230.0-00000-36000-4360-6040049	\$1,000.00	\$1,000.00
PO1-64790-6040047-230000000160-1-New							\$1,000.00	\$1,000.00
08/03/22	PO1-64790-6040047-230000000161-1-New		Districtwide Backflow Prevention Assembly Test Notice Fees	0000223362-COUNTY OF LOS ANGELES	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$1,500.00	\$1,500.00
PO1-64790-6040047-230000000161-1-New							\$1,500.00	\$1,500.00
08/03/22	PO1-64790-6040047-230000000162-1-New		Open PO for MHS Stadium Field Lighting Bulb Replacement	0000318382-Musco Sports Lighting, LLC	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$5,000.00	\$5,000.00
PO1-64790-6040047-230000000162-1-New							\$5,000.00	\$5,000.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 08/12/2022

Purchase Order Board List

Run Time: 9:09:05 AM

From 07/22/22 - To 08/05/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/03/22	PO1-64790-6040047-230000000163-1-New		Open PO for MHS Stadium Field Service and Maintenance	0000223387-FIELD TURF USA, INC	Maintenance	14.0-00000.0-00000-81100-5630-4080000	\$5,000.00	\$0.00
PO1-64790-6040047-230000000163-1-New							\$5,000.00	\$0.00
08/03/22	PO1-64790-6040047-230000000164-1-New		Transportation Data Management Renewal for 22-23 SY	0000223692-ZONAR SYSTEMS INC	Maintenance	01.0-07230.0-00000-36000-5890-6040049	\$1,500.00	\$1,500.00
PO1-64790-6040047-230000000164-1-New							\$1,500.00	\$1,500.00
08/03/22	PO1-64790-6040047-230000000165-1-New		Transportation Data Management Renewal for 22-23 SY	0000224042-LOS ANGELES COUNTY TAX COLLECT	Maintenance	01.0-81500.0-00000-81100-5890-6040047	\$1,250.00	\$1,250.00
PO1-64790-6040047-230000000165-1-New							\$1,250.00	\$1,250.00
08/03/22	PO1-64790-6040047-230000000171-1-New		Open PO 2022-23 Pool Chemicals	0000223320-CALIBER COMMERCIAL POOL	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$30,000.00	\$30,000.00
PO1-64790-6040047-230000000171-1-New							\$30,000.00	\$30,000.00
08/03/22	PO3W-64790-6000030-230000000016-1-New		Workplace Ergo Accommodation Equip. Maria Gonzalez - SF	0000317657-Ergo Works, Inc.	District Wide - Personnel Svcs	01.0-00000.0-00000-27000-4390-6000000	\$641.95	\$641.95
PO3W-64790-6000030-230000000016-1-New							\$641.95	\$641.95
08/03/22	PO3W-64790-6000030-230000000017-1-New		Workplace Ergo Accommodation Equip. Maria Gonzalez - SF	0000236666-ODP Business Solutions, LLC	District Wide - Personnel Svcs	01.0-00000.0-00000-27000-4390-6000000	\$707.22	\$707.22
PO3W-64790-6000030-230000000017-1-New							\$707.22	\$707.22

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 08/12/2022

Purchase Order Board List

Run Time: 9:09:05 AM

From 07/22/22 - To 08/05/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/04/22	PO3W-64790-601005 2-230000000018-1- New		Touch Screen All- in-one POS for all cafeterias	0000223734-AREY JONES EDUCATIONAL SOLUTIONS	Food Services	13.0-53100.0-00000-37000-4490-6010052	\$28,674.39	\$28,674.39
PO3W-64790-6010052-230000000018-1-New							\$28,674.39	\$28,674.39
							\$871,352.65	\$835,095.40

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL
August 24, 2022**

ACCOUNTS PAYABLE:

DATE ISSUED July 28, 2022 through August 11, 2022

Batch Numbers:	501-508	\$	175,899.12
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PAYROLL:

FOR THE MONTH OF: July, 2022

Certificated Salaries and Wages	\$	585,459.52	
Classified Salaries and Wages	\$	550,857.95	
CalSTRS and CalPERS Contributions	\$	238,611.03	
Health & Welfare Contributions	\$	3,084.08	
Employer Payroll Taxes	\$	58,344.84	
Total Salary and Benefit:			<u>\$ 1,436,357.42</u>

TOTAL DISTRICT ACCOUNTS: \$ 1,612,256.54

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

6. 22/23-2025 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 5 through No. 7, deposited July 29, 2022, through August 11, 2022, for a total amount of \$970,703.28.

Rationale:

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

Background:

Budget Implication (\$ Amount):

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

Legal References:

Additional Information:

A copy of deposit report #5-#7 is attached.

ATTACHMENTS

- [BA Item 2025\(b-d\) Deposit Rpts #5-7 8-24-22.pdf](#)

DEPOSIT REPORT

7/29/2022

DEP #5

ACCOUNT	AMOUNT	
13.0-53100.0-00000-00000-9290-0000000	\$ 444,786.20	P/Y Accounts Receivable
13.0-53201.0-00000-00000-9290-0000000	<u>176,443.72</u>	P/Y Accounts Receivable
Total	<u>\$ 621,229.92</u>	Food Services Fund

DEPOSIT REPORT

8/5/2022

DEP #6

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 1,504.73	Other Local Income
01.0-00000.0-00000-00000-9200-0000000	2,996.00	P/Y Accounts Receivable
01.0-56400.0-00000-00000-9200-0000000	2,460.80	P/Y Accounts Receivable
01.0-90210.0-00000-00000-9200-0000000	1,243.00	P/Y Accounts Receivable
01.0-90501.0-00000-00000-8689-0000000	1,439.97	Village Program/Parent Contributions
01.0-90608.0-00000-00000-9200-0000000	22,100.00	P/Y Accounts Receivable
01.0-90801.0-00000-00000-9200-0000000	585.00	P/Y Accounts Receivable
Subtotal	<u>32,329.50</u>	General Fund
13.0-53100.0-00000-00000-9290-0000000	29,609.47	P/Y Accounts Receivable
Subtotal	<u>29,609.47</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	4,163.92	Developer Fees
Subtotal	<u>4,163.92</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-9200-0000000	30,650.00	P/Y Accounts Receivable
Subtotal	<u>30,650.00</u>	Enterprise Fund
76.0-00000.0-00000-00000-9537-0000000	17,310.86	Retirees Health Insurance
Subtotal	<u>17,310.86</u>	Payroll Clearance Fund
Total	<u><u>\$114,063.75</u></u>	

DEPOSIT REPORT

8/11/2022

DEP #7

ACCOUNT	AMOUNT	
13.0-53100.0-00000-00000-9290-0000000	<u>\$ 235,409.61</u>	P/Y Accounts Receivable
Total	<u><u>\$ 235,409.61</u></u>	Food Services Fund

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

7. 22/23-2027 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-02.

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 No. 3290 requires Board approval of gifts.

Additional Information:

The Acceptance of Gifts Report is attached.

ATTACHMENTS

- [Acceptance of Gifts #2023-02 08-24-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2023-02
 Board Meeting 20220824

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Brett C Taylor	\$150.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0824020	Increases site donation account
2							
3							
4							
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

8. 22/23-2028 - PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #3 for the Monrovia Unified School District 2022-23 SY.

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

Government Code 53060 and Board Policy 3600.

Additional Information:

The professional services agreement report is attached.

ATTACHMENTS

- [Professional Service Agmts No. 3.pdf](#)

Monrovia Unified School District
Professional Service Agreements #3

Agenda Item # 22/23-2028
August 24, 2022

Name/Company	Services	Amount	Site	Effective Dates	Funding
Amanda Gonzalez	Sound Technician	\$1,500.00	TPAC	7/6/2022-7/17/2022	Donation
Benjamin Torres	Lead Technician & Backstage Lead	\$1,000.00	TPAC	7/6/2022-7/17/2022	Donation
Jason Webb	Footloose- Stand-In Performer	\$200.00	TPAC	7/11/2022-7/14/2022	Donation
Matthew Lopez	Footloose- Performer	\$150.00	TPAC	7/28/2022-7/31/2022	Donation
Cesoir Carbajal	Footloose-Performer	\$150.00	TPAC	7/10/2022-7/13/2022	Donation
Gerardo Guillen dba Pico Rivera CPR	Three First Aid/CPR training classes for current and incoming employees	\$2,000.00	District	8/15/2022-10/1/2022	Classified PD Block Grant
San Gabriel Valley Mosquito and Vector Control District	EcoHealth Vector Inspector Program; a citizen science program, and the EcoHealth Vector Education Classroom Programs to schools	No Cost to District	District Schools as requested	8/25/2022-6/30/2023	N/A

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

9. 22/23-2029 - LEASE AGREEMENT WITH TZU CHI

RECOMMENDATION

The Board of Education is requested to approve the Lease Agreement with Buddhist Tzu Chi Foundation for use of classrooms at Clifton Middle School.

Rationale:

Background:

The District originally entered into an agreement with the Buddhist Tzu Chi Foundation on August 31, 1994 for the use of ten (10) classrooms at Clifton Middle School. These classrooms are used on certain Sundays for educational and community services-related purposes. The success of the program necessitated an addendum to the agreement in 1994-95 for two (2) additional classrooms, and since that time we have leased between seventeen (17) and twenty-three (23) classrooms per year in addition to the cafeteria, gym and a basketball court. Our relationship with the Buddhist Tzu Chi Foundation continues to be very positive and this year they are requesting, and Clifton has approved ten (10) classrooms and the outside basketball court. The annual fee for the use of classrooms and custodial services for 30 Sundays is \$10,920. The monthly fee of \$1,213.33 is due on or before the last day of the month preceding the month for which the payment is due.

Budget Implication (\$ Amount):

Estimated 2022-23 revenue is \$9,300.

Legal References:

Education Code 38134 states that the governing board may authorize fair rental charges for groups or organizations whose purpose is other than for the benefit of the students in the District.

Additional Information:

A copy of the Lease Agreement is attached.

ATTACHMENTS

- [BA Item 2029\(b\) Lease Agreement with Buddhist Tzu Chi Foundation 8-24-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

CIVIC CENTER ACT AGREEMENT

THIS CIVIC CENTER ACT AGREEMENT ("AGREEMENT") between the Monrovia Unified School District ("DISTRICT") and the Buddhist Tzu Chi Foundation, a California non-profit corporation, headquarter located at 1100 S. Valley Center Ave. San Dimas, CA 91773 ("TENANT") (collectively, "PARTIES") is entered into the day of 24th of August, 2022 pursuant to the Application and Permit for Use of School Facilities ("APPLICATION").

1. Facilities

DISTRICT leases to TENANT ten (10) classrooms and grants the nonexclusive use of certain other facilities (collectively, the "FACILITIES") at the Clifton Middle School located at 226 South Ivy Avenue, Monrovia, California, as more particularly described in Exhibit "A" hereto and incorporated herein by this reference.

2. Term and Commencement

A. The initial term of this Lease shall be for a period of one (1) year commencing September 11, 2022 and terminating on September 10, 2023 ("Initial Term"), unless sooner terminated as provided for hereinafter.

B. TENANT may request in writing not later than sixty (60) days prior to the expiration of the Term then in

effect that this AGREEMENT be extended on the same terms and conditions for three (3) consecutive additional terms of one year each ("Additional Term"). DISTRICT shall notify TENANT in writing not later than sixty (60) days prior to the expiration of the Term then in effect whether said request has been granted or denied. If denied, this AGREEMENT shall end at the conclusion of the Term then in effect.

3. Rent

A. During the term of this Lease, TENANT agrees to pay DISTRICT as rental of the FACILITIES according to the current district facility use fee schedule. The rent shall be paid in advance and due on or before the last day of the month preceding the month for which the payment is due, the first payment being due on or before September 11, 2022. Late payments received six (6) or more days after the due date shall bear interest at the rate of ten percent (10%) per annum.

4. Use

TENANT shall have the right to use and occupy the FACILITIES solely for educational or community-services-related purposes on Sundays during the hours of 8:30 a.m. to 1:00 p.m. The dates and hours specified in this AGREEMENT or ADDENDUM (after the first year of the agreement) shall be strictly observed and enforced. If a change in the date or hours occurs,

TENANT must give notice to DISTRICT at least seventy-two (72) hours in advance of the date of intended use. The DISTRICT has reserved the space to the tenant at the beginning of the school year, therefore, the rent amount may be retained by DISTRICT if the TENTENT cancels the scheduled use. If the TENTENT is not able to use the FACILITIES due to unforeseeable reasons including but not limited to, earth quake, fire, flooding, pandemic, governmental shutdown order or the safety of the FACILITIES, the DISTRICT will credit back the rent for the days that TENTENT does not use the FACILITIES.

5. Tenant's Operations

A. TENANT will be responsible for providing any equipment or supplies necessary for conducting its educational or community-services-related program. TENANT may use such furniture of the DISTRICT which may exist on the FACILITIES.

B. TENANT shall not erect, place upon, operate, or maintain any improvement on the FACILITIES without the prior written consent of DISTRICT. Any approved fixture improvements shall remain on and be surrendered with the FACILITIES on the expiration or termination of this AGREEMENT.

C. The FACILITIES and all improvements which may, with the written consent of DISTRICT, be constructed and maintained thereon shall be used consistent with section 4 of

this AGREEMENT. TENANT shall not itself use or permit any other person or entity to use the FACILITIES, or any part thereof, for any purposes which may materially damage or harm the FACILITIES or any improvements on or adjacent thereto, or the image or attractiveness thereof, or in any manner which shall constitute waste, nuisance or public annoyance; and TENANT shall exercise its reasonable efforts within its capacity to conform to, and advise all persons using or occupying any part of the FACILITIES to comply with, all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon.

D. TENANT agrees that it has read and understands DISTRICT Board Policy 1330 and DISTRICT Administrative Regulation 1330 regarding the use of school facilities. TENANT shall abide by and enforce all provisions set forth therein, including, but not limited to, those summarized herein.

6. District's Operations

DISTRICT shall have the authority to use and occupy those portions of the Clifton Middle School not subject to this AGREEMENT for such purposes and at such times as DISTRICT determines.

7. Non-Interference

TENANT and DISTRICT agree that their respective operations as set forth in sections 5 and 6 of this AGREEMENT shall not unreasonably interfere or conflict with the operations of the other.

8. Maintenance of Facilities

A. TENANT shall, during the term of this AGREEMENT, keep in good order, condition, and repair, subject to normal wear and tear, the FACILITIES and provide all janitorial and custodial services associated with its use of the FACILITIES. After using the FACILITIES each Sunday, TENANT shall (1) clean the FACILITIES to the satisfaction of the DISTRICT, (ii) restore the FACILITIES to the same condition that existed immediately preceding the use of the FACILITIES, and (iii) remove all equipment and supplies of TENANT from the FACILITIES. If TENANT fails to perform its obligations under this section, DISTRICT shall notify TENANT to cure immediately. DISTRICT may at its option, enter upon the FACILITIES and remedy any such failure of TENANT, if TENANT fails to cure within three (3) business days after receiving the notice to cure, with any cost thereof to become due and payable as additional rent by TENANT to DISTRICT upon demand.

B. At the option of DISTRICT, TENANT shall either promptly repair any damage to the FACILITIES resulting from TENANT's use of the FACILITIES, or reimburse DISTRICT for such repairs. DISTRICT will, at its own cost, provide usual ongoing maintenance for normal wear and tear to the FACILITIES and repair damage not associated with TENANT's use. Representatives of TENANT and DISTRICT will jointly inspect the FACILITIES and list any and all existing damage at the beginning of the AGREEMENT term. During the duration of this AGREEMENT, both PARTIES agree to notify each other of any new damage attributable to TENANT's use of the FACILITIES immediately after discovery.

C. On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the FACILITIES to DISTRICT in the same condition as when received, in broom clean condition, ordinary wear and tear excepted. TENANT shall repair any damage to the FACILITIES occasioned by the removal of its property, prior to the expiration or sooner termination of this AGREEMENT.

9. Insurance

A. TENANT agrees, at its own cost and expense, to maintain in full force during the term of this AGREEMENT, comprehensive public liability and property damage insurance,

insuring against claims for injuries to persons or property occurring in, upon or about the FACILITIES arising out of TENANT's occupancy or use of the FACILITIES. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage. Said liability policy shall also include abuse/molestation coverage with minimum limits of \$3,000,000 per occurrence, \$6,000,000 aggregate.

B. TENANT's insurance company shall supply DISTRICT with a Certificate of Insurance of such liability policy, and it agrees to provide an endorsement to such comprehensive liability policy or policies showing DISTRICT as an additional insured with respect to claims arising out of TENANT'S occupancy and use of the FACILITIES. TENANT's Certificate of Insurance shall be submitted to DISTRICT together with the first payment of rent and prior to use of the FACILITIES.

C. Each policy evidencing insurance required to be carried by TENANT pursuant to this section shall contain the following provisions and/or clauses: (a) a provision that such policy and the coverage evidenced thereby shall be primary and that any coverage carried by DISTRICT shall be noncontributing with respect to any policies carried by TENANT; (b) a waiver by

the insurer of any right to subrogation against DISTRICT, its officers, agents, employees and representatives which arise or might arise by reason of any payment under such policy or by reason of any act or omission of DISTRICT, its officers, agents, employees or representatives; and (c) a provision that the insurer will not cancel or change the coverage provided by such policy without first giving DISTRICT thirty (30) calendar days prior written notice. TENANT shall pay any additional insurance premiums which may be required for the inclusion of such provisions.

D. DISTRICT shall carry the necessary policy or policies covering the hazard of fire for the FACILITIES.

10. Liens and Claims

A. TENANT shall not suffer or permit to be enforced against the FACILITIES, or any part thereof, or any improvements thereon, any mechanics', materialmens', contractors' or subcontractors' liens arising from any improvement of work on or about the FACILITIES, or any other claim or demand howsoever the same may arise, but TENANT shall pay or cause to be paid all said liens, claims or demands before any action is brought to enforce the same against the FACILITIES or improvements. TENANT agrees to indemnify and hold DISTRICT and the FACILITIES free and harmless from any and all such liens, claims, demands

and actions (collectively, the "Liens") together with reasonable attorneys' fees and all costs and expenses in connection therewith.

B. Notwithstanding the foregoing paragraph, if TENANT shall in good faith contest the validity of any such Lien, then TENANT shall at its sole expense defend itself and DISTRICT against the same and shall pay and satisfy any expense or cost of any judgment that may be rendered thereon before the enforcement thereof against DISTRICT or the FACILITIES, upon the condition that if DISTRICT shall require, TENANT shall furnish to DISTRICT, a surety bond satisfactory to DISTRICT in an amount at least equal to such contested Lien indemnifying DISTRICT against liability for the same, and holding the FACILITIES free from the effect of such Lien, or if DISTRICT shall request, TENANT shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted providing for a bond freeing the FACILITIES from the effect of such Lien.

11. DISTRICT'S Non-Liability and Indemnity

A. DISTRICT shall not be liable for any loss, damage or injury of any kind or character to any person or property (a) caused by or arising from any use or misuse of the FACILITIES, or any part thereof, by TENANT or any of its agents,

employees, licensees or invitees, (b) caused by or arising from any act or omission of TENANT, or of any of its agents, employees, students, licensees or invitees, (c) caused by or arising from any accident on the FACILITIES or any fire or other casualty thereon occasioned by any act or omission of TENANT or any of its agents, employees, licensees or invitees, (d) caused by or arising from the failure of TENANT to maintain the FACILITIES in safe condition, or (e) caused by or arising from any other cause whatsoever in the course of TENANT's use of the FACILITIES, except as occasioned by the negligence or willful misconduct of DISTRICT or its employees. TENANT, as a material part of the consideration of this AGREEMENT, hereby waives on its behalf all claims and demands against DISTRICT for any such loss, damage or injury of TENANT.

B. TENANT shall defend, indemnify, and hold harmless DISTRICT and its officers, agents, and employees from and against any and all claims, demands, losses, actions, damages, liabilities and expenses, including attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by TENANT of the FACILITIES or any part thereof, or arising from or out of TENANT's failure to comply with any provision of this AGREEMENT, or otherwise occasioned wholly or in part by gross

negligent act of TENANT, its agents, representatives, employees, servants, invitees or licensees. In case DISTRICT shall, without fault on its part, be made a part to any litigation commenced by or against TENANT, then TENANT shall protect and hold DISTRICT harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by DISTRICT in connection with any such litigation. DISTRICT may, at its option, require TENANT to assume DISTRICT's defense in any action covered by this section through counsel satisfactory to DISTRICT.

12. Utilities

A. TENANT shall reimburse DISTRICT for its pro rata use of utilities and services related to the FACILITIES during their use by TENANT within ten (10) days after TENANT receives an invoice from DISTRICT, together with copies of the applicable utility and service bills.

B. Any and all utility and service costs incurred by TENANT shall be separate and apart from any rental payment which is due pursuant to section 3 of this AGREEMENT.

C. If any such charges are not paid when due, DISTRICT may pay the same, and charge the amount thereof to TENANT who agrees to pay the same on demand, together with ten percent (10%) interest per annum, or the maximum allowed by law,

whichever is the lesser, from the date of expenditure by DISTRICT.

13. Notices

All notices or communications relating to this AGREEMENT shall be delivered in writing, as follows:

DISTRICT: Monrovia Unified School District
325 East Huntington Drive
Monrovia, California 91016
Attn: Dana Smith
Assistant Superintendent
Business Services
dsmith@monroviасchools.net

TENANT: Buddhist Tzu Chi Foundation
1100 S. Valley Center Ave.,
San Dimas, CA 91773
Attn: Debra Boudreaux, CEO
Copy to:
Jennifer Chen, General Counsel
Jennifer.chen@tzuchi.us

Either party may hereafter designate such other person(s) or address(es) by giving the other party written notice of the same as provided for in Section 14 herein.

Notices or communications delivered personally or sent by email or fax shall be effective upon receipt. Notices or communications delivered by United States Mail, postage prepaid, shall be effective three (3) calendar days after depositing in the United States Mail. Notices and communications sent by

overnight delivery shall be effective the day delivery is confirmed by the overnight courier.

14. Assignment

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

15. Breach and Termination

A. In the event of any breach of this AGREEMENT by TENANT, DISTRICT shall notify TENANT in writing of such breach, and TENANT shall have ten (10) calendar days in which to cure said breach. DISTRICT may, but shall not be required to, terminate this AGREEMENT if the breach is not cured within the specified timeframe. Any breach of this AGREEMENT by TENANT shall constitute just cause for the denial of TENANT's requests for future use of DISTRICT property.

B. This AGREEMENT may be terminated by either party upon two (2) months prior written notice to the other party.

16. Severability

If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17. Waiver

The failure of either party in either one or more instances to insist upon strict performance of any of the terms, conditions, or covenants in this AGREEMENT or to exercise any option herein conferred shall not be deemed a waiver or relinquishment of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

18. Partial Destruction or Damage

In the event of partial destruction of or damage to the FACILITIES or the FACILITIES being declared unsafe or unfit for occupancy by a public authority authorized to make such declaration, for any reason other than TENANT's act, omission, use or occupation, except as otherwise provided; DISTRICT shall have the option either to terminate this AGREEMENT, or as soon as practicable, to make such repairs as are necessary to restore the FACILITIES to the condition which existed prior to the destruction or damage and/or make such repairs as are necessary to make the FACILITIES safe and fit for occupancy. TENANT shall be entitled to a reduction of rent proportionate to the

interference with TENANT's ordinary use of the FACILITIES pursuant to this AGREEMENT.

19. Right of Entry

DISTRICT shall have the right at all reasonable times to inspect the FACILITIES to determine if TENANT is complying with the provisions of this AGREEMENT.

20. California Law and Venue

This AGREEMENT is entered into pursuant to the authority of the Civic Center Act, California Education Code sections 38130 - 38139, and shall be construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this AGREEMENT shall be exclusive in the City of Los Angeles.

21. Parking

TENANT agrees that the number of vehicles at the Clifton Middle School at any one time will not unduly impact the surrounding residential community, and TENANT agrees that there will be no vehicle parking other than in the current parking area designated on Exhibit "A" or on the street without permission of DISTRICT.

22. Counterparts

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but

all of which together shall constitute but one and the same instrument.

23. Entire Agreement

This AGREEMENT constitutes the entire agreement between TENANT and DISTRICT and fully supersedes any and all prior agreements and understandings, written or oral, between TENANT and DISTRICT pertaining to the subject of this AGREEMENT.

24. Modification

Any and all modifications to this AGREEMENT must be in the form of a prior written amendment executed by both parties.

IN WITNESS WHEREOF, the PARTIES hereto have ready this agreement and understand its entirety. The PARTIES duly approved and executed this AGREEMENT consisting of 18 pages on the date set forth opposite their respective signature.

**MONROVIA UNIFIED SCHOOL DISTRICT
(DISTRICT)**

By: _____
Ryan D. Smith

Its: _____
Superintendent

Dated: _____

**BUDDHIST TZU CHI FOUNDATION
(TENANT)**

By: _____
Debra Boudreaux

Its: _____
CEO

Dated: _____

EXHIBIT "A" – 2022-23

Description of Facilities of Lease for Tzu Chi Foundation, USA

- ◆ **Ten (10) Classrooms**
 - Building A, rooms 2, 3, 4**
 - Building B, room 15**
 - Building E, room 25**
 - Building J, rooms 35, 36, 37, 38 and 40**

- ◆ **One staff room – Building J, room 39 – (No Charge)**

- ◆ **Outdoor basketball court**

- ◆ **Restrooms on the north side of Building B and the north side of Building J**

- ◆ **West parking lot on Ivy Avenue**

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

10. 22/23-3011 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #3.

Rationale:

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

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

- [2022-08-24_Personnel_Report_3.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #3

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Jacqueline	Diep	Teacher - SELPA Severe Disability	Employ	8/8/22	Plymouth		C-65002.0	002770	E-6	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
2 #	Delma	Cardenal	Teacher on Special Assignment	training, Summer Institute, and 2022-23 planning.	6/10/22-8/1/22	District Office	NTE 100 hrs.	C-07102.0	003891	\$40.00/hr.	100%
3	Yecsenia	Delgado	Ad/Ed Pharmacy Tech Coordinator	Employ	08/27/22-5/20/23	Adult Ed	15 hrs/wk	C-39050.0 50% C-63910.0 50%	004045	\$46.83/hr	100%
4 #	Steven	Dowdle	Ad/Ed CTE Instructor	Employ	8/22/22-4/28/23	Adult Ed	16 hrs/wk	C-63910.0	003239	\$42.62/hr	100%
5 #	Paula	Mariscal	Teacher on Special Assignment	training, Summer Institute, and 2022-23 planning.	6/10/22-8/1/22	District Office	NTE 100 hrs.	C-07102.0	003891	\$40.00/hr.	100%
6 #	Chad	Miller	Teacher on Special Assignment	training, Summer Institute, and 2022-23 planning.	6/10/22-8/1/22	District Office	NTE 100 hrs.	C-07102.0	003891	\$40.00/hr.	100%
7 #	Robin	Noble Dolan	Adult Ed CNA Instructor/Coordinator	Employ	8/1/22-6/2/23	Adult Ed	16 hrs/wk	C-63910.0	003359	\$46.83/hr	100%
8 #	Harry	Terrill	Adult Ed Teacher Construction Instructor	Employ	8/22/22-4/28/23	Adult Ed	NTE: 8 hrs/wk	C-63910.0	003235	\$46.83/hr.	100%
9 #	Richard	Thibault	Adult Ed Teacher ESL Instructor	Employ	8/22/22-4/28/23	Adult Ed	16 hrs/wk	C-63910.0	003235	\$44.74/hr	100%
10 #	Mark	Tremper	Adult Ed ESL Prog Coordinator /Pronunciation Instructor	Employ	8/1/22-5/31/23	Adult Ed	30 hrs/wk	C-63910.0	003235	\$46.83/hr.	100%
11 #	Alan	Whitaker	Adult Ed Teacher Computer Instructor	Employ	8/9/22-5/26/23	Adult Ed	17 hrs/wk	C-63910.0	003235	\$46.83/hr.	100%

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
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None

D. Terminations

First Name	Last Name	Classification	Action	Effective	Site
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None

E. Other

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
12 # Brian	Ilharreguy	Assistant Principal	Promotion; transfer from District Office.	7/25/2022	CO/MP		G-00000.0 17% G-00000.0 17% C- 63910.0 66%	002848	M-9/1	100%

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #3

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	# Luis	Hernandez	Clerical Assistant III	MHS	Employ	\$3254.23/mo	22	1	8 hr./d.; 10 mo./yr.	8/4/2022	000504	G 00000.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
2	# Victoria	Banuelos	Senior Account Clerk Extra Hours	Fiscal Services	Employ: BEST training and payroll processing.	\$25.32/hr.	26	5	NTE: 120 hours total.	7/1/22-6/30/23	001567	G 00000.0	100%
3	# Liana	Beserra	Special Education Administrative Secretary Extra Hours	District Office	Employ: ADR meetings and to process ADR paperwork.	\$30.84/hr.	24	5	NTE: 2 hours per day.	7/1/22-6/30/23	004116	C 65360.0	100%
4	# Theresa	Brunn	Personnel Technician Extra Hours	Human Resources	Employ: To assist with various duties in the vacant Personnel Analyst position.	\$29.06/hr.	15-K	2	NTE: 10 hours per week.	8/1/22-6/30/22	003598	G 00000.0	100%
5	# Javier	De la O Lainez	Data Support Specialist Extra Hours	Technology	Employ: Media support for Board meeting.	\$36.65/hr.	45	3	Hourly, as needed.	6/22/2022	003272	G 00000.0	100%
6	# Javier	De la O Lainez	Data Support Specialist Extra Hours	Technology	Employ: Media support for Board meeting.	\$36.65/hr.	45	3	Hourly, as needed.	7/13/22-6/30/23	003376	C 07303.0	100%
7	# Javier	De la O Lainez	Data Support Specialist Extra Hours	Technology	Employ: Media support for Board meeting.	\$36.65/hr.	45	3	Hourly, as needed.	6/1/22-6/30/22	003272	C 07303.0	100%
8	# Nancy	Gonzalez	Clerical Assistant I Extra Hours	Wild Rose	Employ: Office support.	\$21.29/hr.	17	6	NTE: 5 hours per day.	8/10/22-6/7/23	000841	G 00000.0	100%
9	# Claudia	Granger	Personnel Services Administrative Secretary Extra Hours	Human Resources	Employ: To assist with various duties in the vacant Personnel Analyst position.	\$35.41/hr.	15-K	6	NTE: 10 hours per week.	8/1/22-6/30/22	003598	G 00000.0	100%
10	# Glenda	Herrera	Accounting Technician II Extra Hours	Fiscal Services	Employ: BEST training.	\$34.04/hr.	36	6	NTE: 120 hours total.	7/1/22-6/30/23	001567	G 00000.0	100%
11	# Victoria	Meli	Bilingual Technician Extra Hours	Human Resources	Employ: COVID tracking.	\$26.60/hr.	26	6	NTE: 5 hours per week.	8/1/22-6/30/23	004083	C 58300.0	100%
12	# Victoria	Meli	Bilingual Technician Extra Hours	Human Resources	Employ: Transcripts, employee record request and subpoenas.	\$26.60/hr.	26	6	NTE: 5 hours per week.	8/1/22-6/30/23	003598	C 58300.0	100%
13	# Monica	Menjivar	Substitute Campus Assistant	Wild Rose	Employ: To substitute as needed during the 2022-23 school year.	\$15.53/hr.	4	6	NTE: 5 hours per day.	8/17/22-6/7/23	003803	G 00000.0	100%
14	# Beth	Montenegro	Substitute Campus Assistant	Wild Rose	Employ: To substitute as needed during the 2022-23 school year.	\$15.53/hr.	4	6	NTE: 5 hours per day.	8/17/22-6/7/23	003803	G 00000.0	100%
15	# Obdulia	Moreno	Personnel Specialist Extra Hours	Human Resources	Employ: Recruitment of vacant positions.	\$27.94/hr.	28	6	NTE: 3 hours per week.	7/15/22-8/30/22	002650	G 00000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
16	# Sandra	Ochoa Chavez	Substitute Campus Assistant	Wild Rose	Employ: To substitute as needed during the 2022-23 school year.	\$15.53/hr.	4	6	NTE: 5 hours per day.	8/17/22-6/7/23	003803	G 00000.0	100%
17	# Alena	Ohr	Senior Account Clerk Extra Hours	Fiscal Services	Employ: BEST training.	\$26.60/hr.	26	6	NTE: 120 hours total.	7/1/22-6/30/23	001567	G 00000.0	100%
18	# Lorena	Rosales	Clerical Assistant I Extra Hours	Wild Rose	Employ: Office support.	\$21.29/hr.	17	6	NTE: 5 hours per day.	8/10/22-6/7/23	000841	G 00000.0	100%
19	# Doris	Wang	Senior Account Clerk Extra Hours	Fiscal Services	Employ: BEST training.	\$26.60/hr.	26	6	NTE: 120 hours total.	7/1/22-6/30/23	001567	G 00000.0	100%
20	# Denise	Zaldivar	Senior Account Clerk Extra Hours	Fiscal Services	Employ: BEST training and payroll processing.	\$22.93/hr.	26	3	NTE: 120 hours total.	7/1/22-6/30/23	001567	G 00000.0	100%

C. Leaves of Absence

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

D. Resignations

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

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
21	# Liana	Beserra	Administrative Assistant	Supt.'s Office	Promotion; transfer from Special Education Services.	\$6168.72/mo	21-S	1	8 hr./d.; 12 mo./yr.	8/8/2022	000746	G 00000.0	100%
22	# Shershonna	Huff	Director of Human Resources	Human Resources	Promotion; transfer from Superintendent's Office.	\$8,521.02/mo	28-S	4	8 hr./d.; 12 mo./yr.	7/1/2022	001663	G 00000.0	100%
23	# Barbara	Orozco	Clerical Assistant III	CO/MP	Promotion; transfer from Plymouth.	\$2699.80/mo	22	3	8 hr./d.; 10 mo./yr.	8/1/2022	003512	G 00000.0	50%
24	# Jonathan	Trujillo	Custodian	MHS	Increase number of months worked.	\$2100.38/mo	21-H	2	5 hr./d.; 12 mo./yr.	8/1/2022	002447	G 00000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

F. Other

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

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

11. 22/23-3012 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #3.

Rationale:

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

ATTACHMENTS

- [08242022TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Conference/Inservice Attendance and Travel
Report # 3

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

1/ SEIS Conference
San Joaquin Office of Education
October 11 – 14, 2022
San Diego, CA
Account#: 01.0-65000.0.50010-39000-5220-6010015
Estimated cost: \$1602.72
(Registration: \$550.00; Meals: \$213.00; Lodging: \$674.97; Mileage: \$158.75; Hotel Parkin: \$66.00)

Liana Beserra, Pending new SPED Administrative Secretary
Vonni Cummings, Teacher on Special Assignment
Eva Puccio, Clerical Assistant III.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D (No cost to District)

None

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1018 - AGREEMENT WITH FOOD ED

RECOMMENDATION

The Board of Education is requested to approve an agreement with Food ED for an in-person STEAM Garden and Food Science program at each of the five (5) elementary school sites for the 2022/23 school year.

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

Rationale:

Monrovia Unified School District is requesting to implement the Garden Explorer (TK-3) and EcoSolver (4-5) programs with Food ED. The outdoor learning programs follow necessary Next Generation Science Standards (NGSS) and STEAM pedagogies for each grade while adding more complexity every year. The interdisciplinary garden-based education programs allow students to learn about gardening, healthy eating, nutrition, environmental stewardship, and innovation through hands-on lessons.

Background:

Food ED has partnered with Monrovia Unified School District in the past by bringing their strong garden science program to Bradoaks Elementary Science Academy, Monroe Elementary, and Plymouth Elementary schools. This agreement will expand the programs into each of the five (5) elementary schools.

Budget Implication (\$ Amount):

The cost of the programs for 2022/23 will be \$72,450, which includes the summer care and oversight fees. The cost of the programs will be funded through Supplemental and Concentration funds.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [Food ED Primary Contract 22-23v2 Signed - 20220809.pdf](#)

Food ED

Monrovia Unified School District Primary School Outdoor STEAM Education and Care Proposal September 2022-August 2023

Prepared by,
Kristin Ritzau, PhD
Executive Director

I. Overview

Food ED's garden and food science programs partner with grades TK-12 to build a comprehensive and cumulative science focused experience that follows students through their learning career. We are driven by reimagining outdoor education to be in line with project-based learning modules, focusing on the solutions to the issues facing our world. Our hands-on learning programs provide inspirational pathways for students to imagine themselves in the green jobs of the future while being equitable at each of our sites to every learner. We recently were contacted by Dr. Gero to put together a proposal to streamline our services for all elementary schools in Monrovia. This proposal replaces all proposals for our K-5 education programs to-date for the 2022-23 school year and will provide the foundation for the elementary school partnership between Food ED and MUSD.

A. Our Program

Our outdoor learning programs follow necessary Next Generation Science Standards (NGSS) and STEAM pedagogies for each grade while adding more complexity every year. Our cohort model walks TK-3 classes through our Garden Explorer Program. Each class has six in person lessons and four weeks' worth of classroom companion lessons in English and Spanish for teachers. Grades 4-5 participate in our project-based learning EcoSolver modules for 6-8 weeks. At the end of their team projects, they present their findings in a Science Symposium. Our 12-month garden care program also makes sure the garden is maintained at each partner school with attention given to soil health, plant care, and irrigation oversight.

We seek to continue our strong 21-22 garden science program, building on our success and partnership with MUSD. After partnering with Bradoaks, Plymouth, and Monroe Elementary Schools, our program is now expanding to each of the five elementary schools in Monrovia – adding Mayflower and Wild Rose. With key partnerships, our garden programs continue to serve a larger vision and mission than just growing food as we work with key administrators and teachers to always connect what we do to the classroom experience as well.

We were also asked to present a plan for additional existing green spaces at each school that demonstrate substantial room for improvement and oversight. These sites can be used as literacy and science gardens making space for more intentional education and hands-on learning.

To this end, this proposal will walk through our objectives and detail our programs, oversight plan, and the additional spaces addendum as well.

B. Objectives:

- 1) Provide schools with NGSS in person lessons, downloadable packets for teachers, engaging STEAM crafts, activities, and recipes primarily focused on San Gabriel Valley ecosystems.
- 2) Experiential, hands-on in-person lessons with students working alongside the Food ED garden education team on garden care, planting, and harvesting.
- 3) Concentrated lessons focus on compost, pollinators, food webs, plant exploration and anatomy focused on the science of leaves, flowers, stems, and roots, weather, seeds, insects, seasons, and more.
- 4) Upper grade lessons focus on project-based learning modules integrated with students of all different abilities. The students focus on one particular area such as Water, Food of the Future, and Neighborhood Habitat Projects. Each grade's class will be led by our educators in teams where they will come up with a project focused on the theme and present their projects in a mini-capstone science symposium.
- 5) Provide partner schools with garden maintenance and management so the garden is well-kept and remains healthy. Plan includes organic fertilizers, pest control, seeds and plants.
- 6) Engage community with extra volunteer days and mobilize greening efforts at each campus.
- 7) Training for garden volunteers and teachers who would like to be involved in the garden program.
- 8) Showcase the garden program at a school event such as a back-to-school night, providing health education for families of the school.

II. Program Details

A. Grades TK-3 Garden Explorer Program

Our TK-3 program works with up to 16 classes for a hands-on learning experience in the garden with our education team. Food ED works with the appointed liaison or principal at each school to register up to eight TK-3 classes for the first cohorts A and B when their appointed time comes. These cohorts meet with the garden education team one day every other week for four months. Another eight classes in cohorts C and D start their lessons after the first two cohorts finish. The Food ED team is on one campus for five hours each week with four classes each time. (See Appendix A for sample schedule.) Food ED provides classroom curriculum in addition to the garden classes as well if the teacher chooses to use them in the weeks between (or after) the lessons conclude.

B. 4-5 EcoSolver Program

Our 4-5th grade EcoSolver modules still take place in the garden, but we switch gears to working with the upper grades on their project-based learning modules. Each grade focuses on specific projects meeting all necessary NGSS and California Public School Science Standards. 4th graders build an ecosystem habitat around a Monrovia organism. 5th graders focus on water, food science, and the future of food as they learn about growing in a new climate while problem solving with scientific foundations. After the entire grade chooses their organism or food they will grow, they are broken into teams to begin their grade-appropriate Claims, Evidence, Reasoning projects to problem solve around their issue. Our education team assists in 6-7 weeks of mentoring and lessons culminating in a science symposium for their school in week 8 or possibly something district-wide depending on school calendar and collaboration.

C. Education program fees per school

i. Garden Explorers: \$6920

Includes dedicated garden educator and volunteer supervision; 24 weeks of garden lessons for up to 16 different classes in grades TK-3**. Four weeks of supplemental in-class lessons making a total of 10 weeks' worth of NGSS material for each grade.

ii. EcoSolvers: \$3090

EcoSolvers includes 6-7 weeks of 50-minute lessons each week per class in-person/garden teaching and mentoring per grade by our garden education team as well as some supplemental class material for teachers.

It is \$1545 for *each* grade choosing to participate (up to 3 classes in a grade). Science Symposium can be run in week 8 of program to showcase projects to district officials and families during school day.

Fee includes one family health/education event featuring the garden and family activities at a back-to-school night, STEAM night, or something similar.

*iii. Supply fee for 2022-23: \$1,700**

Includes:

Soil and organic fertilizers \$400

Plants \$300

Seeds \$100

Irrigation maintenance \$200

Tools (trowels, shovels, pitchforks, gloves, hose replacement) \$200

Food science supplies - \$200

Education STEAM materials – utensil, engineering and tech supplies, clipboards, paper supplies, craft supplies \$300

iv. New schools start-up fee for bulk soil and irrigation repairs: \$1200

This fee will apply to Wild Rose and Mayflower in order to get the gardens to Food ED standards for our program. \$700 will go towards soil remediation and \$500 will go towards rehabbing and repairing the irrigation systems.

v. *Summer care fee OR returning start-up fee*: \$1,200 OR \$500

Includes care for months when garden is not used by the school garden program. Summer care includes weekly management of garden while students are out of school, making sure garden health is cared for, vegetables are harvested and given to school or community charity, irrigation is maintained. We often employ MHS students for our summer EcoEntrepreneur program where they learn new skills, help at our sites, and are exposed to guest speakers and field trips in the green job fields. If you opt out of this, then a \$500 start-up fee occurs every year to get the garden back in shape to use again.

Total for a returning schools in 2022-23 school year: \$12,710**

Total for a new partner schools with start-up fee: \$13,910

Overhead and admin fee: \$6500

**Total cost for all Monrovia Elementary Schools for 2022-2023 school year:
\$72,450.**

*This does not cover large irrigation repairs or irrigation infrastructure matters that stem from the building's or water system's maintenance. Also does not cover major soil (over 2 cubic yards) rebuilding which will need to occur every 4-5 years.

**Includes summer care. Deduct \$500 for no summer care.

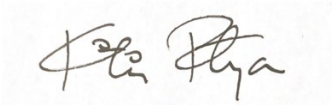
Prepared by,
Food ED
Food Exploration and Discovery
EIN 85-1113722

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



**Food Exploration
& Discovery**

Signatures



8/4/22

Kristin Ritzau, PhD
Executive Director
Food Exploration and Discovery

Date

Dr. Ryan Smith
Superintendent
Monrovia Unified School District

Date

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1019 - DISTRICT MEMBERSHIP WITH MYSTERY SCIENCE

RECOMMENDATION

The Board of Education is requested to approve a quote from Mystery Science, a part of Discovery Education, for the 2022-23 SY. District membership is valid through June 30, 2023.

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

Rationale:

Mystery Science features ready-to-teach multimedia science and STEM lessons for K-5 students. Each lesson begins by posing a question commonly asked by elementary-aged students, which is followed by a series of brief videos and prompts used to guide class discussion. Through hands-on science and engineering activities, Mystery Sciences makes science fun to learn, easy to teach, and memorable for all students.

Budget Implication (\$ Amount):

The total cost of the district's membership, which will give access to all five (5) elementary school sites, is \$7,995. This will be funded by Supplemental and Concentration funds.

Legal References:

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

Additional Information:

Copies of the quote and the terms of service are attached.

ATTACHMENTS

- [Quote - Mystery Science.pdf](#)
- [Terms - Mystery Science.pdf](#)

Quote #190399

Quote Issued: August 2, 2022 • Quote Expires: August 31, 2022

Monrovia Unified School District Monrovia, CA, US

District Membership for 2022-2023 with US \$2,000 discount

Membership is valid through June 30, 2023.

Includes access to all lessons for all teachers at Monrovia Unified School District.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/91f334>

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2022-2023

Membership period: July 1, 2022 - June 30, 2023

\$1,999 x 5 priced schools	\$9,995
\$400 Discount x 5 priced schools	- \$2,000

Grand total (USD) \$7,995

Total Discount of \$2,000

See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/91f334>

Other questions? visit our help center at

<https://support.mysteryscience.com>

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to

Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
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Atlanta, GA 30374-5873

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Effective: February 1, 2022

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Privacy. Please refer to our **Privacy Policy** for information on how we collect, use and disclose information about users of our Services.

Using Our Services

As long as you comply with these Terms, you may use our Services for educational and non- commercial purposes.

Fees. We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASE ORDERS SUBMITTED BY YOU TO US AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL, NON-REFUNDABLE, AND NON-CANCELLABLE.

Shipping. We ship Mystery Packs F.O.B origin. You will be responsible for the shipping and handling fee listed on the invoice you receive from us.

Links to Other Sites. Our Services may contain links to content or services provided by other companies (“Third Party Links”). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

Acceptable Use and Conduct

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

Prohibited Conduct. You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. “Prohibited Conduct” includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

Prohibited Content. You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. “Prohibited Content” includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, or “spamming;” is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person’s content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

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Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

Use of the Services is at Your Own Risk

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

Use of Materials is at Your Own Risk.

As part of the Services, we may recommend the use of certain materials and supplies ("Materials"). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS (\$100.00).

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Indemnification

You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

General Provisions

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Contacting Us

If you have any questions about these Terms, please **contact us**.

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

3. 22/23-1023 - ELEVO CONSULTANT AGREEMENT FOR VILLAGE EXTENDED SCHOOL PROGRAMS

RECOMMENDATION

The Board of Education is requested to approve a Consultant Agreement with Elevo for the Village Extended School Programs.

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

Rationale:

The Village Extended School Program has reached enrollment capacity for the before and after school programs. The current enrollment in the Village program is 115 students in the before school program and 380 students in the after school program. All Village sites are carrying a waitlist with over 160 students desiring enrollment in the program. The Village Extended School Program is seeking additional staff in order to enroll waitlisted students. Currently, the Village program has 10 open activity leader positions and need to be filled. The activity leader positions have had a continuous posting on the EdJoin job board for the past year. During the 2021/22 year, no applications were received, and there are currently no applicants to interview for the 2022/23 school year. In order to meet the community demand, additional staff is needed to enroll all of the students who want and need the Village Extended School Program. The contract with Elevo is for 7,515 hours, which covers the duration of the 2022/23 school year. The contract with Elevo covers the cost of recruiting, interviewing, background checks, training, onboarding, salary and benefits of up to 12 Elevo staff coaches.

Background:

Elevo is an educational service provider that specializes in placing qualified staff to help support school district's Expanded Learning Opportunity Programs (ELO-P). The Elevo staff will work alongside Village Extended School Program staff to provide students with enrichment opportunities focused on social emotional learning and physical activity. Elevo is currently working with several surrounding school districts. Rosemead Unified, Baldwin Park Unified, and Lynwood Unified are contracting with Elevo and have provided personalized feedback and testimony to the quality of service Elevo provides.

Budget Implication (\$ Amount):

The cost of the contract is \$751,500. This cost will be covered by the Expanded Learning Opportunities Program (ELO-P) Grant. The State of California has awarded Monrovia Unified School District ELO-P funding for the 2021/22 and 2022/23 school

years. Monrovia Unified School District has adequate ELO-P funding to execute the agreement with Elevo.

Legal References:

The Expanded Learning Opportunities Program is authorized by Senate Bill 129 and Assembly Bill 130. Education Code 17604 requires all contracts or agreements to be approved or ratified by the Board of Education.

Additional Information:

A copy of the consultant agreement is attached.

ATTACHMENTS

- [Elevo - ELOP Consultant Agreement - 20220824.pdf](#)



Elevo

Consultant Agreement

THIS AGREEMENT made and entered into by and between Elevo, hereinafter referred to as the “Vendor/Consultant” and the Monrovia Unified School District.

1. It is agreed that the Vendor/Consultant is acting in an independent status and not as an agent or employee of the Monrovia Unified School District.
2. The Vendor/Consultant agrees to provide a Certificate of Liability Insurance coverage with the following minimum limits:

General Liability:	\$1,000,000 (per occurrence)
General Aggregate:	\$3,000,000 (annual)
Bodily Injury:	\$1,000,000 (per occurrence)
Personal Injury:	\$1,000,000 (per occurrence)
Property Damage:	\$100,000 (per occurrence)

3. Scope of Services: Elevo Learning utilizes recently graduated college students who act as near-peer mentors and role models. These staff members will provide Elevo’s WASC accredited curriculum, which is an engaging, blended, Social Emotional Learning (SEL) and Physical Education program, to students on-site in order to support Monrovia USD with its ELOP after-school program for the 22/23 school year. A detailed outline of the requested staff and program schedule is included in Appendix A.

The Vendor/Consultant will execute this program based on guidance received by the district but shall not exceed a program total of 7,371 hours worked which is a cost of \$700,245.

4. The parties enter into this agreement with the understanding that if for any reason, Monrovia Unified School District wishes to terminate this agreement, it may do so and pay the Vendor/Consultant a prorated portion of the sum due based on work already satisfactorily completed.
5. The Vendor/Consultant will complete the criminal background check requirements of California Education Code Section 45125.1 for any school sites where we will be working with students directly. None of the Elevo Learning



Elevo

Consultant Agreement

employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

6. Vendor/Consultant agrees to defend, indemnify and hold harmless Monrovia Unified School District., its Board of Trustees, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of the Vendor/Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses. Vendor/Consultant shall defend, at Vendor/Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. Vendor/Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by Vendor/Consultant. Vendor/Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor/Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.



Elevo

Consultant Agreement

Monrovia Unified School District agrees to compensate the Vendor/Consultant for services rendered above in a not to exceed amount of **\$700,245**.

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

District Name & Address

See Scope of Service

Event Date(s) and Times

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written, including (if applicable) the attached Addendum/Quote regarding the scope of work to be performed.

Elevo	4666 Cass Street, Unit 200
-------	----------------------------

Company Name

Company Street Address


San Diego	CA	92109	323-484-2402
-----------	----	-------	--------------

City

State

Zip Code

Phone Number

Shane Schuurmans /  / 08/18/2022

Legal Representative's Name (Print)

Signature

Date

I certify allowing Elevo to perform their services at the Monrovia Unified School District

Date: _____

Print Name: _____

Title: _____

Signature: _____

Appendix A

Elevo - Monrovia - ELOP		
Total Hours	Price Per Hour	Program Cost
7,371	\$95	\$700,245

Calendar						
Calendar	Weeks	Monday	Tuesday	Wednesday	Thursday	Friday
August 15		First Week of School				
August 22						
August 29						
September 5		No School				
September 12	1	42	42	57	42	42
September 19	2	42	42	57	42	42
September 26	3	42	42	57	42	42
October 3	4	42	42	57	42	42
October 10	5	42	42	57	42	42
October 17	6	42	42	57	42	42
October 24	7	42	42	57	42	42
October 31	8	42	42	57	42	42
November 7	9	42	42	57	42	No School
November 14	10	42	42	57	42	42
November 21				Thanksgiving		
November 28	11	42	42	57	42	42
December 5	12	42	42	57	42	42
December 12	13	42	42	57	42	42
December 19	14	42	42	57	42	No School
December 26				Winter Break		
January 2						
January 9	15	No School	No School	57	42	42
January 16	16	No School	42	57	42	42
January 23	17	42	42	57	42	42
January 30	18	42	42	57	42	42
February 6	19	42	42	57	42	42
February 13	20	No School	42	57	42	42
February 20	21	No School	42	57	42	42
February 27	22	42	42	57	42	42
March 6	23	42	42	57	42	42
March 13	24	42	42	57	42	42
March 20	25	42	42	57	42	42
March 27	26	42	42	57	42	No School
April 3				Spring Break		
April 10	27	42	42	57	42	42
April 17	28	42	42	57	42	42
April 24	29	42	42	57	42	42
May 1	30	42	42	57	42	42
May 8	31	42	42	57	42	42
May 15	32	42	42	57	42	42
May 22	33	42	42	57	42	No School
May 29	34	No School	42	57	42	42
June 5	35	42	42	57	No School	No School

Total Hours
7,371

Monrovia Schools - Staff Allocation & Start/End Times						
Schools	Number of Coaches	Monday	Tuesday	Wednesday	Thursday	Friday
Bradoaks ES	2	2-5:30pm	2-5:30pm	12:45-5:30pm	2-5:30pm	2-5:30pm
Monroe ES	3	2:30-6pm	2:30-6pm	1:15-6pm	2:30-6pm	2:30-6pm
Plymouth ES	3	2:15-5:45pm	2:15-5:45pm	1:15-6pm	2:15-5:45pm	2:15-5:45pm
Wild Rose	1	2:15-5:45pm	2:15-5:45pm	1:15-6pm	2:15-5:45pm	2:15-5:45pm
Clifton MS	1	2:30-6pm	2:30-6pm	1:15-6pm	2:30-6pm	2:30-6pm
Santa Fe MS	2	2:30-6pm	2:30-6pm	1:15-6pm	2:30-6pm	2:30-6pm

Monrovia Schools - Hours Per Day						
Schools	Number of Coaches	Monday	Tuesday	Wednesday	Thursday	Friday
Bradoaks ES	2	7	7	9.5	7	7
Monroe ES	3	10.5	10.5	14.25	10.5	10.5
Plymouth ES	3	10.5	10.5	14.25	10.5	10.5
Wild Rose	1	3.5	4	4.75	4	4
Clifton MS	1	3.5	3.5	4.75	3.5	3.5
Santa Fe MS	2	7	7	9.5	7	7

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours
42	42	57	42	42

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

4. 22/23-2030 - AGREEMENT WITH USA ALARM SYSTEMS, INC. TO INSTALL CAMERAS AT SANTA FE COMPUTER SCIENCE MAGNET SCHOOL

RECOMMENDATION

The Board of Education is requested to approve a contract with USA Alarm Systems, Inc. for installation of cameras at Santa Fe Computer Science Magnet School.

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

Rationale:

Currently, the campus has no cameras installed anywhere. The proposal will install 22 exterior cameras around the campus.

Budget Implication (\$ Amount):

The cost is \$37,500.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2030\(b\) Agreement with USA Alarm Systems, Inc. 8-24-22.pdf](#)



August 4, 2022

To: Mr. Ricardo Harris
Monrovia Unified School District

From: Ryan Burke
USA Alarm Systems, Inc.

Subject: Santa Fe Middle School
High-Definition Video Surveillance System

Thank you again for inviting USA Alarm Systems to Santa Fe Middle School and allowing us to design your high-definition video surveillance system. Following is our proposal to provide and install the system we have discussed.

High-Definition Video Surveillance System-22 Cameras:

1. (1) Digital Watchdog Blackjack P-Rack Network Video Recorder (NVR) with Thirty-Two Terabyte Hard Drive
2. (21) Digital Watchdog 5MP High-Definition Exterior Color (by day) and Black & White (by night-low light) Cameras with Vari-Focal Auto Iris Lens and Turret Style Housing with Back Box-Includes Smart IR Illuminators for Better Low Light Viewing
3. (1) Digital Watchdog 5MP High-Definition Interior Color (by day) and Black & White (by night-low light) Cameras with Vari-Focal Auto Iris Lens and Turret Style Housing with Back Box-Includes Smart IR Illuminators for Better Low Light Viewing
4. (1) Minuteman Backup UPS with Surge Protection
5. Wire, connectors, conduit, back boxes, and misc. equipment as required
6. Setup and Programming as required
7. District to provide all PoE Network Switches and Ports as required
8. District to provide an electrical outlet for UPS as required
9. District to provide all network IP Addresses for NVR and Cameras as required

Complete System Total Labor and Material Cost with Existing Client Discount: \$37,500.00

*****Optional One (1) Exterior Camera System with Same NVR and UPS Above:*** \$10,950.00**

One (1) year warranty on all labor and equipment.

We would welcome the opportunity to discuss our system design and offer a system demonstration at your convenience.

Please contact me should you need additional information or would like for us to proceed.

Thank you.

138 E. Chestnut Ave., Monrovia, California 91016 · 626.256.6055 · 800.833.6068 · (fax) 626.256.7845
California License ACO-4235 · C10-538464

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

5. 22/23-3013 - PROPOSED RENEWAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MONROVIA TEACHERS ASSOCIATION (MTA) AND THE MONROVIA UNIFIED SCHOOL DISTRICT.

RECOMMENDATION

The Board of Education is requested to ratify the proposed renewal of the collective bargaining agreement between the Monrovia Teachers Association (MTA) and the Monrovia Unified School District for the period of July 1, 2021 through June 30, 2024.

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

Rationale:

The collective bargaining agreement is renewed every three years. The agreement expired June 30, 2015 and is being presented to the Board for review, including all contract language adjustments that were made. Government Code 3547.5 requires school districts to disclose proposed settlements to the public at least ten (10) days prior to governing board action on the settlement. This agenda item fulfills that mandate.

ATTACHMENTS

- [MTA CONTRACT FOR REVIEW FINAL 082022.pdf](#)

AGREEMENT

between

MONROVIA Unified School District

and

MONROVIA TEACHERS ASSOCIATION

CTA/NEA

JULY 1, 2021

TO

JUNE 30, 2024

**Monrovia Unified School District
325 East Huntington Drive
Monrovia, California 91016**

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ARTICLE I

AGREEMENT

The AGREEMENT is made and entered into this 1st day of July 1, 2021, by and between the MONROVIA UNIFIED SCHOOL DISTRICT (herein designated as the "District"), and the MONROVIA TEACHERS ASSOCIATION / CALIFORNIA TEACHERS ASSOCIATION / NATIONAL EDUCATION ASSOCIATION (hereinafter designated as the "Association").

ARTICLE II

RECOGNITION

For the terms of this Agreement, the District recognizes the Association as the exclusive representative for the following certificated unit of employees:

Included: All regular contract certificated personnel, including the following designations and groupings of jobs and positions; contract classroom teacher Pre-K through 12 temporary contract employee, part-time contract employee, Speech Language Pathologist, District Health Coordinator, Counselor, Librarian, Home Teacher (who served seventy-five percent (75%) of previous school year), Adult Education Personnel and CTE teachers (teaching ten (10) or more hours weekly), Long Term Substitutes (who serve seventy-five (75%) of previous school year in one (1) assignment), and teacher on special assignment (TOSA).

Excluded: Management, supervisory and confidential employees as defined by the EERA Employee/Employer Relations Act), such as Superintendent, Deputy, Associate/Assistant Superintendent, Senior Director, Dean, Principal, Associate/Assistant Principal, School Psychologist; all classified personnel and other non-certificated personnel, Early Retirement teaching personnel, Teacher Intern, student teacher, casual or limited term personnel such as day to day substitute, hourly adult education personnel teaching less than ten (10) hours weekly, and substitute and home teacher who serve less than seventy-five percent (75%) of the school year.

The Association agrees that this represents the appropriate unit and that it will not seek by any means, including but not limited to any PERB (Public Employee Relations Board) proceedings, to amend or change in any way the unit described herein for the duration of this Agreement. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. In addition, upon the request of either party, any newly created positions or changes on current positions shall be jointly reviewed to determine their bargaining unit status. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance and arbitration provisions of Article VI.

ARTICLE III

RETAINED MANAGEMENT RIGHTS

- A. It is agreed that the District, pursuant to the Employer Employee Relations Act (EERA) and Public Employees Relations Board (PERB)/court interpretations of the EERA, is obligated to negotiate with the Association prior to implementing change in matters lawfully within the scope of negotiations.
- B. All matters not enumerated as within the scope of negotiations in Government Code 3543.2 (EERA) or other statute are reserved to the District and such reserved rights shall include, but not be limited to:
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions, subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees (consistent with statutory requirements);
 2. The financial structure of the District.
 3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements;
 4. All services to be rendered to the public and District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; and subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, except as expressly limited in this Agreement.
 5. The utilization of personnel not covered by this Agreement, including the assignment of supervisory or managerial personnel to do work on a part-time and/or temporary basis which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel;
 6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading standards, testing, records, conduct, student discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters, subject to such limitations and consultation

rights of the Association as are provided under E.C. 3543.2, other statute, and to the provisions of this Agreement;

7. The selection, classification, direction, promotion, and termination of all personnel of the District; the assignment of employees to any location and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment, and the determination as to whether, when, and where there is a job opening, except as expressly limited in this Agreement;
 8. The job classifications and the content and qualifications thereof;
 9. The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards, except as expressly limited in this Agreement;
 10. The dates, times and hours of operation of District facilities, functions, and activities, other than the certificated work day schedules, except as expressly limited in this Agreement;
 11. Safety and security measures for students, employees, the public, properties, facilities, vehicles, materials, supplies, equipment, including the various rules and duties for all personnel with respect to such matters, except as expressly limited in this Agreement;
 12. The rules, regulations, and policies for all employees, students, and the public, except as expressly limited in this Agreement;
 13. The termination or lay off of employees consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- C. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement.
- D. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.
- E. Any dispute arising out of or in any way connected with either the existence of or the exercising of any of the above-described rights of the District is not subject to the grievance and arbitration provisions set forth in this Agreement.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Access

1. Authorized representatives of the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business.
2. Upon arriving at a school site, any visiting offsite representative shall first report to the main office of the school to announce his/her presence and the intended purpose and length of visit.
3. Authorized representatives of the Association may conduct Association business on school property provided that such activities do not interrupt or interfere in any way with normal work.
4. Contacts with unit members shall be limited to non-classroom teaching hours such as before and after school or during non-duty lunch or recess breaks.
5. The Association shall have the right to use District facilities outside of operation hours for meeting purposes, subject to prior approval from the appropriate site and/or District administrator.

B. Distribution and Posting of Material

1. The Association may distribute organization literature on District property, provided it conforms to the content guidelines below and does not interfere in any way with District business nor distract unit members who are performing their duties.
2. Literature may be distributed, or left for pick-up, in coffee rooms, faculty rooms and in other appropriate site locations as approved by the site administrator.
3. The Association shall have the right to post notices of Association concern on bulletin boards at each school or site.

C. Use of Site Mail Boxes

1. The Association shall have reasonable use of internal school mail systems, email and other electronic communications to distribute organizational material that conforms to the content guidelines listed below.

2. Copies of all Association materials distributed by District mail or in District mailboxes pursuant to this Article shall be given to the Superintendent or designee, and to the site administrator(s).

D. Content Guideline

1. The Association agrees that it will not post or distribute information pursuant to paragraphs B and C above which it knows or has reason to believe is false or defamatory or otherwise restricted by law. Such postings shall be subject to immediate removal by the District.
2. All material must be dated and have an appropriate Association identification.

E. List of Names

1. The District agrees to supply the Association with the names and addresses of all newly hired employees eligible for the unit no later than October 1 of each school year.
2. The Association agrees to use such information for internal organizational purposes only and not to disclose it to any third party.

F. Board Agenda

1. The District shall provide to the Association President and to the Association Negotiation Chairperson (to be identified by the Association) one (1) copy of the complete Board of Education meeting agenda, except for closed session material, and in addition, the District shall place one (1) copy of said agenda materials in a designated area at each school.

G. President's Release Time

1. Upon three (3) days prior notice and appropriate scheduling coordination with an immediate supervisor who is not a unit member, the Association President or his/her designee shall be provided a maximum of ten (10) days of release time annually in addition to his/her weekly release time at no loss of salary or other benefits for the purpose of conducting lawful Association business.
2. A maximum of four (4) additional days of release time shall be provided annually to an Association member who is elected to a California Teachers' Association (CTA) State Council position under the same conditions outlined in G. 1, above.
3. The Association President or designee shall be released for the equivalent of one (1) period per day of a standard six-period day a full day once a week. Arrangements for equitable release time shall be determined by mutual agreement between the District and the Association President. The amount of the President's release time shall not

exceed 1 full work day per week. The cost of the substitute coverage for the release time shall be paid half by the District and half by the Association.

- a. The Association President or designee shall be released from the equivalent of one (1) period per day of a standard six-period day if teaching at the secondary level. The cost of release time as measured by a proportion of the president/designee's salary shall be half paid by the District and half by the Association.
- b. The Association President or designee shall be released on the designated meeting day (Wednesday). The cost of release time for this option is the cost of having a substitute cover the class for a day

ARTICLE V

PAYROLL DUES DEDUCTIONS/PROFESSIONAL DUES OR FEES

A. Dues Deduction Authorization

1. When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been voluntarily authorized in writing by the unit member to be deducted for the purpose of payment of the unified membership dues of the unit member in the Association (MTA/CTA/NEA).
2. If the authorization form properly covers future increases and decreases, such changes shall be made by the District upon written request of the Association, without resolicitation.
3. Such written dues deduction authorizations shall be revocable upon written notice to that effect from the unit member and such revocation shall be effective commencing the next pay period after receipt thereof, except as may be restricted in other sections of this article.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURES

A. General Provisions

For the purposes of this article "days" shall be defined as those days when members of the unit are normally required to render service. During vacation or leave periods, exceptions to this definition may be made by mutual agreement.

1. Purpose

The purpose of these procedures is to secure prompt, equitable, and effective solutions to problems which may arise out of alleged violations of this Agreement and which affect the welfare or working conditions of unit members.

2. Definition

A grievance is defined as a statement by a unit member that the District has violated an express term of this Agreement and that by reason of such violation their rights have been adversely affected.

3. Scope

All other matters and disputes of any nature are beyond the scope of these procedures, as are matters so indicated elsewhere in this Agreement.

4. Respondent

The respondent in all cases shall be the District itself rather than any individual.

5. Association Grievances

- a. The Association may itself initiate grievances only with respect to the alleged violation by the District of an express term of Article IV, Association Rights, or of Article V, Payroll Deductions.
- b. The Association may itself grieve, on behalf of a specific group of unit members, with respect to other articles of the Agreement upon the written request of three (3) or more unit members belonging to the specified group.
- c. A copy of the written and signed request asking the Association to grieve on behalf of a group shall be attached to the resulting Association grievance.

6. Interim Actions

The grievant(s) and other involved unit members shall continue to perform assigned duties and comply with the direction of the District while a grievance is being processed.

7. Failure to Meet Time Limits

- a. Failure to utilize the Informal Level conference shall not be deemed to constitute a violation of time limits.

- b. If a grievance is not processed by the grievant and/or Association in accordance with the time limits set forth in this Article, it shall not be subject to binding arbitration and shall be considered settled on the basis of the decision last made by the District.
- c. If the District and Association disagree regarding adherence to time limits, the arbitrator shall finally decide.
- d. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- e. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- f. The parties will attempt in good faith to adjust time limit problems that occur above Level I as a result of the summer recess.

8. Association Representation

- a. The grievant shall be entitled upon request to representation by the Association at all grievance meetings.
- b. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given at least five (5) work days to state its views on the matter.
- c. Time limits may be modified upon mutual agreement between the District and Association.

9. Confidentiality

In order to encourage a professional and harmonious disposition of unit member's complaints, it is agreed that from the time a grievance is filed until it is either processed through binding arbitration, or settled, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

10. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

11. Released Time

- a. Grievance meetings will normally be scheduled by the District in such a manner that they will not conflict with regular classroom duties.
- b. However, when such meetings are scheduled that conflict with the unit member's work hours, reasonable released time (Government Code Section 3543.1(c)) without loss of pay will be provided to the grievant and their authorized Association representative, if any.

B. Informal Level

Once a grievance has been identified, the grievant (member or Association) shall report the violation within 30 days of its occurrence or of the date when the

Association was notified of the violation. Before filing a formal written grievance, the grievant (or MTA representative) shall make a reasonable attempt to resolve it by means of an informal conference with their immediate administrator or the District administrator of authority, if the grievance is beyond the scope of authority of the immediate administrator. If the grievance is not resolved at the Informal Level, the grievant shall receive the decision in writing within ten (10) days of the informal meeting.

C. Formal Level

1. Level I: Immediate Administrator

- a. In the event the grievant is not satisfied with the decision at the Informal Level, or if no decision is communicated within the ten (10) day time limit, the grievant may appeal the decision in writing to their immediate supervisor or Superintendent's designee within ten (10) days, unless the parties mutually agree in writing to an extension.
- b. The grievant shall present their grievance in writing to their immediate administrator/supervisor. The written statement shall be a clear, concise statement of the grievance, including: (1) the specific provisions of this Agreement alleged to have been violated, (2) the circumstances involved, (3) the decision rendered at the informal conference, if any, and (4) the specific remedy sought.
- c. Either party may request a personal conference with the other party within the timelines of Level I.
- d. The immediate administrator/supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance and such action will terminate Formal Level I. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

2. Level II: Superintendent and/or Designee

- a. If the grievant is not satisfied with the disposition of the grievance at Formal Level 1, or if no written decision has been rendered within the applicable time limits, the grievant may, within ten (10) days after a written decision is rendered or should have been rendered, submit to the Superintendent or designee the Formal Level 2 grievance.
- b. This appeal shall include copies of the original grievance, the written decision of the immediate Administrator and a clear, concise statement of the reasons for the appeal.
- c. Either the grievant or the Superintendent and/or designee may request a personal conference, within the timelines of Level II.
- d. The Superintendent and/or designees shall communicate their decision in writing within ten (10) school days after receiving the appeal, and such a decision will terminate Formal Level II.

D. Binding Arbitration

1. General Provisions

- a. Grievances which are not settled at Formal Level 2 may be, with the Association's agreement, sent to Arbitration
- b. It is expressly understood that the only matters which are subject to binding arbitration are grievances as defined above which are processed and handled in accordance with the limitations and procedures of this Article.

2. Selection of Arbitrator

- a. As soon as possible and in any event not later than five (5) school days after the District receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator.
- b. If no agreement is reached, an arbitrator shall be selected from a list of arbitrators obtained from the California State Mediation Service or the American Arbitration Association by alternate striking of names until one (1) name remains.

3. Role of Arbitrator

- a. The function and purpose of the arbitrator is to determine legal interpretation of disputed terminology actually found in the Agreement, and to determine whether or not there has been a violation of this Agreement in the respect alleged in the grievance.
- b. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of the written terms of this Agreement.
- c. This Agreement constitutes a contract between the parties, which shall be interpreted and applied, by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California.
- d. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.
- e. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs.

4. Arbitrator's Decision

- a. The decision of the arbitrator shall be final and binding upon all parties to the dispute.
- b. In all cases, the grievance and arbitration procedure described above is to be the Association's and unit member's sole and final remedy for any claimed breach of this Agreement.

5. Expenses

- a. All fees and expenses of the arbitrator shall be shared equally by the parties.
- b. Each party shall bear the expenses of the presentation of its own case.

ARTICLE VII

WORK STOPPAGE

A. Definition

Work stoppage is defined as any strike, walkout, sickout, slowdown, or other work stoppage engaged in by unit members during regularly scheduled work hours.

B. Restrictions

The Association agrees that it will not resort to any work stoppage unless the negotiated duration of the Agreement has expired and the Association has exhausted all bargaining obligations and impasse procedures outlined in the Rodda Act, including mediation and fact-finding by PERB, without settlement of differences.

C. Any unit member engaging in any strike, walkout, slowdown, or work stoppage of any nature whatsoever against the District shall receive no pay for the days involved.

D. Any unit member engaging in any strike, walkout, slowdown, or work stoppage of any nature whatsoever against the District in violation of this Article may be subject to discipline or termination pursuant to applicable law.

ARTICLE VIII

HOURS OF WORK

A. Hours of Work

1. The District recognizes that the varying nature of a unit member's day-to-day professional responsibility does not lend itself solely to an institutional day of rigidly established length, and that such responsibilities usually require both on-site and off-site hours of work.

2. On-Site Hours

The minimum school-based, on-site assignment hours are as follows:

- a. All elementary classroom teachers, including teachers on special assignment, must report on-site at least thirty (30) minutes before the elementary students' normal instructional day begins, and shall remain on-site at least seven and one-fourth (7-1/4) hours per day, inclusive of the lunch period.
- b. All middle school teachers, including teachers on special assignment, must report on-site at least thirty (30) minutes before the middle students' normal instructional day begins, and shall remain on-site at least seven and one-half (7-1/2) hours per day, inclusive of the lunch period.
- c. All high school teachers, including teachers on special assignment, must report on-site at least thirty (30) minutes before the high school students' normal instructional day begins, and shall remain on-site at least seven and one-half (7-1/2) hours per day, inclusive of the lunch period.
- d. All sixty percent (60%) pre-kindergarten teachers must report on-site at least thirty (30) minutes before the pre-kindergarten students' normal instructional day begins, and shall remain on site at least four and three-fourths (4 3/4) hours per day.
- e. All Child Development Center and/or full-day pre-kindergarten teachers shall remain on-site for eight (8) hours per day, inclusive of the lunch period.
- f. Special services personnel (Counselors, Coordinator of Health Services, Librarian) shall normally be required to remain on-site for eight (8) hours a day, inclusive of the lunch period. However, it is recognized that their professional responsibilities will cause their working day to vary in length, under the direction of their immediate administrator.
- g. If a unit member leaves the work site during the work day for personal reasons, such time is not considered to be part of the unit member's work day or work responsibilities for the purposes of District workers compensation or District liability.

3. Special Circumstances

- a. All unit members shall be required to work their normal number of minimum school-based hours on every scheduled work day, including minimum pupil days, in-service days, parent-teacher conference days, and the like.

- b. Where a school site schedule does not permit a full 30 minutes before school within the unit member's required on-site hours, the District may specify a reporting time of less than 30 minutes prior to the beginning of the students' normal instructional day.
- c. The District, in unique, isolated, and reasonable instances, and at its discretion, may allow a unit member to adhere to working hours that differ from those of other unit members at his/her site. This adjustment shall be permissible only when (a) there is a justifiable, legitimate reason to adjust working hours, (b) the adjustment does not interfere with the student educational program or school operation, (c) the total on-site working hours per week meet contractual requirements, (d) the unit member is scheduled to perform productive activities during non-typical hours and is not wholly excused from all typical extra duty assignments, (e) the unit member and principal/supervisor agree to the adjustment in hours. It is also agreed that adjustments in working hours shall be made on a case-by-case basis and without setting precedent for future such decisions.

4. Non-Teaching Duties

- a. In addition to assigned classroom teaching duties, unit members shall perform their other instructional day duties, many of which will occur outside of the minimum school-based assignment hours.
- b. Such duties include but are not limited to:
 - (1) Planning, selecting, and preparing materials for instruction;
 - (2) Receiving and evaluating work of pupils;
 - (3) Conferring and counseling with pupils, parents, staff and administrators;
 - (4) Keeping records;
 - (5) Supervising aides as assigned;
 - (6) Attending faculty, departmental and grade level meetings;
 - (7) Participating in approved professional activities relating to the unit member's assignment;
 - (8) Studying current literature to keep abreast of developments within the subject matter taught by the unit member;
 - (9) Assuming responsibility for the proper use and control of District property, materials, supplies and equipment;
 - (10) Supervising pupils within and outside the classroom and class hours;
 - (11) Supervising and providing leadership of pupil organizations and activities as assigned;
 - (12) Cooperating in parent, community and open house activities; back to school night, promotion and graduation
 - (13) Serving on committees providing advice and service to the District; and
 - (14) Participating in approved staff development programs.

5. Assignment of Special Duties

- a. In assigning duties such as (10)-(14) in paragraph A4 (above), site administrators shall, (1) make a reasonable effort to see that the hours of work involved are equitably distributed among the staff; (2) seek volunteers prior to mandating an assignment; (3)

provide reasonable advance notice of scheduling; (4) act in a reasonable, and not an arbitrary, capricious or vindictive manner.

- b. When the District schedules a night activity requiring the attendance of unit members, the immediate supervisor may (without creating a precedent) release said unit members at the end of the students' instructional day, as deemed administratively practical in the sole judgment of the immediate supervisor.
- c. Elementary Substitute Coverage, The site administrator will make every reasonable effort to assign available certificated employees, other than 1st through 5th grade classroom teachers, to an unfilled substitute position. Any teacher who accepts five (5) or more students in his/her classroom for a full day, will be compensated at half of the current regular daily substitute rate.
- d. Pre-school Substitute Coverage, Pre-school teachers who sub for an additional session beyond their regular contract day will be compensated at the same rate an outside sub would receive for that assignment.

B. Instructional Day

It is the intent of the District and the Association to use Wednesday afternoon (early student release) to address site/District matters. Whenever possible, one (1) Wednesday per month will be available for teacher planning and not be used exclusively for special event preparations like Back to School and such, or for grading district assessments, or entering report card grades.

C. Lunch and Preparation Periods

1. Lunch Period

Except in emergency/disaster situations, each unit member shall receive a daily duty-free lunch break of not less than 30 minutes, as scheduled by the immediate administrator.

A duty-free lunch may be taken off-site pending notification to the site administrator/designee.

2. Preparation Periods

a. Middle School and High Schools

(1) Each full-time middle school and high school teacher shall be afforded one (1) class period daily for preparation except under emergency/disaster circumstances.

(2) This preparation period shall be used for professional, job-related work, which will include preparation for class, preparation of teaching materials, conferences with administrators, other employees, counselors, students, or parents.

b. Elementary Schools (Fourth and Fifth Grades)

(1) In consideration of the difference between grades k-3 and grades 4-5 instructional day, unit members teaching grades four or five shall receive the

District goal of 140 minutes or preparation time, (but no less than 120 minutes) during the regularly scheduled weeks.

- (2) The preparation time shall be provided on a regularly scheduled basis, except under emergency/disaster circumstances.
- (3) This preparation time shall be used for professional, job-related work which will include preparation for class, preparation of teaching materials, conferences with administrators, other employees, counselors, students or parents.
- (4) Development of Preparation Time Schedules
 - a) A good faith effort will be made to collaboratively develop prep-time schedules by site committees. The site committee shall include fourth and fifth grade representation, and the site administrator.
 - b) When developing this schedule, consideration should be made for the following:
 - irregular weeks (other than regular 5-day work weeks); and
 - impact of school programming on schedule (i.e., emergency drills, assemblies, special schedule days, etc.)

3. Substitute Assignments during Preparation Periods

a. Middle and High Schools

- (1) The scheduled preparation period may also, if deemed necessary by the immediate administrator, be used for providing replacement services for a temporarily absent unit member:
 - a) A unit member who replaces a temporarily absent unit member during his/her preparation period at the request of the immediate supervisor shall be compensated at the current negotiated teacher hourly rate per full period covered.
 - b) A unit member who substitutes during his/her preparation period shall be expected to expend an amount of time equivalent to the lost preparation time outside the regular workday.
 - c) Replacement service may be required when another unit member is absent, no substitute teacher is available, and, in the judgment of the administrator, no administrator or counselor is available.
 - d) The site administrator shall make reasonable effort to distribute replacement assignments equitably.

a. Elementary Schools (Fourth and Fifth Grades)

- (1) In the event that the assigned prep-time teacher is absent without regular substitute coverage, the site administrator and 4th/5th grade teacher will mutually agree on either (a) or (b).
 - a) Unit member may work during his/her preparation period at the request of the immediate supervisor and shall be compensated at the current negotiated teacher hourly rate, or
 - b) The site administrator may arrange for a make-up day with a substitute to be mutually-agreed upon by the fourth and fifth grade unit member affected.

- (2) A unit member who substitutes during his/her preparation period shall be expected to expend an amount of time equivalent to the lost preparation time outside the regular workday.

4. Teaching Assignment during Preparation Period

a. Middle and High Schools

- (1) A unit member may teach a sixth period at the middle or high school level at the request of the District.
 - a) In such cases, the unit member would be compensated at one-sixth (16.67%) of his/her current daily rate based upon salary schedule placement.
 - b) The unit member who teaches a sixth period shall be expected to expend an amount of time equivalent to any lost preparation time outside the regular workday.

D. Assigned Days of Work

1. TK-12 Classroom Teacher Unit Member

The total number of assigned annual days of work for TK-12 classroom teacher unit members shall be based on the current board approved instructional calendar, inclusive of speech therapists. Newly hired full-time unit members, it shall be 5 additional work days to account for new teacher orientation week.

2. CELC Unit Members

The total number of assigned annual days of work for CELC pre-school teacher unit members shall be 186.

3. Counselor Unit Members (Grades TK-12)

- a. The total number of assigned annual days of work for the counselors at the elementary school level shall be the same as the currently negotiated teacher work year. The total number of assigned annual days of work for the counselors at the middle school level shall be 192 days. The total number of assigned annual days of work for the counselors at the high school level shall be 206 days. The total number of assigned annual days of work for the counselors at the alternative high school level shall be 196 days. (Salary schedules reflecting the various counselor work years may be found in the appendix).
- b. For the first year of employment in the district, all new counselors shall attend the district orientation as appropriate.
- c. Middle school counselors shall return to work at least five (5) days prior to the start of the school year.
- d. High school counselors, inclusive of adult school, shall return to work at least ten (10) days prior to the start of the school year.
- e. Placement of any remaining work days in excess of 186 days shall be mutually agreed upon by the middle and high school counselors and their assigned administrators. Elementary counselors will work with their site administrator to schedule any necessary comp days due to an earlier start date (clarify the intent).

A. Orientation

During the normal annual orientation program conducted by the District for all certificated employees, the Association shall be permitted to conduct an orientation workshop up to one (1) hour in length.

E. Supervision Duty

1. Unit members assigned full-time to classroom instruction shall not be assigned supervision duty during the school work day.
2. During an emergency/disaster situation which cannot be addressed in another way, all unit members shall be "on call" to assist in supervision or other emergency assignments.

F. Parent/Teacher Conferences

1. TK-8 conferences may be held virtually or in person by mutual agreement.
2. TK-5 Teacher Conference
 - a. Fall and Spring parent-teacher conferences for TK-5 schools will be scheduled for 5 consecutive days on a shortened day schedule.
 - b. 100% Parent teacher conferencing will be required in the fall for TK-5 teachers. Sites shall designate one (1) evening for conferences. Parents shall be notified of the option to request a conference on the designated evening. Teachers who have no requests for evening conferences will not be required to be on site. The goal is one-hundred percent conferencing for all students. A reasonable effort to arrange conferences consists of documentation of at least three (3) parent/guardian contacts.
 - c. Parent teacher conferencing shall occur for TK-5 in the spring for all at-risk students and those not proficient on district benchmarks, or by parent/guardian request.
 - d. Flexible scheduling is permissible on a voluntary basis with the approval of the site administrator, i.e., teachers may schedule conferences outside the contractual work day and leave at the end of the students' instructional day on shortened days to compensate for the extra time.
 - e. For grades Tk-8, the expectation is that conferences will require twenty (20) minutes to cover fall goal setting and spring follow up, student assessment results, and the policy for (enrichment), retention and intervention as appropriate

3. Grades 6-8 Teacher Conference

- a. Fall and spring conferences will be scheduled for 5 consecutive work days on a shortened day schedule.
- b. Sites shall designate one (1) evening for conferences. Parents shall be notified of the option to request a conference on the designated evening. Teachers who have no requests for evening conferences will not be required to be on site. A reasonable

effort to arrange conferences consists of documentation of at least three (3) parent/guardian contacts.

- c. Flexible scheduling is permissible on a voluntary basis with the approval of the site administrator, i.e., teachers may schedule conferences outside the contractual work day and leave at the end of the students' instructional day on shortened days to compensate for the extra time.

ARTICLE IX

TRANSFER AND REASSIGNMENT PROCEDURES

A. Definitions

1. A transfer is defined as the relocation of unit members between schools or other administrative sites.
 - a. Voluntary transfers are initiated at the request of the unit member; and
 - b. Involuntary or administrative transfers are initiated by the District.
2. For purposes of this Article, an opening is defined as a vacant position at a school location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or temporary teacher, and which is known by the District to be vacant on or before September 1 of each school year.
3. Reassignment is defined as the movement of a secondary (grades 6-12) unit member from one discipline to another not previously taught, or of an elementary (K-5) unit member from one grade level to another at the same school or administrative site.

B. District Authority

The District shall have the ultimate authority to:

1. Determine when and where there is an opening, and
2. Transfer unit members from one school or administrative site to another school or administrative site, when the Superintendent or his/her designee concludes that such a transfer is in the best interests of the District.

C. Posting of Openings

1. The District shall provide email notification of openings to all unit members at least 10 days prior to application closing.

D. Voluntary Transfers and Reassignment

1. Any unit member shall have the right to request transfer and/or reassignment to an opening within his/her classification and covered by his/her credential.
2. A unit member may file a Request for Transfer any time, which shall be effective only for openings occurring at the beginning of the next school year.
 - a. Request for Transfer forms are available at the District Office or from the site administrator's office.

- b. Forms shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
 - c. The District shall give administrative consideration to all Requests for Transfer, if they are properly submitted.
 - d. The unit member shall automatically be granted an interview at the site(s) requested as soon as possible after an opening occurs at the requested site.
3. In considering Requests for Transfer and/or reassignment that are properly submitted, as described in the foregoing paragraph, the District shall not act in an arbitrary, capricious, or malicious manner.
 4. If a transfer and/or reassignment is denied, the unit member shall be personally contacted by the Superintendent's Designee.
 5. The filing of a Request for Transfer shall be without prejudice or reprisal to the unit member, and shall not jeopardize his/her present assignment.
 6. The Request for Transfer may be withdrawn at any time prior to being effected.
 7. A transfer has been effected at the time the receiving administrator, the applicant, and the Superintendent concur to the transfer.
 8. A unit member returning from paid leave shall be afforded all rights provided under this section.
 9. In the event a position becomes vacant less than a week prior to the start of the school year—the District shall give administrative consideration to Requests for Transfer which were properly submitted for posted openings occurring at the relevant site prior to September 1 of that school year.

E. Involuntary or Administrative Transfer and Reassignment

1. When an involuntary or administrative transfer is deemed necessary by the District, the initiating administrator shall ask for volunteers before implementing this procedure. If there are no volunteers, the administrator shall submit a written notice of proposed transfer and the reasons therefore to the affected unit member as expeditiously as possible.
 - a. An opportunity must be provided for the unit member to meet with the initiating administrator recommending the transfer prior to the effective date of the proposed transfer.
 - b. The unit member may file, with the initiating administrator, a written response to the reasons given.

2. When the District initiates a transfer because a position is eliminated, any unit members being thus administratively transferred may indicate an order of preference for existing openings; for appropriate consideration by the District.
3. The District's decision to impose an involuntary transfer and/or reassignment shall not be made for capricious, arbitrary, or malicious reasons.
4. When the District decides that an involuntary transfer and/or reassignment is necessary due to enrollment shifts, changing staffing needs, and the need for the District to select among staff members, the criteria to be used in determining who shall be involuntarily transferred or reassigned shall be, in the following order of importance:
 - a. Credential authorization;
 - b. Certification (EL, Special Education, etc.);
 - c. Type of credential (a clear credential shall carry more weight than a Pre-Intern/Intern or Emergency Permit);
 - d. Years of experience in the District (for purposes of determining seniority for an involuntary transfer, unit members holding emergency credentials);
 - e. Major or minor field of study, where relevant;
 - f. Instructional programs or requirements that are unique to that school or to the District; and/or
 - g. Balancing of staff including overall general teaching experience, specialized skills and talents, staff maturity, and gender and ethnic make-up.
 - h. If a supervisor believes that an irreconcilable conflict exists because the employee's continued service would be a deleterious effect upon the school or students, then the supervisor shall meet with the employee to discuss the situation, state the reasons for the irreconcilable conflict and attempt to mutually resolve the conflict in a timely manner. If the supervisor and the employee cannot mutually resolve the conflict the supervisor shall state the reasons for the irreconcilable conflict in writing. The reasons shall be submitted to the Assistant Superintendent Human Resources and the employee. The employee may file a written response and request a determination by the Superintendent or designee. The Superintendent or his/her designee shall investigate the situation. Following this investigation, the superintendent shall make a written response to the supervisor and employee. Following this written response, the employee may be involuntarily transferred if good cause exists for the superintendent to believe that the employee's continued service would have deleterious effect upon the school or students.
 - i. Number of unit member moves not to exceed a site transfer more than once in 36-month period from the beginning of the involuntary transfer date excluding performance or disciplinary matters.
5. Unit members who have been involuntarily transferred from a school or position because of reduction in programs or services shall retain preferential opportunity to

return to that position if a vacancy should occur for which that unit member is qualified.

F. Preparation Time and Assistance

If a transfer and/or reassignment is affected during the school year and without notice sufficient to permit reasonable preparation therefore, two (2) consecutive work days of release time shall be afforded the unit member for preparation purposes, if such amount of time is deemed necessary by the District and the unit member; in addition, the District shall provide reasonable assistance in moving the unit member's instructional materials.

G. Split Assignments

1. The hours of work for a unit member who is assigned to work at more than one site shall not exceed 7.5 hours per day including the travel time between sites and shall include a thirty (30) minute duty-free lunch period.
2. The unit member shall be reimbursed for mileage between the assigned work sites.
3. The unit member shall have preparation time equal to the time provided other unit members with a similar assignment and assigned to one site. Unit members assigned to more than one level (e.g. middle school and high school) shall receive preparation time on a prorated/adjusted basis.

ARTICLE X

EVALUATION PROCEDURES

A. General Provisions

1. Philosophy

The District and the Association agree that evaluation procedures are, in general, most effective when they result from the concerted, cooperative efforts of the evaluatee and evaluator.

2. Purpose

The evaluation of unit members shall have as its primary goal the furthering of student achievement and progress through the improvement of a unit member's instructional techniques and competencies, classroom management skills, curricular knowledge and application, and other professional responsibilities and abilities.

3. Procedural Rights

The primary responsibility for the evaluation and assessment of performance of each unit member lies solely with the District, subject only to the following procedural requirements.

- a. Evaluatee claims that the following procedures have been violated shall be processed according to the grievance procedures outlined in Article VI of this Agreement.
- b. The substantive content of the evaluation determined by the evaluator or District is not subject to the grievance process.

B. Frequency of Evaluation

1. Performance evaluations and assessments of unit members shall be made on a continuing basis, at least once annually for probationary unit members (including temporary teachers as defined by Education code 44920), and at-least once every other year for permanent and involuntarily transferred permanent unit members and temporary adult education unit members teaching fewer than 18 hours per week whom have previous final evaluations of "P" or higher. Permanent members with an "M" or " E" evaluation rating who are involuntarily transferred shall remain on their regular evaluation cycle.
2. Permanent unit members who meet the following criteria shall be considered for a five-year evaluation cycle, consisting of a formal evaluation every fifth year with a yearly self-evaluation during the intervening four years:
 - a. been employed at least ten (10) years with the school district,
 - b. whose current yearly evaluation rated the employee as meeting or exceeding with ratings of "E" or "M" in all six standards,
 - c. mutually agreed upon by the evaluator and evaluatee

- (1) Permanent unit members who meet the above criteria shall complete an annual self-evaluation process during the five year-cycle, including: Unit members assigned to a new position or location shall be evaluated. Those unit members meeting or exceeding expectations shall be placed on the five year cycle the following year.
 - a) Choose one (1) objective of focus from two different standards from the California Standards for the Teaching Profession, CSTP. (Submit two objectives six weeks from the first day of school). The evaluator shall then meet with the evaluatee to discuss these objectives within four weeks of receiving them.
 - b) Self-reflection summary (Submit at least six weeks prior to the last day of school). The final meeting to discuss the self-evaluation shall be held before the last day of the school year.
- (2) The permanent unit member or evaluator may withdraw consent at any time with the following provisions:
 - a) Failure of a unit member to satisfactorily complete the self-evaluation process.
 - b) Identification and observation of area(s) of problems/concerns.
 - c) Withdrawn consent per the evaluator shall not be arbitrary, capricious or malicious with opportunity given to remedy any identified problems/concerns prior to conclusion of the self-evaluation process.
 - d) Notification of withdrawal of consent to continue with the five-year cycle must occur no later than three weeks before the last day of the school year.
3. Permanent unit members who receive an unsatisfactory evaluation shall receive specific recommendations support and resources for improvement and shall be evaluated annually until the deficiency is corrected.

C. Notice of Evaluation

1. By the end of the third week of the school year, each evaluator shall provide to the unit members to be evaluated that year the following:
 - a. A copy of the Evaluation and Assessment of Certificated Personnel form;
 - b. Information regarding the areas of competency (objectives) upon which the evaluation may be based;
 - c. The name of the evaluator; and
 - d. A review of the evaluation calendar (timelines) for the year.

D. Proposed Objectives

1. By the end of the sixth week of the school year, or within one (1) month from hire date if hired after the opening of school, each unit member shall be responsible for proposing the following to the evaluator (designated by the District):
 - a. A minimum of one objective in each of the following standards based on the California Standards for the Teaching Profession:
 - (1) Engaging and supporting all students in learning;
 - (2) Creating and maintaining effective environments for student learning;
 - (3) Understanding and organizing subject matter for student learning;
 - (4) Planning instruction and designing learning experiences for all students;
 - (5) Assessing student learning;
 - (6) Developing as a professional educator.
 - b. Non-teaching personnel may propose alternative objectives related to their area of responsibility.
2. Nothing herein shall prevent the evaluator from proposing and/or requiring additional objectives for each evaluatee, based upon individual needs and/or areas for growth.
 - a. Additional objectives shall be subject to the appeal process set forth in Part H of this Article.
 - b. These additional objectives may relate to adjunct duties or responsibilities, punctuality, attendance, or other areas of job performance. Unit members shall not be evaluated on their performance in the supervision of non-students.

E. Assessment Techniques

1. Techniques unit members may use for assessing attainment of objectives shall be consistent with the stated objectives and may include:
 - a. The use of state, District, school, and/or site test norms utilizing pre- and post-testing methods
 - b. Student work measuring quality and/or quantity;
 - c. Student performance;
 - d. Observation and records;
 - e. Other techniques.
2. Unit members shall not be required to participate in the evaluation and/or observation of another unit member nor shall one-unit member serve as the prime or chief evaluator of another unit member. Any feedback or observations made by a unit member during activities such as learning walks or lesson studies shall not be used in the evaluation of another unit member.

F. Identifying Constraints

Factors that might hinder the achievement of objectives may be identified as constraints, which may be included in the self-evaluation section of the Evaluation and Assessment of Certificated Personnel form or final teacher evaluation.

1. If such constraints cannot be overcome by planning or reasonable exercise of skill, consideration should be given to modification of the proposed objectives or selection of a more feasible objective.
2. If during the school year certain support requirements may become unavailable and consequently affect the achievement of objectives, such constraints may be noted and original objectives modified by the evaluator and evaluatee accordingly.

G. Final Determination of Objectives and Activities

Within four weeks of submitting the proposed objectives, the evaluator and evaluatee shall meet to discuss and to attempt to mutually agree upon objectives and activities.

H. Disagreement Procedure

In the event of a disagreement over any item in Sections D, E, or F above, the procedures to be followed shall be:

1. The unit member and evaluator shall make a good faith effort to resolve the difference themselves.
2. If unable to agree, the evaluator shall ~~finally~~ determine the objectives, standards, and assessment methods by the end of the twelfth week of the school year and shall give the evaluatee a copy of the finally determined objectives and activities.
3. If the unit member continues to disagree with that determination, the unit member may, within five (5) working days of receiving a copy of the evaluator's decision, appeal to the Superintendent or his/her designee, who may modify the evaluator's determination.
4. In any event, the unit member may note for the record and attach to the final determination his/her disagreement with the final determination of objectives and activities.

I. Performance Observation

1. It is the goal of the District to provide at least one (1) formal observation of performance as a part of each evaluation for non-permanent or biennial evaluatees.
 - a. If the evaluator is unable to make at least one (1) formal observation, he/she shall attach to the final written evaluation a written statement that explains why a formal observation did not take place.
 - b. In addition, the unit member shall have the right to attach his/her own written comments to the evaluation.

2. One (1) or more formal or informal classroom observations, in addition to the formal observation outlined in Section I-1, shall be a part of the evaluation of non-permanent unit members and/or unit members whose performance may be determined unsatisfactory by the evaluator.
3. In lieu of the classroom observations described in Sections I-1 and I-2, the evaluator and evaluatee may agree upon alternate arrangements for observations or assessments of performance of non-teaching unit members, or, if a disagreement persists, the evaluator shall finally decide.
4. Whenever possible, formal observation dates shall be by mutual agreement and set at least two (2) days prior to the observation date, but if less than two (2) days' notice is given, the evaluatee may request the evaluator to reschedule the observation date, as mutual schedules allow.
5. The recommended length of the formal observation for middle, high school, and adult education is one (1) class period and shall not be less than 30 minutes. The recommended length of the formal observation for elementary school is 45 minutes and shall not be less than 30 minutes.
6. The evaluatee shall prepare for the observer(s) a brief outline of the lesson plan with a beginning, middle and end that includes the standard, a learning objective and instructional strategies to be used.
7. The evaluatee shall be notified of the potential of receiving a rating of "P" on the final evaluation at the post-observation conference following the formal observation.
8. In the case of a negative or unsatisfactory observation evaluation, a post-observation conference shall be scheduled within five (5) working days after the formal observation and the evaluator shall make recommendations and take positive steps to assist the evaluatee.
9. Nonscheduled and informal visitations, without notice, may be used as an additional assessment technique. Written documentation with follow up conversation and suggested remediation shall be provided to the evaluatee for any specific, ongoing concerns.

J. Self-Evaluation of Attainment of Objectives

1. Six weeks prior to the end of the school year, all unit members who are required to participate in an annual or biennial evaluation shall submit the Evaluation and Assessment of Certificated Personnel form with the self-evaluation section completed.
2. Six weeks prior to the end of the school year, all permanent unit members who participate in the five-year evaluation cycle shall submit to the principal or designee the required self-evaluation document to keep in the site file.

K. Final Evaluation

1. The Final Evaluation by the evaluator shall be presented to the unit member no later than thirty (30) days prior to the end of the school year, and may include, but not be limited to, a written statement appraising:
 - a. Performance;
 - b. Attainment of district and site objectives; and mutually agreed upon California Standards for the Teaching Profession (CSTP)
 - c. Examples of excellence and outstanding competence;
 - d. Areas of personal performance which are problems/concerns;
 - e. Suggested means of remediation;
 - f. A list of conditions which interfere with the attainment of objectives;
 - g. Possible remedies for correcting such conditions;
 - h. Notification of unsatisfactory or unacceptable performance, if applicable; and
 - i. Notification of possible remedial action or action to terminate, if applicable.
2. Final evaluation shall not include any comments that are arbitrary, capricious, or malicious in nature.
3. A unit member shall not be required to sign the final written evaluation prior to the final evaluation conference. Signing the evaluation does not indicate agreement with its content only that the unit member has received it.

L. Final Evaluation Conference

1. Prior to the last day of the school year, a conference will be held between the unit member and his/her evaluator to discuss the final written evaluation.
2. The unit member shall sign the completed evaluation form to acknowledge that he/she read it. Signing the evaluation does not indicate agreement with its content, only that the unit member has received it.
3. In the event the unit member disputes the content of the written evaluation, he/she may:
 - a. Prepare a written statement identifying the area(s) of disagreement, including any substantiating and/or supportive written material, as appropriate, and
 - b. Have the written statement and material attached to the evaluation

M. Procedure for Unsatisfactory or Negative Evaluation of Performance

1. An overall unsatisfactory evaluation is determined by the rating of a “U” on the Final Teacher Evaluation document in two (2) or more areas of the six (6) standards. The six standards include:
 - Engaging and supporting all students in learning
 - Creating and maintaining effective environments for student learning
 - Understanding and organizing subject matter for student learning
 - Planning instruction and designing learning experiences for all students
 - Assessing student learning
 - Developing as a professional educator

2. It is the intent of the District to inform a non-permanent unit member of unsatisfactory performance and to offer recommendations and assistance as soon as possible after identifying unsatisfactory job performance.
 - a. The District shall notify a non-permanent unit member in writing that his/her job performance is unsatisfactory or that it needs improvement:
 - (1) At a post-observation conference to be held within five (5) working days of a formal observation, or
 - (2) At a private conference scheduled during non-teaching hours, or
 - (3) At the time of the mid-year conference (during the third week of January).
 - b. In this event, the District shall:
 - (1) Meet with the non-permanent unit member to present in writing specific recommendations for improvement and to discuss the implementation of the recommendations.
 - (2) Assist the unit member in implementing the recommendations through activities, support of a consulting teacher, or resources appropriate to the circumstances.

3. It is the intent of the District to inform a permanent unit member of unsatisfactory performance and to offer recommendations or assistance as soon as possible after identifying unsatisfactory job performance.
 - a. The District shall notify a permanent unit member in writing that his/her job performance may result in an unsatisfactory evaluation or that it needs improvement:
 - (1) At a post observation conference that is scheduled within five (5) working days after the first formal observation (to be scheduled no later than the first week of December, and may be adjusted for mitigating circumstances such as the evaluator or evaluatee's absence).
 - b. If sufficient improvement has not occurred within six weeks of the formal observation conference, the unit member shall be notified in writing of his/her lack of progress at that time.
 - c. In this event, the District shall:
 - (1) Meet with the unit member to present in writing specific recommendations for improvement in order to meet the mutually agreed upon objectives.
 - (2) Assist the unit member in implementing the recommendations through activities, support of a consulting teacher if the unit member so chooses, or other resources appropriate to the circumstances.

- d. A second formal observation and conference shall be held by the end of the second week in February and a third no later than the end of the third week in April. All dates may be adjusted for mitigating circumstances beyond the evaluator or evaluatee's control. The unit member shall receive the final written evaluation no later than thirty (30) days prior to the last day of the school year.
- e. A unit member who receives an unsatisfactory final evaluation shall participate in professional development that addresses the concern(s) approved by the site administrator. The unit member will be evaluated the following year; provided with a detailed remediation plan and progress shall be monitored with ongoing feedback.

N. Parent, Community Member and Student Complaints

- 1. No information of a derogatory or critical nature received from others (i.e., parents, citizens, and students) shall be used in a written evaluation unless:
 - a. The unit member has been given notice of the nature of the complaint.
 - b. The unit member has had an opportunity to discuss and to attempt to resolve the matter with the evaluator and/or site administrator.
 - c. Whenever feasible and/or appropriate, the unit member has been provided with the opportunity to have direct contact with the complainant(s) to discuss and resolve the matter. Anonymous complaints shall not be used in a written evaluation.
 - d. The facts have been verified, in the best judgment of the evaluator, by the available evidence.
 - e. The unit member has had the opportunity to have his/her written response to the complaint attached to the evaluation.
- 2. A unit member shall have the right to request the presence of an Association representative at all such meetings.

O. Personnel File: Material Site File

- 1. Records of all professional contacts of the evaluator with the unit member related to evaluations, such as observation reports, incident reports, parent comments, and the like, may be retained.
- 2. Materials in personnel files of unit members which may affect the status of their employment are to be made available for the inspection of the unit member involved upon request, with the exception of ratings, reports or records which were:
 - a. Obtained prior to the employment of the person involved,
 - b. Prepared by identifiable examination committee members, or
 - c. Were obtained in connection with a promotional examination.
- 3. Information of a derogatory nature, except confidential material mentioned in the above, shall not be entered into the personnel file unless and until the unit member is given notice and an opportunity to review and make and/or receive a copy thereof at

his/her expense. (If the information is received from parents, citizens, and/or students, the procedures outlined in Section N, above, shall be followed.)

- a. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments.
 - b. A unit member will have up to five business days to, respond to and attach said response to the evaluation
4. A unit member may be accompanied by his/her Association representative at such times as he/she reviews the material in his/her personnel file.

P. Personnel District File:

1. Records of all professional contacts of the evaluator and/or site administrator with the unit member, such as records of summaries of conferences, observation notes or reports, incident reports or summaries, parent or student comments, and the like, may be retained in a site file even if they are not officially made part of the District-level personnel file.
2. Copies of all records officially placed in the District-level personnel file may also be retained in the site file.
3. Materials in the site file which may affect the status of employment are to be made available for the inspection of the unit member involved, upon request, with the exception of exempted ratings, reports or records as detailed above in this Article, Section P.2.a-c.
4. A unit member may be accompanied by an Association representative at the time he/she reviews the materials in his/her site file.
5. Materials placed in the site file are not permanent records unless they are officially placed in the District-level file.
6. Information of a derogatory nature, except confidential material mentioned in the above, shall not be entered into the site personnel file unless and until the unit member is given notice and an opportunity to review and make and/or receive a copy thereof at his/her expense. (If the information is received from parents, citizens, and/or students, the procedures outlined in Section N, above, shall be followed.)
 - a. A unit member will have up to five business days to, respond to and attach said response to the evaluation. If no response is provided by that time, the information will be added to their personal file

Q. Lawful Non-School Related Activities

Evaluation of the unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's job performance or effectiveness as an employee.

ARTICLE XI

DISCIPLINE AND SUSPENSION

A. Disciplinary Action

Unit members being investigated, whether disciplinary or not, shall not be interrupted during student instruction unless the investigation is related to criminal misconduct or student/staff safety. No disciplinary action shall be taken by the District, except for just cause and unless the following due process steps are taken:

1. The unit member has been given notice of the nature of the behavior that may be cause for disciplinary action.
2. The unit member has had an opportunity to discuss and to explain his/her actions and/or perspective of the situation.
3. A unit member shall have the right to the presence of an Association representative, upon request, at discussions with administrators pursuant to this Article.
4. The unit member shall have the right to attach his/her written response to any disciplinary material(s) that may be placed in his/her personnel file.

B. Progressive Discipline

1. Progressive discipline shall be followed in a District decision to discipline unit members based upon just cause.
2. Except as noted in Section B-3 below, the progression of disciplinary actions undertaken by the District against an individual unit member shall be:
 - a. First Level: Verbal warning/oral reprimand from site and/or District administrator. Dated, written summary of verbal warning to be emailed to the employee.
 - b. Second Level: Written warning with a dated, detailed summary of conference letter provided to the unit member, placed in District personnel file.
 - c. Third Level: Written warning/letter of reprimand/notice, to be placed in both site and District personnel files, from site and/or District administrator.
 - d. Fourth Level: Suspension without pay for up to 15 days (pursuant to Section C below) or other corrective disciplinary action(s) (consistent with the type of offense), based upon the severity of the verified offense(s).

3. In cases of extreme unprofessional/inappropriate behavior, or where possible repetition threatens the health or welfare of other persons or the continuity of the school program, the District shall have the right to impose a more severe disciplinary step, consistent with the severity of the offense, without following each prior step listed in Section B above.

C. Disciplinary Suspension

1. Pursuant to Section B above, the District may suspend unit members without pay for up to fifteen (15) days.
2. The Superintendent or his/her designee shall give written notice to the unit member of the District's intent to suspend the unit member at least ten (10) school days prior to the proposed imposition of the suspension. The notice shall include:
 - a. The cause(s) on which the suspension is based.
 - b. The proposed date(s) on which the suspension shall take place.
 - c. A statement that the unit member has a right to appeal the suspension in a pre-suspension hearing with the Superintendent or his/her designee.
 - d. A proposed date, time, and place for such pre-suspension hearing.
3. The unit member shall have five (5) school days from the receipt of the notice in which to respond to the notice of suspension.
 - a. If the unit member does not respond, the District will schedule the suspension and provide notice thereof to the unit member.
 - b. If the unit member does respond, his/her response shall confirm the proposed date, time, and location for the pre-suspension hearing, propose other dates/times/locations, or waive the hearing.
4. The pre-suspension hearing, unless waived or rescheduled by mutual consent, shall take place within ten (10) school days from the date of the notice.
5. A unit member may have an Association representative present at the pre-suspension hearing, upon request.
6. The pre-suspension hearing shall provide the unit member with the opportunity to present facts and arguments regarding the alleged infraction(s).
7. When appropriate, the Superintendent or his/her designee will investigate and verify by available evidence, new information presented during the pre-suspension hearing.

8. The Superintendent or his/her designee shall inform the unit member of the decision to suspend or not to suspend:
 - a. Within five (5) school days from the date of the pre-suspension hearing; or
 - b. After five (5) school days from the date of the notice of suspension if the employee did not respond or waive the hearing.
9. The District shall schedule the dates of the suspension.
10. In emergency situations, where the health or welfare of other persons or the continuity of the school program are threatened, the District may suspend the unit member without scheduling a pre-suspension hearing after informing him/her of the behavior(s) that led to this action.
11. In such emergency situations described in 10, above, the Superintendent or his/her designee shall schedule an informal hearing with the unit member and provide the unit member with written notice thereof, as soon as possible after the suspension has begun.

D. Disputes

Disputes as to whether a disciplinary action and/or a suspension is based on just cause or whether there is a violation of the procedures set forth herein shall be resolved pursuant to the grievance procedure outlined in Article VI of this Agreement.

E. Exceptions

Nothing in the Article shall limit the District's right to institute dismissal and immediate suspension and compulsory leave of absence proceedings as set forth in the California Education Code, nor shall discipline under this section be regarded as a pre-condition to discipline/dismissal proceedings under the California Education Code. (Education Code reference: 44939-44942, 44882, and 44949.)

ARTICLE XII

LEAVES OF ABSENCE

A. General Provisions

1. Definition

A leave of absence is an authorization for a unit member to be absent from active duty, generally for a specific period of time and for an approved purpose.

- a. 100% leaves of absence shall not exceed two (2) years.
- b. Permanent unit members may be granted partial leaves of absence up to 60%.

2. Right of Reinstatement

- a. At the expiration of the leave of absence, the unit member shall be reinstated in a certificated position comparable to that held at the time the leave of absence was granted (assuming no layoff or termination under applicable Education Code provisions), unless other arrangements are mutually agreeable to the unit member and the Superintendent. A reasonable effort will be made to return the unit member to the previous assignment, unless he/she would have been transferred or reassigned anyway.
- b. A condition of the foregoing rights of reinstatement is that a valid credential or permit must be in effect as of the date of return.

3. Fringe Benefits

- a. Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, medical-dental coverage, and retirement credit, the same as if they were not on leave.
- b. Those who go onto an unpaid leave during any pay period shall receive their medical-dental coverage for the balance of that pay period, and thereafter shall be allowed to remain on continued coverage at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District and provided that such conversion is permitted by the insurance carrier.

4. Part-Time Unit Members

Part-time regular unit members shall be entitled to leaves of absence in the same ratio as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

5. Unauthorized Leave

- a. It is agreed that a unit member who is absent from work other than for those days as authorized by State Law or by the provision of this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement.

- b. The District reserves the right to request written verification of the reason for absence.
 - c. If a unit member is shown to have taken unauthorized leave, the District may deduct an amount from his/her salary equal to the ratio of days absent to the days of required service.
 - d. The unit member may be subject to disciplinary action pursuant to applicable Education Code provisions and to Article XI of this Agreement.
6. Foreseeable Extended Sick Leave
- a. A unit member who becomes aware of the need for absence due to surgery, maternity, or other predictable or previously scheduled causes, shall submit, as far in advance of the initial disability date as possible, a statement from his/her attending physician, which shall include the beginning date of disability, the cause of the disability, and the anticipated date of return to active service.
 - b. The District may require a unit member who is on extended medical leave to obtain a second opinion from a physician at the District expense.
7. Verification of Fitness
- a. A unit member who is on leave or eligible for leave due to injury or communicable disease, or who has been on five (5) or more consecutive days of sick leave, shall provide, upon District request, written verification from a medical doctor or licensed practitioner regarding his/her fitness to carry out his/her duties.
 - b. The District reserves the right to require a unit member to have a physical examination by a District appointed physician, at no expense to the unit member, to verify his/her fitness to carry out his/her duties.
8. Employment Restrictions
- a. Unit members on sick leave or industrial accident/illness leave shall not be employed elsewhere during regular contract hours.
 - b. This restriction may be waived by the District under special circumstances; requests for such a waiver, with reasons therefore, should be submitted in writing to the Human Resources Department.

B. Procedure for Reporting Absence/Return

1. A unit member intending to be absent shall notify the District via the designated phone/online substitute system by 6:00 a.m. at the latest on the day of the absence. If this is not possible, then the unit member shall notify the District sub coordinator by phone prior to the start of school.
2. A unit member shall notify the District of his/her absence from any regularly scheduled workday, even when a substitute is not required.
3. When notifying the District of an intended absence, a unit member shall indicate a definite date of return, if known.

4. A unit member shall notify the District as soon as possible of any change in a previously stated date of return.
5. Unless a definite return date has been given, a unit member shall notify the District of his/her intention to return to work prior to 2:00 p.m. of the last day of absence.
6. A unit member shall not be allowed to return to service, and shall be charged with one (1) additional day of sick leave absence, if the unit member fails to so notify the District prior to 2:00 p.m. on the school day preceding his/her return from absence.

C. Sick Leave

1. Definition

The purpose of sick leave utilization shall be for physical and mental disability absences that are medically necessary and caused by illness, injury, maternity disability, or quarantine.

2. Entitlement to Sick Leave

- a. A unit member working five (5) days per week for a full contract year shall be annually entitled to ten (10) days of leave of absence for illness or injury.
- b. A unit member working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.
- c. Unused sick leave shall be accumulated from year to year.

3. Use of Sick Leave

- a. Allowable sick leave credit need not be accrued prior to being taken by the unit member during said year, but may be taken at any time during the school year.
- b. A unit member who terminates employment prior to earning sick leave that was taken in advance of accrual shall have the appropriate amount deducted from his/her final paycheck.
- c. Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation, except as provided in the Education Code for purposes of retirement.
- d. Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation.
- e. The District shall provide sick leave balances to unit members two times per year.

4. Depletion of Sick Leave

- a. This section applies only to unit members who have exhausted all accumulated sick leave credit.
- b. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent under the provisions of this article shall receive the

difference between their pay and the amount that normally would be paid a substitute if one had been employed.

(1) Deduction of daily substitute rate: The day-to-day substitute rate shall be deducted for any days of absence exceeding sick leave credit up to and including the twentieth day of continuous absence.

(2) Deduction of long-term substitute rate:

a) Commencing on the twenty-first day of continuous absence, the long-term substitute rate shall be deducted for any days exceeding sick leave credit.

b) The long-term substitute rate may begin earlier than twenty-one days in the event that there are no lesson plans, insufficient lesson plan, and/or extraordinary circumstances requiring the substitute to perform duties beyond the typical school day assignment. This pay designation must be approved by the Human Resources administrator at the written request of the site administrator. The long-term substitute rate shall be deducted only for any days exceeding sick leave credit.

(3) Deduction of sixth-period assignment pay:

Commencing on the sixth day of continuous absence, the sixth-period assignment pay shall not be earned by the unit member, even if sick leave has not been exhausted.

c. In order to qualify for differential pay, an employee shall utilize available leaves in the following sequence:

(1) All Industrial Accident or Illness leave days, when applicable;

(2) All remaining current year days credited for sick leave; and

(3) All accumulated sick leave.

d. Unit members are entitled to use for extended sick leave purposes:

(1) The current year's allocation of sick leave (normally, ten (10) work days), and

(2) Up to, but no more than, five (5) school months of combined past-accumulated sick leave and differential pay leave in any one (1) school year.

e. Only one (1) increment of differential pay shall be allowed for any single and continuous illness that continues into the next school year.

5. Return to Service/Work Restrictions

If a unit member returns to work after an illness but the unit member's physician has placed temporary restrictions on the duties that are normally performed, the unit member and the District may mutually agree whether there are duties that can be performed within the restrictions until full recovery occurs.

D. Pregnancy Disability Leave

1. Definition

Pregnancy Disability Leave is sick leave used during the period of time a unit member is absent due to a medical disability related to pregnancy and/or convalescence following birth or miscarriage. (Childcare leave following pregnancy disability leave is covered by Unpaid Personal Leave, Section N of this Article.)

2. Procedure

- a. As soon as practicable, the unit member shall inform her immediate supervisor and the Human Resources Department of her pregnancy and the projected due date.
- b. By the sixth month of pregnancy, the unit member shall provide the District Human Resources Department with a written statement from her physician, indicating the estimated date of birth and the date through which she may continue to perform her regular duties and responsibilities.
- c. In the event that the beginning date of the pregnancy disability leave should change, the unit member shall inform the Human Resources Department as soon as possible, or according to the report of absence procedures in Section B of this Article.
- d. As soon as possible after birth or miscarriage, the unit member shall provide the Human Resources Department with a written statement from her physician, indicating the length of the required medical disability leave and the date on which the unit member may resume her duties.

3. Return to Service

- a. The unit member shall notify the District to confirm her date of return to duty not later than 2:00 p.m. of the school day prior to her return date.
- b. In the event that the unit member must extend her pregnancy disability leave beyond the originally stated date, the unit member shall notify the District no later than 2:00 p.m. of the school day prior to the originally stated date of return and, as soon as possible, provide a physician's statement specifying the revised date of return.
- c. In the event the unit member requests an early return prior to the date originally specified, the District shall make a good faith effort to:
 - (1) Grant this request, or
 - (2) If her position is filled by a contractual substitute, provide temporary assignments as a substitute or on another basis until the originally stated date of return.

E. Industrial Accident and Illness Leave

1. Definition

Industrial accident and illness leave shall be granted to unit members for illness and injury incurred within the course and scope of the unit member's assigned duties.

2. Days of Entitlement

- a. District-paid leave shall not exceed sixty (60) days in one (1) fiscal year, nor sixty (60) working days in total for the same illness or accident.
 - b. Allowable leave shall not be accumulated from year to year.
 - c. Industrial accident or illness leave shall commence on the first day of absence, and shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
 - d. A unit member who has used the full sixty (60) days industrial paid leave and is still unable to return to his/her regular, full-time position shall utilize his/her available sick leave benefits, as specified in Section C of this Article.
3. Procedure
- a. A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate Workers' Compensation Insurance form within twenty-four (24) hours or as soon as practically possible to the immediate supervisor.
 - b. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be examined and treated, if necessary, by a physician approved by the District's industrial accident insurance carrier.
 - c. A unit member who is absent as a result of industrial accident or illness shall notify the District. The absence, whether full or part day, must be noted as "industrial accident or illness," and verification must be provided by the appropriate carrier, doctor, or therapist.
 - d. A unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.
 - e. A unit member who must be absent due to job-related illness/injury shall follow the normal procedure as provided in Sections A and B of this Article.
4. Temporary Disability Indemnity
- a. A unit member on Industrial Accident and Illness leave shall provide the District with written verification of the amount(s) of any temporary disability indemnity checks retained by the unit member, which sum shall be deducted from his/her regular salary warrant(s).
 - b. A unit member may select to endorse to the District the temporary disability indemnity checks received, in which case the regular salary warrant shall be issued.
 - c. Upon conclusion of this industrial paid leave a unit member may utilize any available sick leave benefits, providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one-hundred percent (100%) of the unit member's normal compensation.
5. Return to Service
- a. A unit member shall be permitted to return to service after an industrial accident or illness upon the presentation of a release from the authorized Workers' Compensation physician certifying the unit member's ability to return to his/her

position classification without restrictions or detriment to the unit member's physical and emotional well-being.

- b. If the unit member's physician gives a release to return to work with temporary restrictions, the unit member and the District may mutually agree whether there are duties that can be performed by the unit member within the restrictions until full recovery occurs.

F. Personal Necessity Leave

1. Definition

- a. Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours or by another person.
- b. General categories for acceptable use of Personal Necessity Leave include, but are not necessarily limited to:
 - (1) Death/serious illness in the family, household, or special circumstances;
 - (2) Accident involving person or property of unit member or immediate family;
 - (3) Urgent, serious circumstances;
 - (4) Paternity for childbirth, or release of mother and/or child from hospital;
 - (5) Adoption of child;
 - (6) Religious Leave (see Section L);
 - (7) Court Appearance (see Section J-2);
 - (8) Under special circumstances, participation in political, civic, or professional organization activities (prior approval from District required);
 - (9) Participation in a job interview that cannot be rescheduled to non-working hours.
 - (10) Parent-school involvement for student conferences, awards, IEPs, 504s, and discipline meetings.
- c. Activities such as vacation, recreation, social commitments, and routine personal activities are covered under Unpaid Personal Leave, Section N, of this Article. Leave for Employee Association activities is covered in Article IV, Association Rights and Responsibilities.

2. Days of Entitlement

- a. A unit member may elect to use up to ten (10) days per year of unused sick leave for purposes of personal necessity leave.
 - (1) Such days will be charged against unused sick leave.
 - (2) Unused personal necessity leave entitlement shall not be accumulated from year to year.
- b. In case of serious, continued illness in the immediate family, a unit member may elect to use more than ten (10) days per year of unused sick leave for purposes of personal necessity.
- c. The number of days of personal necessity leave shall not exceed the number of full days of unused sick leave to which the unit member is entitled.

3. Procedure

- a. Unit members are encouraged to notify their immediate supervisor as early as possible of their intent to take Personal Necessity Leave so proper substitute coverage and any other necessary arrangements can be planned in advance.
- b. Unit members shall provide written notification to their immediate supervisor at least two (2) working days prior to the beginning of the leave. If two (2) days' prior notice is not possible, the District shall make every effort to accommodate the request under tight timelines.
- c. The immediate supervisor shall forward the written notice to the Associate Assistant Superintendent, Human Resources, who shall process the notice and provide for substitute coverage, as appropriate.
- d. The prior notice requirement shall not apply for emergency or urgent circumstances.
- e. When prior notice is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.
- f. "No Reason" Days: A unit member may use three (3) days of Personal Necessity Leave per school year without indicating a specific reason for absence, under the following conditions:
 - (1) No more than five (5) unit members would be absent on such leave on the requested date, and
 - (2) There would exist sufficient substitute coverage for the requested date (no known unusual demand for substitute coverage for workshops, etc. exists).
 - (3) There are no special activities on the requested date that require the unit member's participation and that cannot be addressed in another way.

G. Personal Business Leave

1. Definition

- a. Personal Business Leave may be utilized by a unit member who has sufficient sick leave credit.
- b. A unit member may elect to use not more than three (3) days per school year of unused sick leave for Personal Business Leave.
- c. The unit member shall have deducted from their pay for the day of the Personal Business Leave the amount actually paid to the substitute, or if no substitute is employed, the amount that would have been paid a substitute if one had been employed.
- d. Unused Personal Business Leave shall not be accumulated from year to year.

2. Procedure

- a. The unit member shall submit a written request for Personal Business Leave to the immediate supervisor not less than two (2) working days prior to the day of the leave.
- b. The immediate supervisor shall submit the request to the Associate Superintendent, Human Resources, who shall then grant the request when the following conditions are satisfied:

- (1) No more than five (5) unit members would be absent on Personal Business Leave on the requested date;
- (2) There would exist sufficient substitute coverage for the requested date (no known unusual demand for substitute coverage for workshops, etc. exists).

H. Bereavement Leave

1. Definition

- a. A unit member shall be eligible for a temporary leave of absence without loss of salary upon the death of a member of the immediate family.
- b. Members of the immediate family, as used herein, means mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/partner of the unit member, the spouse/partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step parents, step children, aunt, uncle, niece, or nephew of the unit member, or any person permanently residing in the immediate household of the unit member.

2. Days of Entitlement

- a. Bereavement leave will be for no longer than three (3) days, except for employees who travel outside of a 300-mile radius for bereavement, who shall be entitled to up to five (5) days of leave. Days used for bereavement leave need not be consecutive.
- b. Additional days of absence beyond those described herein are provided in this Article under the Personal Necessity Leave provisions.

3. Procedure

- a. A unit member taking leave of absence under these provisions shall, as soon as possible, notify the District Office of such fact, and of the expected duration of the absence.

I. Judicial and Official Appearance Leave

1. Definition

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to all official order from another governmental jurisdiction for reasons not brought about through the initiation, connivance or misconduct of the unit member.

2. Jury Duty

- a. A unit member officially called to jury duty during the school year shall be granted a leave of absence without loss of salary equal to the cost of actual or customary substitute wages only if they have first make a good faith effort to secure postponement of such jury service to non-duty time.
- b. A unit member shall demonstrate that they have made a good faith effort to postpone jury service to non-duty time by:

- (1) Actually postponing jury service to non-duty time, or
 - (2) Providing the District with a copy of the jury summons, requesting postponement to non-duty time, or
 - (3) Providing the District with a copy of the jury summons and written explanation of the attempt to postpone.
- c. If a unit member does not demonstrate that they have made a good faith effort to postpone jury service to a non-duty time, they shall have the actual cost of a substitute, or if no substitute was employed, the normal cost of a substitute, deducted from their salary for the days they are absent for jury duty.
 - d. Unit members who have their salary reduced according to Section c, above, of this article, and believe that extenuating circumstances should be considered, may appeal this decision to a panel composed of two (2) members selected by the Association and two (2) members selected by the District; a majority vote shall reverse the decision.
 - e. Juror's fees, exclusive of mileage, received by the unit member, shall be deposited to the credit of the District.
 - f. A leave of absence granted under the above conditions shall not exceed a total of twenty-five (25) workdays per school year.
 - g. After twenty-five (25) days absence for jury duty, the unit member will receive only the difference between their pay and the amount paid or that would normally be paid to the substitute, but the unit member will retain the juror's fees insofar as the combination of juror's fees and pay from the District does not exceed such member's regular District compensation.

J. Legislative Leave

A permanent unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

K. Religious Leave

1. Definition

Religious leave may be utilized by a unit member for observation of specific recognized days or events which are considered non-working days by the unit member's established religious order or faith.

2. Days of Entitlement

- a. Religious observance days will be charged against unused personal necessity leave.
- b. Not more than six (6) days of personal necessity leave may be used for that purpose.

3. Procedure

A unit member exercising this leave of absence provision shall notify the District Office of his/her need to be absent from service at least five (5) working days prior to the absence, and shall indicate the date of return.

4. Return to Service

- a. Immediately upon return to active service, the unit member shall complete the Report of Absence-Certificated, and submit it to the immediate supervisor.

L. Military Leave

Every unit member employed by the District in a probationary or permanent position shall be eligible for military leave as provided in applicable State and Federal laws.

In addition, the District will extend the interpretation of "military leave" to cover employees who are members of reserve sheriff, police, or fire departments and who are obligated to serve on active duty during a crisis. This does not apply to personnel who voluntarily serve in the capacities described.

Current law (4/93) provides that any certificated employee to whom this section applies, while on active duty, may receive from the District as part of his/her compensation, all of the following:

1. The difference between the amount of his/her military pay and allowance and the amount the employee would have received as a certificated employee, including merit raises that would otherwise have been granted during the time the individual was on active duty.
2. All benefits that the employee would have received had he/she not been called to active service, unless the benefits are prohibited or limited by vendor contracts.

This compensation shall be granted for the first thirty (30) calendar days of the leave. Following thirty (30) days, the District shall pay compensatory time due the employee, then vacation, then personal necessity portion of sick leave (regular sick leave may not be utilized), until all paid time is exhausted. If the leave continues past this point, the absence becomes an unpaid leave in accordance with Section 395 and 395.4 of the Military and Veterans Code.

M. Unpaid Personal Leave

1. Definition

A unit member may, in the sole discretion of the District, and without creating precedent be granted an unpaid leave of absence for up to one (1) year for reasons satisfactory to the District and not enumerated elsewhere in this Article.

2. Procedure

- a. The unit member shall submit a request to the Superintendent or his/her designee, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.
- b. Requests for leaves of five (5) working days or less shall be submitted at least five (5) working days in advance of the proposed commencement of the leave, or as soon after such notice date as possible, and may be granted or denied by the Superintendent or his/her designee, whose decision shall be final.
- c. All requests for leaves in excess of five (5) working days shall be submitted at least eight (8) working days prior to the regular Board of Education meeting occurring before the proposed commencement of the leave, and may be granted or denied by the Board of Education, whose decision will be final.
- d. In those instances where an emergency situation is deemed to exist, the Superintendent may recommend a waiver of the above time requirements.

3. Return to Service

- a. Unit members who are on extended unpaid leave that expires during the school year must, in order to retain their right of return, notify the District of their intention to return at least forty-five (45) days prior to the expiration of the leave.
- b. Those unit members who are on extended unpaid leave that expires at the end of the school year must give such notice no later than January 15 of that school year.
- c. The District shall give notice of this requirement at least thirty (30) days prior to the above-mentioned deadlines.

N. Family Care Leave

1. Definition

A unit member who has worked for the District a minimum of one (1) year, or one (1) school year, depending on assignment, and who has worked at least 1,250 hours during that year, shall be entitled to take an unpaid Family Care and Medical Leave ("FCML"). FCML is defined as leave granted for the following reasons:

- a. Birth or adoption of, or the serious illness of, a child of the unit member. (Note: Pregnancy Disability Leave and FCML need not be taken concurrently.)
- b. To care for a parent of a spouse who has a serious health care condition.
- c. Serious Illness of the unit member.

2. Days of Entitlement

- a. The unit member shall be entitled to take a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period. The twelve (12) months is measured forward from the first date the leave is used.
- b. This unpaid leave may be utilized after other appropriate paid leaves have expired; such as, personal necessity leave and accrued sick leave (for the employee's own illness); but under no circumstances will the District be required to provide a total leave, paid and unpaid, exceeding twelve (12) workweeks (a total of five (5) months may be used when the employee is utilizing extended sick leave for his/her own illness). FCML will run concurrent with extended sick leave.

3. Procedure

- a. If the unit member's need for FCML is foreseeable, thirty (30) days' advance notice must be given. For unforeseeable circumstances, reasonable and practicable notice shall be given.
- b. The unit member shall submit a written request for FCML on the correct District form to his/her supervisor, who shall forward it immediately to the Human Resources Department in order to expedite finding a substitute, if required.
- c. The District will require medical certification for a health care provider to support FCML requests either to care for a unit member's seriously ill family member or due to a serious health condition that makes the unit member unable to perform the functions of his/her job. The unit member must provide such certification within fifteen (15) calendar days, unless it is not practicable to do so under the circumstances. "Physician or Practitioner Certification" forms are available in the Human Resources Department.
- d. During the FCML period, the employee shall retain employee status with the District, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan eligibility. A unit member taking this leave shall continue to be eligible to participate in health plans, pension, and retirement plans, and other benefit plans to the same extent under the same conditions as apply to any unpaid leave, with the exception that the District shall continue to make tenths contributions for health insurance benefits while the employee is on FCML. Any contribution made by the unit member to health benefit premiums will still be the responsibility of the unit member.

4. Exceptions

- a. The FCML limits the leave that may be taken by spouses who both work for the District to a combined total of twelve (12) workweeks during any twelve (12) month period if leave is taken for birth or placement for adoption or foster care. Care must be concluded within twelve (12) months of the birth or placement of a child.
- b. A unit member may be required to extend leave through the end of the semester if he/she would otherwise have returned within the last two (2) or three (3)

weeks of the semester's end, depending on the date on which the leave commenced and the duration of the leave.

- c. If a unit member wishes to take intermittent leave and that leave would cause the unit member's absence from his/her assignment more than twenty percent (20%) of the time, the unit member may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the assignment.

5. Return to Service

- a. A unit member who is on long-term FCML shall notify the District of their intention to return at least ten (10) days prior to their return to service or the expiration of the leave.
- b. Unit members whose FCML expires at the end of the school year shall notify the District of their intention to return no later than June 30 of that school year.
- c. As a condition of returning to work for a unit member who has taken leave due to his/her serious health condition, the District will require certification from a health care provider that the unit member is fit for duty.

(The District, in providing this leave benefit, shall comply with both the regulations of the California Family Rights Act and the Federal Family Medical Leave Act. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases where there is a conflict in language between the two.)

O. Catastrophic Sick Leave Donation Plan

1. Definition

Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family, as defined in Article XII.I.1.b., for over ten (10) consecutive duty days which requires the unit member to take time off work. A unit member who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all fully paid leave.

2. Days of Entitlement

- a. A unit member may donate up to five (5) days of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Article XII C.
- b. Only a unit member who has completed two (2) or more years of service to the District, who, as a result of a catastrophic illness or injury, as defined above, has exhausted all fully paid leave, may request and utilize the leave provided. No such leave may be drawn for an injury or illness which arises out of employment.

- c. In the event that the unit member has exhausted all fully paid sick leave during the catastrophic event, the donated time will apply immediately after exhaustion of such sick leave.

3. Procedure

- a. Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources with a written request to participate in the program. The request shall include a description of the injury or illness necessitating the request and probable length of absence from work. Family members or association representatives may draft a request in cases where injury or illness prevents the unit member from completing a request. The above information shall be confidential in nature and for human resources department use only.
- b. The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their injury or illness will be provided if written authorization is received directly from the unit member and/or family representative.
- c. Unit members may donate up to a maximum equivalent of five (5) days of sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below twenty (20) days. Donations of sick leave shall be submitted to the District Human Resources department on a form provided by the District. Donations shall be transferred in equal amounts from those who contributed to the leave balance of the unit member requesting the donations, regardless of the salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Unused donation days will be returned to the donor.
- d. Unit members receiving donations shall be limited to a maximum of sixty (60) days within one school year or per catastrophic event. Donated sick leave shall be deducted one day at a time from each participating MTA bargaining unit donors, rotating through each in alphabetical order, starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave has been depleted.

ARTICLE XIII

EARLY RETIREMENT OPTION: REDUCED WORKLOAD

- A. A unit member who qualifies under this Article and the provisions of Education Code Section 22713 may request a reduction in workload from full-time to part-time duties with continued STRS (State Teachers Retirement System) credit as if he/she were employed on a full-time basis and based upon the salary the unit member would have received if employed on a full-time basis.
- B. The unit member requesting the reduced workload option outlined in this Article must submit such a request, in writing, to the Human Resources Department, no later than April 1 of the year prior to the year the reduced workload would take effect.
- C. The District shall grant or deny such requests based upon criteria such as:
 - 1. Qualification under Education Code provisions.
 - 2. District staffing needs and limitations.
 - 3. A maximum limit of five (5) employees working under the provisions of this Article in any one (1) year.
- D. The requirements for participation under this reduced workload shall be:
 - 1. The option of part-time employment shall be exercised at the request of the unit member and shall be revoked during any given school year only with the mutual consent of the employer and the unit member.
 - 2. The unit member shall have been employed full time in a position requiring membership in STRS for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 - 3. During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full time in a position requiring membership in STRS for a total of at least five (5) years without a break in service.
 - a) For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service;
 - b) Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
 - 4. The unit member shall have reached the age of 55 prior to reduction in workload.
 - 5. The period of such part-time employment shall not extend beyond the end of the school year during which the unit member reaches his/her 70th birthday.

6. The period of such part-time employment shall be granted on a year-to-year basis and shall not exceed five (5) years total.
7. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full- time position or one-half the hours of daily service for a full-time school year.
8. The unit member shall be paid a salary that is the pro rata share of the salary the unit member would be earning had he/she not elected to exercise the option of part-time employment.
9. Prior to the reduction of a unit member's workload under this section, the District personnel responsible for the administration of this program, in conjunction with the administrative staff of the State Teachers' Retirement System and the Public Employees' Retirement System, shall verify the eligibility of the application for the specifically proposed workload program.
10. The unit member shall contribute to the Teachers' Retirement System the amount that would have been contributed had the unit member been employed full time.
11. The District shall contribute to the Teachers' Retirement System an amount which when added to the required unit member contributions is equal to the product of the contribution rate for additional service credit and the current salary that would have been paid to the unit member had the unit member been employed full time.
12. The District, as prescribed in EC22713, shall maintain the necessary records to separately identify each unit member receiving credit pursuant to this section.
13. The unit member on reduced workload shall have the option of purchasing, at his/her own expense, District health plan benefits if such are not provided by regulations set forth in other sections of this Agreement.

ARTICLE XIV

CLASS SIZE

- A. The District shall make every reasonable effort to meet the following pupil/teacher ratio goals subject to the constraints of fluctuating enrollment, staff availability and qualifications, plant and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, innovations in methods and programs, and financial ability.
1. T/K: No class size exceeding 24 pupils.
 2. Kindergarten: No class size exceeding 24 pupils (Class Size Reduction.)
 3. Grades 1-3: No class size exceeding 24 pupils. (EC 41376(a) limits grades 1-3 class sizes to 32 and averages to 30.)
 4. Grades 4-8: District-wide average of 30 pupils per class, with no class size exceeding 35 pupils.
 5. Grades 9-12: District-wide average of 30.5 pupils per class, with no class size exceeding 35 pupils.
 6. Multi-level class goal: District-wide average and class size maximum shall not exceed the highest of the goal figures for the respective grade levels.
 7. Special Education class goal: The RSP class size maximum shall not exceed 28. The SDC class size shall not exceed 18.
 8. Physical Education class goal grades 6-12: Master schedule development shall include an analysis of the impact on PE class sizes. Classes beyond 45 shall be analyzed and every possible solution shall be explored to reduce class size to 45 or below.
 9. Continuation School: Site average of 18 pupils per class, with no class size exceeding 20 pupils.
- B. Excluded from the above goals and desired maximums are classes in instrumental or vocal music, situations in which two (2) or more individual classes are assembled together for special instructional purposes, modular or team-teaching situations, or any

other similar situations, and also any "over-ratio" class for which the teacher or faculty involved so requests in writing.

- C. In situations where the class sizes exceed the desired maximums described above and where adjustments of class assignments are necessary, the school administrators shall provide opportunity for affected unit member input prior to final class leveling.
- D. In any situation where the class size exceeds the above goals and/or desired maximums, the following shall be the designed procedure for redress:
 - 1. If a concern exists, the unit member may submit a written statement of the concern to the Principal, who shall provide a written acknowledgment of receipt of the complaint within three (3) school days and provide a written response within six (6) school days from the receipt of the complaint.
 - 2. If the unit member is not satisfied with the response from the Principal, the unit member may send a copy of the original statement of concern and response from the Principal to the Superintendent and the President of the Board of Education.
 - a) The Superintendent shall provide a written acknowledgment of receipt of the complaint within six (6) school days, and will make a sincere effort to rectify the problem with the means at his/her disposal.
 - b) The Superintendent shall then respond in writing within ten (10) school days from receipt of the complaint.
- E. Class size counts by school shall be available to the Association monthly, upon request.

ARTICLE XV

SAFETY CONDITIONS

A. District

1. The District shall provide a place of employment that is as safe as the nature of the employment, assigned duties, available personnel, facilities and finances reasonably permitted.
2. Upon notification, the District shall make reasonable efforts to investigate, eliminate, and/or correct any reported unsafe or unhealthful conditions in an expeditious manner, as far as resources permit.
3. As outlined in Ed Code 49079, the District will make every reasonable effort to inform teachers of students who have recently demonstrated violent propensities.

B. Unit Members

1. A unit member shall notify the site administrator of any existing or potentially unsafe or unhealthful condition that comes to his/her attention.
2. A unit member shall not be required to perform duties under conditions:
 - a) Which pose an immediate threat of serious bodily harm,
 - b) Which pose a substantial health, and/or
 - c) Which cannot be remedied through reasonable action of the unit member.
3. A unit member shall perform duties as outlined in the District Emergency Procedures Handbook in cases of emergency.

C. Safety Committee Procedures

1. After a reasonable amount of time, unresolved health and/or safety concerns shall be reported to the School Safety Committee, which shall include at least one (1) unit member.
2. The School Safety Committee shall: (a) review the concerns and (b) submit recommendations, as appropriate, to the District Safety Committee, as outlined in Board Policy 3580 (1978).

3. The District Safety Committee shall report to the Superintendent, at least once annually (or more often as necessary), regarding unresolved health and/or safety concerns and recommended solutions.
4. The Superintendent shall report to the Board of Education at least once annually concerning the unresolved health and/or safety issues and recommendations presented by the District Safety Committee.
5. The Board of Education shall consider the recommendations of the District Safety Committee when setting budget priorities for the coming school year.

D. Classroom Control

1. A copy of any Board policies or administrative procedures in effect regarding student discipline, corporal punishment, and suspensions shall be made available to each unit member, and updated as changes occur.
2. Nothing contained in this Agreement shall be deemed as waiving the statutory rights of a unit member to suspend a student.

E. Personal Property Damage

Reimbursement for the repair or replacement of personal property shall be processed according to Board Policy 3532.2, as amended August 1985.

ARTICLE XVI

HOME HOSPITAL AND SUMMER SCHOOL/ PERSONNEL

A. Coverage

This Article covers only those Home Hospital and Summer School employees who are unit members represented by the Association pursuant to Article II (Recognition) of this Agreement.

A. Applicable Articles of the Agreement

1. This Agreement shall generally apply to the above-described unit members, except that the following articles are not applicable:
 - a) Article VIII (Hours of Employment);
 - b) Article IX (Transfers);
 - c) Article X (Evaluation Procedures);
 - d) Article XII (Leaves of Absence); and
 - e) Article XIV (Class Size).

B. Holiday Pay

The unit members covered in this Article shall not receive wages for holidays.

C. Summer School Teacher Selection

1. All unit members shall be offered the opportunity to apply for summer school teaching assignment openings.
2. The intent of the summer school teacher selection process shall be to provide the strongest possible summer school program for students and to provide fair, equitable access to summer school assignments for all qualified unit member applicants.
3. In order to provide for a fair, equitable selection process, the following criteria shall be considered, in the following order of importance:
 - a) Credential authorization;
 - b) Special skills/certification (bilingual, special education, etc.);
 - c) Special skills or interests that match the summer school/intersession program goals;
 - d) Recommendations from current supervisors;
 - e) In order to provide balanced representation, the following shall be considered (not in the order of importance; all apply):
 - (1) Each school (per level--elementary/middle/high school)
 - (2) Ethnic groups/gender

- (3) The full range of employee longevity (long-term to recently hired)
- (4) Unit members hired previously for summer school and those seeking their first assignment.
- 4. Unit members who have signed employment contracts for the coming year shall have selection priority over unit members who are not returning the following year or who are on a long-term substitute assignment.
- 5. Summer school applicants who are not selected may elect to serve on a substitute basis, as needed, during summer school
- 6. Summer school applicants for a program run by another agency (e.g., Citrus College) shall be subject to selection rules applied by that agency, as well as those listed above, where applicable.

ARTICLE XVII

ADULT EDUCATION

A. Coverage

This article covers regular contract certificated personnel (unit members) assigned to adult education and teachers teaching 10 or more hours weekly for at least 30 consecutive work weeks. The contract language in this article, specifically referring to adult education certificated personnel shall supersede general contract language wherever applicable.

B. Applicable Articles of The Agreement

1. This Agreement shall generally apply to the above-described unit members, except that the following articles are not applicable:
 - a. Article VIII (Hours of Employment);
 - b. Article IX (Transfers);
 - c. Article XIV (Class Size)
 - d. Article XIX (Professional Growth Programs)

C. Classification of Unit Members

1. Thirty (30) hours per week is considered a full-time assignment for an adult education unit member.
2. Permanency
 - a. Eighteen (18) hours or more per week must be worked in order to receive permanency. Permanency may be attained, beginning at eighteen (18) hours per week and for no more than thirty (30) hours per week.
 - b. In order to attain permanency, an adult education unit member must be teaching no less than 18 hours per week and must have served for at least seventy-five (75%) of the adult school year for two (2) consecutive school years (excluding summer session).
 - c. Permanency shall be based on service as is equivalent to the average number of hours per week which employees have served during their probationary years. It is not the intent of the district to reduce the hours of second year probationary employees for the sole purpose of disallowing attainment of permanent status. Employees who have attained permanency at a level below 30 hours and who have subsequently sustained an increase of hours over a two-year period shall have their level of permanency increased pursuant to the average of the last two (2) years.
 - d. Unit members with permanency in the adult education program who become eligible for permanency in the K-12 program, must at the time of being eligible elect as to whether permanency is with the K-12 program or adult education.
 - e. K-12-unit members who have permanency may not simultaneously obtain permanency in adult education.

3. Probationary: Adult education unit members shall be probationary during the second of two (2) consecutive years in which they are teaching at least eighteen (18) hours per week for 30 consecutive work weeks.
4. Temporary: Adult education unit members shall be temporary if they are teaching fewer than eighteen (18) hours per week.
5. Seniority for adult education unit members shall be based on the date of obtaining probationary status.
6. Substitutes – Qualified teachers who are temporarily replacing a unit member on sick leave may be selected at the discretion of administration. Such substitutes shall not be assigned to open positions for more than 75% of a year.

D. Assignment

1. Adult education assignments are based upon enrollment and attendance of voluntary students.
2. Assignments and reassignments shall be made in such a manner that permanent unit members shall be retained to render any service to which their seniority and qualifications entitle them within their level of permanency.
 - a. Unit members will be notified of their assignments thirty (30) days prior to the beginning of each regular session, including summer session.
 - b. Unit members may request a change of assignment by giving written notification to their supervisor forty-five (45) days prior to the beginning of the next regular session, including summer session.
3. Class offerings will be adjusted as attendance increases or decreases.
 - a. First consideration of additional assignments above a unit member's level of permanency shall be given to permanent unit members whose most recent evaluation reflects ratings of "M" or "E" before other applicants are considered.
 - (1) If a permanent unit member is not selected for a requested additional assignment, he/she may request a conference with his/her supervisor and shall be given reasons for non-selection.
 - (2) The supervisor shall not act in an arbitrary, capricious or malicious manner when considering and making selections for additional assignments. When there is a reduction in adult school class offerings, a permanent unit member's assignment may not be reduced while any probationary, temporary or less senior unit member maintains an assignment for which the permanent unit member is authorized.

- (1) When a reduction of hours is proposed for any reason other than low enrollment, a temporary or probationary unit member shall be notified at least five (5) working days prior to the proposed schedule change.
 - (2) Written notification of any reduction and reasons shall be given to the unit member.
 - (3) The supervisor shall not act in an arbitrary, capricious or malicious manner when determining and applying any reduction of hours.
4. When altering a unit member's work hours (e.g., day-to-evening or evening-to-day), the unit member will be notified at least five (5) working days prior to the proposed schedule change. Written notification of the change and reasons shall be given to the unit member. The supervisor shall not act in an arbitrary, capricious or malicious manner when proposing changes in work hours.
 5. Posting of instructional and/or non-instructional openings – A notice of each adult education instructional and non-instructional opening shall be posted at each district site, Pre-K through adult education, as it occurs.
 - a. Openings shall not be filled prior to ten (10) days after the posting of such notice.
 - b. Priority consideration shall be given to permanent adult education unit members.
 6. Notice of non-instructional, limited-term opportunities – When non-instructional, limited-term opportunities become available, all adult education unit members will receive written notification of such opportunities in their individual mailboxes.
 - a. Opportunities shall not be assigned prior to ten (10 days) after notification to unit members.
 - b. Priority consideration shall be given to permanent adult education unit members.

E. Sick Leave

With respect to Sick Leave (Article XII, Leaves of Absence), adult education unit members shall accumulate one (1) hour of sick leave per every twenty-two (22) hours worked.

F. Catastrophic Sick Leave

1. Definition

Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family, as defined in Article XII.I.1.b., for over ten (10) consecutive duty days which requires the unit member to take time off work. A unit member who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all fully paid leave.

2. Days of Entitlement

- a. A unit member may donate up to 37.5 hours of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Article XII C.
- b. Only a unit member who has completed two (2) or more years of service to the District, who, as a result of a catastrophic illness or injury, as defined above, has exhausted all fully paid leave entitlement, may request and utilize the leave provided. No such leave may be drawn for an injury or illness which arises out of employment.
- c. In the event that the unit member has exhausted all fully paid sick leave during the catastrophic event, the donated time will apply immediately after exhaustion of such sick leave.

3. Procedure

- a. Unit members wishing to solicit donations of sick leave shall provide the Associate Superintendent of Human Resources with a written request to participate in the program. The request shall include a description of the injury or illness necessitating the request and probable length of absence from work. Family members or association representatives may draft a request in cases where injury or illness prevents the unit member from completing a request. The above information shall be confidential in nature and for human resources department use only.
- b. The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their injury or illness will be provided if written authorization is received directly from the unit member and/or family representative.
- c. Unit members may donate up to a maximum equivalent of 37.5 hours of sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below two (2) years of sick leave based upon the hours of their level of permanency. Donations of sick leave shall be submitted to the District Human Resources department on a form provided by the District. Donations shall be transferred in equal amounts from those who contributed to the leave balance of the unit member requesting the donations, regardless of the salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Unused donation days will be returned to the donor.
- d. Unit members receiving donations shall be limited to a maximum of 360 hours within one school year or per catastrophic event. Donated sick leave shall be deducted one day at a time (based on the donor's hourly day), from each

participating MTA bargaining unit donor, rotating through each in alphabetical order, starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave has been depleted.

G. Salary

1. Schedule

- a. Adult education unit members shall be paid according to the Specialized Program/Adult Education Salary Schedule.
- b. Unit members teaching Adult Education courses shall be paid the hourly rate on Column A of the Specialized Program Hourly Rate Schedule for the first year of such service.
- c. Upon completion of each year with ten (10) hours/week service or more, unit members shall advance to the next column. (This section effective September 1991.)
- d. Unit members who work fewer than ten (10) hours/week but at least 100 hours/year for two (2) consecutive years shall advance to the next column at the beginning of the year, following the two-year period.
- e. Such advancement shall be implemented at the start of the next fiscal year after which the hours have been accumulated.
- f. Unit members teaching K-12, fee-based classes shall be paid at the same rate as the Summer School Hourly Rate Schedule.
- g. Such unit members must submit a time report to the district per district guidelines, signed by the unit member's immediate supervisor who is not a unit member.

2. Holiday Pay

- a. Adult education unit members who have classes five (5) days per week or who teach 17.5 hours or more per week shall receive their regular wages for legally scheduled holidays which fall on a regularly assigned workday; however, they shall not receive wages for Winter and Spring recess days or Saturday class days which are not legal holidays.
- b. Adult education unit members shall be permitted, where feasible, to reschedule classes which fall on legally-scheduled holidays or winter and spring recess days to non-holidays.
- c. Longevity (insert in K-12 contract)

3. Adult education hourly wage unit members shall receive longevity increments according to the following schedule: (Subject to increases according to Article XX.C.5.) Unit members who have permanency at thirty (30) hours per week for 15 years:

Completion of	Longevity Bonus (As of Feb. 2007)
15 years	\$662
20 years	\$1,324
25 years	\$1,986

- a. Unit members who have attained permanency for eighteen (18), but less than thirty (30) hours per week for fifteen years:

Completion of	Longevity Bonus (As of Feb. 2007)
15 years	\$331
20 years	\$662
5 years	\$993

H. Evaluation

All permanent adult education unit members shall be evaluated according to the procedures in Article X.

ARTICLE XVIII

SALARIES AND BENEFITS

A. Total Compensation Formula

The Monrovia Unified School District (“District”) and the Monrovia Teachers Association (“MTA”), in a covenant of openness and trust, have a mutual interest in providing a timely, well-defined, equitable, collaborative, and interdependent decision-making process, which provides competitive wages, salary and benefit packages to our employees within the constraints of available resources. This can be achieved through the use of mutually-agreed upon objective criteria, with the goal of maintaining salaries at the third (3rd) quartile among a sample of comparable school districts.

The District and Association recognize that employee compensation is an integral part of the budget and have a mutual interest in establishing a budget development process that includes input from stakeholders. The District will establish an on-going Budget Advisory Committee to give input into the budgeting process (both in good times and in bad) with representatives from MTA, CSEA and District negotiations members and all other unrepresented employee groups. This Budget Advisory Committee will schedule meetings in October, March and May of every school year.

1. Structure of the Fair Share Formula

The agreed upon formula deals with cost increases in total compensation, defined as the salary schedule increases, step and column cost increases and health and welfare benefit cost increases. All “new revenue” shall be subject to the distribution calculation described herein. “New revenue” will be defined as new, ongoing, unrestricted money received from the state and/or federal government defined as the year-to-year change, including COLA, deficit reduction and equalization, or any change in base revenue limit funding. The parties intend that the agreed upon percentage of “new revenue” shall be applied to bargaining unit compensation.

- a. Step one: The process of calculating the fair share formula will begin when both the current year Adopted State Budget and prior year unaudited actuals become available. (Some time in September/October.) The parties will first review and agree on the amount of “new revenue” actually received from the state. The amount is determined by calculating the actual funded increase in the base revenue limit between the prior year and the current year multiplied by the funded ADA for the current year.
- b. Step two: The parties agree that the percentage of “new revenue”, from step one above, shall be dedicated to Monrovia Teachers Association (MTA) bargaining unit compensation. That percentage shall be prior year MTA compensation (salary and benefits) expressed as a percentage of the applicable total restricted and unrestricted programs as defined in Appendix A. The parties agree to discuss any major changes in funding or staffing where either side considers the generated baseline percentage to be unfair or unworkable. That percentage shall be used and applied to the available unrestricted dollars as

defined above to compute the dollars available for compensation increases for the teachers' bargaining unit for each year of the duration of this agreement.

- c. Step three: The cost of step and column for the current year, calculated by moving all eligible unit members down and across the schedule, shall be compared to the cost of step and column for the previous year. The net change in step and column cost shall be added to or deducted from the "new revenue" computed in Step One.
- d. Step four: Any change in the cost of health benefits from the prior year to the current year will then be computed. The net change of the MTA portion will be added to or deducted from the new revenues computed in Step Two. Health benefit plans will be negotiated subject to the recommendations of the District's insurance committee represented by all employee groups. It is the intent of the District and MTA Negotiating teams to provide health benefit coverage to all eligible employees and to share the cost of benefit increases between employees and the District. At the time of implementation of this Total Compensation Formula (Salary plus Benefits) the teams agree to meet to determine the amount of the District contribution and how to divide the total compensation between salary and benefits (i.e. higher salary with higher out of pocket costs for benefits vs. lower salary with lower out of pocket costs for benefits).
- e. Step five: The remaining net dollars available for salary compensation shall be divided by the cost of a 1% increase. If the resulting percentage results in a positive increase, the resulting percentage (rounded to the nearest hundredth of a percent) will be added to the salary schedule as an across the board salary increase. Any increase in salary would be paid retroactive to the beginning of the fiscal school year.

The MTA certificated bargaining unit may, however, request that the dollars be applied to the salary schedule in a different manner, such as stipends or other incentives, or other items of mutual interest, and the District will cooperate in making such adjustments. In no event will the bargaining unit member's salary schedule be automatically reduced in the event that the percentage due is negative. If this formula yields a negative amount, the teams agree to suspend the formula and will meet to continue discussions.

- f. Step six: The results of Step five will be incorporated in the District's preliminary three-year budget projection per AB1200. In the event this does not result in a balanced three-year budget projection, the parties agree to further negotiations to develop options for resolving the budget deficit.

2. Additional Considerations

- a. In the interest of attracting and retaining quality staff with a goal of remaining at the 3rd quartile with comparable districts, a comparability study will be conducted every three years using a teacher salary scattergram to compare total compensation (salary and benefits). If the results show that the District is not at the 3rd quartile goal, the teams will meet and develop a plan to meet that goal. Teams will develop a list of at least 15 comparable-sized districts in Los Angeles County.

B. Health Benefits

1. The District maximum benefit contribution shall be negotiated annually:
 - a. One-hundred percent (100%) tenthly for regular full-time unit members.
 - b. Seventy-five percent (75%) tenthly for regular unit members who work six (6) hours per day.
 - c. Sixty-two and one-half percent (62.5%) tenthly for regular unit members who work four to five (4-5) hours per day.
2. The District maximum annual benefit contribution shall be used to pay the actual cost of medical plans offered by the District unless a unit member can provide written proof that such coverage is provided for them elsewhere.
3. Unit members hired in 1992-93 and subsequent years who do not elect coverage in District-provided medial plans must provide proof of medical coverage elsewhere. Insurance premiums for other than District-offered medical plans will be paid at the employee's expense and are not eligible for District contribution.
4. General rules and procedures regarding health benefits:
 - a. All unit members shall be required to enroll in one of the medical programs or supply the District with written proof of outside coverage.
 - b. Currently existing designations of a medical program shall continue in effect unless changed during an open enrollment period mutually agreed upon by the Association, District and the carrier but changes solely in the designation of dependent coverage shall be permissible in any manner prescribed by the unit member's existing carrier.
 - c. The District may take immediate action to provide equivalent or substantially equivalent replacement programs should any program be terminated by a carrier during the term of this Agreement, subject to subsequent negotiations with the Association.
 - d. Unit members who work a complete school year shall be covered by the applicable Plans effective through the last day of September.
 - e. If the unit member terminates on or before the 15th of the month, the insurance coverage will terminate at the end of the month. If the unit member terminates after the 15th, the insurance coverage will terminate at the end of the following month. If the unit member terminates at the end of the school year, their insurance coverage terminates as of September 30 of that calendar year.
 - f. If the unit member is employed on or prior to the 15th of the month, their insurance coverage will begin the following month. If the unit member is employed after the 15th of the month, their insurance coverage will begin the second month.
 - g. The District's obligations under this Article are limited to the payment of the above-indicated sums.
 - (1) All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans.

- (2) All disputes concerning such matters are to be resolved between the carrier and the unit member and are not subject to the grievance and arbitration procedures of this Agreement.

C. Longevity Increments

1. Upon completion of fifteen (15) years of service in the District, a unit member shall receive a longevity increment at the currently negotiated rate
2. Upon completion of twenty (20) years of service in the District, a unit member shall receive an additional longevity increment at the currently negotiated rate.
3. Upon completion of twenty-five (25) years of service in the District, a unit member shall receive an additional longevity increment at the currently negotiated rate.
4. Upon completion of thirty (30) years of service in the District, a unit member shall receive an additional longevity at the currently negotiated rate.
5. Beginning 1999-2000, the salary increase percentage will be applied to the longevity increment (see Certificated Salary Schedule.)
6. Years of service in the District for longevity stipend eligibility is defined as years of actual full-time certificated service with the District, inclusive of years of service prior to breaks in service.
7. A complete year of service will be accepted when, in any one (1) school year, a unit member serves at least seventy-five percent (75%) of the number of days of the unit member's regular work year.
8. Part-time unit members who have completed years of service as outlined above shall receive a prorated stipend.

D. Stipend for Earned Doctorate

1. Unit members with earned Ph.D. or Ed.D. degrees from a United States regionally accredited college or university shall receive a stipend of \$100 per pay period (tenthly).
2. Other types of earned doctorates from regionally accredited U.S. colleges or universities may be accepted under this section if the District determines that there is a relationship between the doctorate specialization and the unit member's assignment and/or the needs of the District. (Example: J.D. or M.D. degrees)
3. Foreign country doctorates may be acceptable if evaluated and deemed equivalent by an accredited college or university in the U.S.

E. Supplemental Stipends

1. District shall allocate an amount of money equal to 1.37% of the District's regular payroll (excluding all extra duty, hourly rate, counselor, and district nurse assignments) for unit members for said school year, for payment of supplemental stipends to unit members for participation in specified activities or for assumption of specified responsibilities as agreed to by site committees.
2. Monrovia High School ASB Director stipend shall be set as an amount to be negotiated annually.
3. District Nurse stipend shall be added as a footnote to the certificated salary schedule.
4. Positions that are seasonal in nature shall be compensated at the conclusion of the season and positions with continuing responsibilities shall be compensated at the end of each semester.

F. Social Security

1. The parties agree to provide an election (hereafter "Division") so that current employees who are eligible for coverage under the State Teachers Retirement Systems (STRS) as of March 31, 1986 and who have not otherwise been mandated into Medicare coverage, may elect whether or not they wish to have contributions made by them and on their behalf for purposes of establishing eligibility for Medicare coverage.
2. As soon as practicable after the date of this Agreement, but no earlier than July 1, 1990, the Governing Board shall pass an appropriate resolution indicating its intent to offer "Medicare only" coverage for eligible employees pursuant to appropriate procedures for conducting a Division; and, thereafter, the Governing Board will enter into an appropriate agreement or amendment to agreement with the Public Employees Retirement System (PERS) allowing for the provision of "Medicare only" coverage for eligible employees who have elected such coverage.
3. The parties understand that the election is on a one-time only basis.
4. For employees electing "Medicare only" coverage, the District will contribute an amount equal to 1.45% of monthly or tently wages until such time as the employee's annual salary for that year has been paid or reached the statutory maximum, whichever occurs first. (By way of example: In 1990, the maximum amount subject to such deductions was \$41,300.) A matching 1.45% of wages shall be deducted from the employee's salary for purposes of contributing to eligible for "Medicare only" coverage. The District's contribution shall not exceed 1.45% and any increase in the employer-required contribution shall be assumed by the employee unless and until negotiated otherwise. All unit members hired after 1986 are subject to Medicare deductions.

5. Contributions shall begin with the December 1992 pay warrant. By so doing, the parties intend to provide four (4) quarters' coverage for that calendar year in light of their current understanding that contributions based upon \$2,080 of covered earnings will provide four (4) quarters toward eligibility in any one (1) calendar year. Neither the Association nor the District assumes any liability or responsibility in the event that less than four (4) quarters are generated as a result of beginning contributions effective December 1992.
6. The parties recognize that final state and federal approval of the necessary agreements may be as far away as a year to eighteen (18) months following ratification of this Agreement. Accordingly, the parties agree, if necessary, to escrow the deductions and contributions described in paragraph 4 above until such time as final approval requires such past and future contributions to be forwarded directly to the Social Security System. Any interest accruing to such escrow account shall be applied toward the District's obligation to pay and reimburse PERS for the administrative costs that may periodically be billed to the District. After such interest is exhausted, the District will assume sole responsibility for payment of such costs.
7. Employees who are relying on the coverage quarters provided pursuant to this Agreement and who retire prior to the date of final approval by the federal government, do so at their own risk. Neither the District nor the Association assumes any liability or responsibility for any information or calculations upon which employees may have relied in deciding whether or not to elect "Medicare only" coverage.
8. The sole purpose of this clause is to provide eligible employees with an opportunity to elect whether or not they wish to have contributions made for them or on their behalf for the purposes of eligibility for Medicare coverage. This clause is not intended nor shall it be applied as a guarantee that such employees will, in fact, upon retirement be eligible for "Medicare only" coverage. Questions arising as to the application and/or interpretation of this clause shall be specifically excluded from the grievance/arbitration clause of this collectively negotiated Agreement.

G. Salary and Medical Plan Rules

1. General

- a. Unit members who serve less than the required annual number of working days for regular full-time personnel in their assignment shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that assignment.
- b. Notwithstanding the above, unit members who serve for one (1) full school semester shall receive not less than one-half the annual salary applicable to their column and step, as set forth on the annual salary schedule.
- c. Salary warrants for regular unit members shall continue to be issued on or before the last working day of each month, with appropriate deductions.

2. Payroll Deductions

- a. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax and State Teachers Retirement system.
- b. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings for items and services that are, from time to time, made available to unit members by the Board action.
 - (1) Optional deductions may be initiated in writing by the unit member.
 - (2) This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.

3. Initial Placement on Schedules

- a. Credit for service outside the District shall be allowed on the monthly salary schedule at the rate of one (1) increment (step) for one (1) year of full-time comparable public-school service in the United States, and one (1) increment for every year of full-time private school experience providing the private school is State-accredited and the educational program is equal to that which is carried out in public schools.
- b. For positions that do not necessarily require previous classroom experience, the District shall, beginning in 1986-1987, evaluate previous related service/experience in relation to the job requirements and grant appropriate initial placement credit.
- c. A unit member initially employed for 1986-1987 or subsequent school years shall be allowed a maximum of five (5) increments pursuant to the foregoing statement.
- d. For the purpose of this Section, a unit member who served at least seventy-five percent (75%) of the number of days the regular schools of the prior District of employment were in session shall be deemed to have served a complete year.
- e. Employment as a day-to-day substitute shall not be used in computing years of service for salary placement or advancement.
- f. All course work approved for initial placement must be verified by official transcripts.
 - (1) Obtaining official transcripts is the responsibility of the unit member.
 - (2) All transcript verifications must be received within thirty (30) days of the signing of the unit member's initial contract and failure to do so may result in the District's withholding salary warrants until such documents are received or in making any due salary increase effective the month following the submission of transcripts.
- g. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule as provided hereinafter.
 - (1) The accreditation status of a college, university, or private school at the time of the unit member's enrollment therein shall prevail.

- (2) Credit shall be allowed for out-of-country degrees or graduate units if the degree(s) or unit(s) are evaluated and officially validated by an accredited college or university in the U.S.
- h. Units earned prior to Bachelor's Degree shall not be considered for salary placement; however, beginning in 1986-87, graduate units (from U.S. colleges and universities only) which were earned no earlier than one (1) year prior to Bachelor's Degree shall be considered for initial salary placement. (Out-of-country units earned prior to Bachelor's Degree shall not be considered for salary placement.)
- 4. Reemployment
 - a. Unit members who resign and are subsequently reemployed within thirty-nine (39) calendar months of last paid service, shall be restored to their previous schedule status.
 - b. Under any other circumstances, unit members who resign from the District, and are subsequently reemployed, will be placed on the monthly salary schedule in a position no higher than the current maximum initial placement step, their previous experience notwithstanding.
- 5. Vertical Movement
 - a. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class; unit members working fifty percent (50%) or less advance one (1) vertical step for each two (2) years of service.
 - b. In order to qualify as a year of service, the unit member must have served at least seventy-five percent (75%) of the regularly assigned annual days of service for that year.
 - c. In no case shall a unit member advance more than one (1) salary step per year, even if he/she was earlier frozen at a particular step due to failure to meet all existing requirements.
- 6. Horizontal Movement: Course Credit
 - a. Unit members may apply earned course credits to move up to two (2) columns per year on the salary schedule.
 - b. Course credit for salary placement and movement shall be given only for approved post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission comparable in status to the Western Association of Schools and Colleges.
 - i. Semester hours (units) as defined by the particular accredited college or university will be accepted for placement and advancement on the salary schedule.
 - ii. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
 - c. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefits is not available at an

- upper division or graduate course level, he/she may petition the District for a waiver to receive advancement credit.
- i. Waiver petitions shall include the title of the course and reasons for the waiver request.
 - ii. Beginning in 1986-87, lower division units will be credited at two-thirds (2/3) the assigned unit value, unless determined to be in subject areas of special need by the District, in which case they shall receive full credit.
- d. Course credit for salary advancement purposes shall be given only for subject matter courses that are related to the unit member's current or anticipated assignment.
 - e. All courses for which a unit member intends to receive salary credit must be approved by the District prior to enrollment, but such approval shall not be unreasonably denied.
 - f. Courses shall have an in-class instructor contact time equal to ten (10) hours per quarter unit or fifteen (15) hours per semester unit and out-of-class responsibilities which approximate two (2) hours for each one (1) hour of in-class time, and including such academic assignments as:
 - (1) Term papers,
 - (2) Projects,
 - (3) Prescribed reading,
 - (4) Analysis of data,
 - (5) Research,
 - (6) Development of research, and
 - (7) Field work.
 - g. A maximum of one and one-half (1-1/2) quarter units or one (1) semester unit may be earned in any one (1) weekend.
 - h. A maximum of three (3) semester units may be earned in approved correspondence, video, and audiocassette courses in any five (5) year period.
 - i. Examples of courses that shall not receive credit are:
 - (1) Courses offered by non-accredited institutions.
 - (2) Courses taken at institutions outside the U.S., unless such units are evaluated and officially validated by an accredited U.S. college or university.
 - (3) Courses whose primary thrust is travel, except where the District determines that there is a high degree of correlation between the particular travel and the unit member's assignment or the needs of the District. (No more than three (3) units of such travel courses shall be approved except under special circumstances approved by the District.)
 - (4) Courses/units in excess of what the District believes the individual can reasonably take and still have his/her regular position receive primary attention.
 - (5) Courses audited or otherwise taken for non-credit.
 - (6) Courses taken in the armed services unless taken in conjunction with an accredited college or university.

- j. Unit members with a valid medical disability, verified by medical evidence, which prevents attendance in class, shall be permitted to take correspondence or cassette courses from accredited institutions.
- k. Units recognized under this Section shall not include units earned during hours when teachers are being regularly compensated by the District or when teachers are attending institutes or in-service training at District expense.

7. Horizontal Movement: Workshop and Curriculum Development Activity Credit
- a. Beginning July 1, 1987, credit for salary advancement shall be given for specified workshops and curriculum development activities approved by the District.
 - b. Workshops approved by the District for credit may include:
 - (1) Workshops offered through the District or the Los Angeles County Office of Education, or sponsored by the L.A.U.S.D.
 - (2) Workshops or courses for which credit is available from an accredited college or university.
 - c. Curriculum development activities approved by the District for credit may include:
 - (1) Participation on a curriculum development committee established by the Associate Superintendent, Curriculum and Instruction.
 - (2) Participation in a curriculum project approved by the Associate Superintendent, Curriculum and Instruction.
 - d. All workshops or curriculum development activities for which a unit member intends to receive salary credit must be approved by the Associate Superintendent, Human Resources, prior to participation; maximum credit hours shall be determined by the Associate Superintendent, Human Resources, at the time of approval.
 - e. Credit shall not be given for any workshops or curriculum development activities completed during hours when unit members are compensated by the District or when the costs of the workshop are paid at the District expense. (Note: Credit may be received for workshops sponsored by the District that do not require registration fees to be paid by the District for participants.)
 - f. In order to receive salary credit, unit members must submit verification of completion of approved activities (see Section H.9d).
 - g. Unit members shall receive the equivalent of one (1) semester unit credit for each fifteen (15) clock hours of approved and verified participation with the following exception: the designated unit credit shall be given for workshops or courses for which college credit is available.
8. Horizontal Movement: Masters Degree and Bilingual Certification
- a. In recognition of the time, effort and program focus of LDS/CLAD and BCC/BCLAD certification requirements, and in an effort to recruit and retain qualified unit members to serve our bilingual student population, unit members shall be permitted to use certification for movement on the salary schedule as noted below.
 - b. Unit members hired prior to 1994-95 who earn Language Development Specialist (LDS) or CLAD certification or Bilingual Certificate of Competence (BCC) or BCLAD status (or equivalent) shall be permitted to use the LDS/CLAD or BCC/BCLAD in lieu of an MA to qualify for movement to columns E or F on the salary schedule, if they have also accumulated the required number of college units to do so.
 - c. Unit members hired in 1994-95 and subsequent years who earn LDS or CLAD certification shall be permitted to use the LDS/CLAD in lieu of an MA to

qualify for movement to column E, if they have also accumulated the required number of college units to do so.

- d. Unit members hired in 1994-95 and subsequent years who earn BCC or BCLAD certification (or equivalent) shall be permitted to use the BCC/BCLAD in lieu of an MA to qualify for movement to column E or F, if they have also accumulated the required number of college units to do so.
- e. Unit members on salary Columns A-D who qualify and obtain EL certification through SB 1969-395 will receive 3 units of MUSD salary credit and may use that certification in lieu of an MA to advance to Column E with the required units.
- f. Unit members on salary Columns E or F who have an MA as of September 1, 2001, and who qualify and obtain EL certification through SB 1969-395 will receive a one-time stipend of \$500.00 or may receive three (3) units of MUSD salary credit.
- g. Unit members on salary Columns E or F who have an MA and EL certification as of September 1, 2001 will receive a one-time stipend of \$500.00.

9. Procedure for Horizontal Advancement

- a. The burden of proof of training, experience, possession of credentials and other requirement documents shall lie with the unit member, both for initial placement and for advancement.
 - (1) Unit members will be able to request classification twice annually beginning 2000-2001.
- b. Unit members requesting reclassification from one column to another must file such requests with the Associate Superintendent, Human Resources, no later than April 1 or October 1 of each year.
- c. Supporting records or transcripts verifying advancement credit that is to apply toward such a reclassification must be filed with the Associate Superintendent, Human Resources, no later than September 1 or February 1 of that calendar year.
 - (1) If, by September 1 or February 1, the unit member is unable to submit supporting records or transcripts verifying such units of study, official notices in the form of a grade card or letter from the College or University shall be submitted as temporary verification of satisfactory completion of the course(s).
 - (2) The unit member shall provide the official transcript or affidavit document to the District by October 1 or March 1.
 - (3) If the transcript is unavailable by October 1 or March 1, the unit member shall request in writing an extension of time, not to exceed sixty (60) calendar days, which shall be granted, except in extraordinary circumstances.
 - (4) Failure to submit such transcripts as required may result in rescission of the requested horizontal advancement and recovery by the District (by payroll deduction) of any over payment of salary and/or a non-retroactive salary increase, if due, effective the month following submission of the transcripts.

- d. Supporting records of transcripts verifying credit (for college units, workshop attendance, or curriculum development activity participation) that is to apply toward such reclassification for salary column advancement must be filed as follows:
- (1) For college unit credit: official transcripts.
 - (2) For workshop credit: registration verification and a signed completion Verification form.
 - (3) For curriculum development activities: verification of hours signed by the Associate Superintendent, Curriculum and Instruction.

10. Secondary Teacher Prorated Compensation/6th Period Day

Teaching Periods	Prep Periods	% of Salary	Staff Meetings, Open House, Back-to-School
5 (FT)	1	100%	Yes
4	1	83.33%	Yes
4	0	66.67%	No
3	0	50.00%	No
2	0	33.33%	No
1	0	16.67%	No

When teaching four (4) periods, unit members will have the option of including a prep period in the contractual day. With this option, attendance at Back-to-School Night, Open House and staff meetings will be required.

H. Job Share and Part-Time Employment

1. Job Share and Part-Time unit members shall receive the percentage of health benefit contributions outlined in this Article. Unit members working fewer than four (4) hours per day shall not receive District health benefit contributions.
2. Job Share and Part-Time unit members shall receive hourly pay for required attendance on pupil-free staff development days beyond or outside their contractual assignment.
3. Job Share and Part-Time unit members shall be invited to attend non-mandatory conferences and inservice sessions, but shall not be paid for such voluntary participation.

ARTICLE XIX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by an tribunal of competent jurisdiction pending a final determination as to its validity, then the parties agree as follows: All other provisions of the Agreement, and all applications of the subject Article not affected by the law or tribunal decision, shall not be affected and shall continue in full force and effect.

B. If any such decision or change in law occurs, the parties hereto shall, upon request of either party, commence meeting and renegotiating regarding the provision or provisions affected within ten (10) working days.

ARTICLE XX

ENTIRE AGREEMENT

- A. It is understood that the specific provisions contained in this Agreement shall prevail over present and past District practices, procedures, and regulations and that such practices, procedures, and regulations that are not expressly and explicitly stated in this Agreement are discretionary to the District, except as specified in Section D below.
- B. In the event of conflict between the terms of this Agreement and any Board policies, procedures, or individual contracts of employment, the terms of this Agreement shall prevail.
- C. The Association and the District agree that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects.
- D. This article is not intended to permit the District to make changes (in violation of the Rodda Act) to past benefits or practices not contained in this Agreement which are within the mandatory scope of bargaining.

ARTICLE XXI

WAIVER LANGUAGE

A. The following Articles in this Agreement shall not be eligible for contract waivers:

1. Agreement
2. Recognition
3. Retained Management Rights
4. Association Rights and Responsibilities
5. Payroll and Deductions/Professional Dues or Fees
6. Grievance and Arbitration Procedures
7. Work Stoppage
8. Discipline and Suspension

In the event that unit members and administrators at a school/site wish to implement a restructuring and/or site-based decision-making proposal that would require the waiving of any provisions of the collective bargaining agreement between the Association and the District, the following steps shall be taken:

1. The Association Site Representative(s) at the school/site shall send a letter to the Association President no later than February 1, outlining the restructuring/site-based decision-making plan, and indicating which provisions of the collective bargaining agreement may need to be waived in order to implement the plan. The Association President shall refer the letter to the Association Bargaining Team for joint review by the District and Association Bargaining Teams.
2. The Association Bargaining Team shall review the letter from the school/site to determine if collective bargaining agreement waivers are necessary to implement the restructuring/site-based decision-making plan.
3. If the Association and District Bargaining Teams determine that one or more provisions of the collective bargaining agreement need to be waived in order to implement the school/site plan, the Association Representative Council shall be informed, and a waiver election shall be conducted by the Association at the school/site as follows:
 - a. Only Association members at the affected school/site shall be eligible to vote in the waiver election. Eligible Association members shall be defined as any bargaining unit member working at that school/site for any part of his/her job description, and who is a member of the Association.

- b. The election shall be conducted at the school/site according to the procedures established in the Bylaws/Standing Rules.
 - c. The Association shall prepare a ballot indicating specifically which sections(s) of the collective bargaining agreement need to be waived in order to implement the school/site plan, the replacement language, the length of the waiver period, which shall not exceed one school year, and asking each eligible member to vote “yes” or “no” on each requested waiver.
 - d. The ballots shall be counted at the Association office by Association members, appointed by the Association President, who do not work at the school/site in which the election took place. School/site Association members may choose an observer to be present during the counting of the ballots.
 - e. If a minimum 75 percent of eligible unit members vote “yes” on the waiver, the waiver shall be approved.
 - f. The Association President shall report the results of the election to the Association and District Bargaining Teams.
4. The process for granting waivers herein shall be completed no later than May 1 of the school year prior to implementation. The Association and District Bargaining Teams shall specify that the waiver applies only to the school/site which conducted the election, that the waiver is valid for only the period specified in the election, which shall not exceed one year. The waiver does not set a collective bargaining precedent or a precedent for any other school/site.
- a. The waiver must be renewed annually by May 1, following the above procedures in section three.

ARTICLE XXII

DURATION AND RENEGOTIATION

- A. This Agreement shall become effective July 1, 2021 upon adoption by the Board of Education (the "Board").
- B. The salary and benefit provisions are, pursuant to their terms, effective per annual agreement, and any salary and benefit payments which are or were not made on a timely basis due to the date of adoption of this Agreement shall be made retroactively by the District as soon as practicable.
- C. All articles of this Agreement may be opened by either party for the purposes of negotiating.
- D. This Agreement shall remain in full force and effect up to and including June 30, 2024.

APPENDICES

**MONROVIA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE**

Step	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters <small>EL Authorization may be used in lieu of Masters</small>	F Bachelor Degree + 75 Semester Units PLUS Masters <small>Bilingual Authorization may be used in lieu of Masters</small>
	1	\$44,996	\$48,223	\$50,958	\$53,679	\$57,159
2	\$48,223	\$50,958	\$53,679	\$56,417	\$59,917	\$63,176
3	\$50,958	\$53,679	\$56,417	\$59,141	\$62,684	\$65,957
4	\$53,679	\$56,417	\$59,141	\$61,874	\$65,444	\$68,747
5	\$56,417	\$59,141	\$61,874	\$64,596	\$68,212	\$71,540
6	\$59,141	\$61,874	\$64,596	\$67,326	\$70,983	\$74,327
7	\$61,874	\$64,596	\$67,326	\$70,062	\$73,750	\$77,117
8	\$64,596	\$67,326	\$70,062	\$72,792	\$76,518	\$79,897
9		\$70,062	\$72,792	\$75,526	\$79,276	\$82,686
10			\$75,526	\$78,249	\$82,043	\$85,471
11			\$78,249	\$80,978	\$84,808	\$88,240
12				\$83,708	\$87,554	\$91,049
13					\$90,341	\$93,839
14					\$92,449	\$96,622
15						\$98,731

* Per Ed Code 45023.4, minimum salary for teachers placed on:

Column A	Column B	Column C	Column D
Steps 1-4	Steps 1-3	Steps 1-2	Step 1
\$54,058	\$54,058	\$54,058	\$54,058

Maximum Entry Level Salary - Step 6 (Columns vary depending on units)

ASB Director stipend - negotiated annually.

Longevity

Longevity increments shall be granted for the following years of service:

15 years	\$801	25 years	\$4,336
20 years	\$2,496	30 years	\$6,571

Effective: 07/01/2021
(05/2022)

MONROVIA UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULES

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters LDS, CLAD or equivalent may be used in lieu of Masters	F Bachelor Degree + 75 Semester Units PLUS Masters BCC, BCLAD or equivalent may be used in lieu of Masters
Step	ELEMENTARY COUNSELOR (185 DAYS)					
1	\$47,245	\$50,633	\$53,495	\$56,364	\$60,018	\$63,407
2	\$50,633	\$53,495	\$56,364	\$59,239	\$62,913	\$66,334
3	\$53,495	\$56,364	\$59,239	\$62,097	\$65,817	\$69,255
4	\$56,364	\$59,239	\$62,097	\$64,966	\$68,716	\$72,185
5	\$59,239	\$62,097	\$64,966	\$67,827	\$71,623	\$75,117
6	\$62,097	\$64,966	\$67,827	\$70,692	\$74,531	\$78,044
7	\$64,966	\$67,827	\$70,692	\$73,565	\$77,437	\$80,973
8	\$67,827	\$70,692	\$73,565	\$76,431	\$80,344	\$83,892
9		\$73,565	\$76,431	\$79,302	\$83,241	\$86,821
10			\$79,302	\$82,162	\$86,145	\$89,745
11			\$82,162	\$85,028	\$89,048	\$92,652
12				\$87,894	\$91,930	\$95,602
13					\$94,859	\$98,531
14					\$97,071	\$101,452
15						\$103,667

5% Stipend Included

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters LDS, CLAD or equivalent may be used in lieu of Masters	F Bachelor Degree + 75 Semester Units PLUS Masters BCC, BCLAD or equivalent may be used in lieu of Masters
Step	MIDDLE SCHOOL COUNSELOR (192 DAYS)					
1	\$49,033	\$52,548	\$55,519	\$58,497	\$62,289	\$65,806
2	\$52,548	\$55,519	\$58,497	\$61,480	\$65,293	\$68,844
3	\$55,519	\$58,497	\$61,480	\$64,447	\$68,308	\$71,875
4	\$58,497	\$61,480	\$64,447	\$67,425	\$71,316	\$74,916
5	\$61,480	\$64,447	\$67,425	\$70,393	\$74,333	\$77,960
6	\$64,447	\$67,425	\$70,393	\$73,367	\$77,351	\$80,997
7	\$67,425	\$70,393	\$73,367	\$76,349	\$80,367	\$84,036
8	\$70,393	\$73,367	\$76,349	\$79,323	\$83,384	\$87,066
9		\$76,349	\$79,323	\$82,303	\$86,390	\$90,106
10			\$82,303	\$85,271	\$89,405	\$93,141
11			\$85,271	\$88,245	\$92,417	\$96,157
12				\$91,219	\$95,409	\$99,220
13					\$98,448	\$102,259
14					\$100,744	\$105,291
15						\$107,589

5% Stipend Included

Maximum Entry Level Salary - Step 6 (Columns vary depending on units)

Longevity Longevity increments shall be granted for the following years of service:

15 years - \$801	25 years - \$4,336
20 years - \$2,496	30 years - \$6,571

Effective: 07/01/2021
(5/2022)

MONROVIA UNIFIED SCHOOL DISTRICT COUNSELOR SALARY SCHEDULES

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters LDS, CLAD or equivalent may be used in lieu of Masters	F Bachelor Degree + 75 Semester Units PLUS Masters BCC, BCLAD or equivalent may be used in lieu of Masters
Step	HIGH SCHOOL COUNSELOR (196 DAYS)					
1	\$50,054	\$53,643	\$56,675	\$59,715	\$63,586	\$67,177
2	\$53,643	\$56,675	\$59,715	\$62,761	\$66,654	\$70,278
3	\$56,675	\$59,715	\$62,761	\$65,789	\$69,731	\$73,373
4	\$59,715	\$62,761	\$65,789	\$68,829	\$72,802	\$76,477
5	\$62,761	\$65,789	\$68,829	\$71,859	\$75,881	\$79,584
6	\$65,789	\$68,829	\$71,859	\$74,896	\$78,963	\$82,685
7	\$68,829	\$71,859	\$74,896	\$77,939	\$82,042	\$85,787
8	\$71,859	\$74,896	\$77,939	\$80,975	\$85,121	\$88,880
9		\$77,939	\$80,975	\$84,017	\$88,190	\$91,983
10			\$84,017	\$87,048	\$91,267	\$95,082
11			\$87,048	\$90,084	\$94,343	\$98,161
12				\$93,120	\$97,396	\$101,287
13					\$100,499	\$104,390
14					\$102,843	\$107,484
15						\$109,831

5% Stipend Included

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters LDS, CLAD or equivalent may be used in lieu of Masters	F Bachelor Degree + 75 Semester Units PLUS Masters BCC, BCLAD or equivalent may be used in lieu of Masters
Step	HIGH SCHOOL COUNSELOR (206 DAYS)					
1	\$52,608	\$56,380	\$59,567	\$62,762	\$66,831	\$70,604
2	\$56,380	\$59,567	\$62,762	\$65,963	\$70,054	\$73,863
3	\$59,567	\$62,762	\$65,963	\$69,146	\$73,289	\$77,116
4	\$62,762	\$65,963	\$69,146	\$72,341	\$76,517	\$80,379
5	\$65,963	\$69,146	\$72,341	\$75,526	\$79,753	\$83,644
6	\$69,146	\$72,341	\$75,526	\$78,717	\$82,991	\$86,903
7	\$72,341	\$75,526	\$78,717	\$81,916	\$86,227	\$90,164
8	\$75,526	\$78,717	\$81,916	\$85,107	\$89,464	\$93,415
9		\$81,916	\$85,107	\$88,304	\$92,690	\$96,676
10			\$88,304	\$91,489	\$95,924	\$99,933
11			\$91,489	\$94,680	\$99,156	\$103,169
12				\$97,871	\$102,366	\$106,455
13					\$105,627	\$109,716
14					\$108,090	\$112,968
15						\$115,434

5% Stipend Included

Maximum Entry Level Salary - Step 6 (Columns vary depending on units)

Longevity Longevity increments shall be granted for the following years of service:

15 years - \$801	25 years - \$4,336
20 years - \$2,496	30 years - \$6,571

Effective: 07/01/2021
(5/2022)

**MONROVIA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULES**

PRESCHOOL TEACHERS' ANNUAL RATE

Step (Years of Service)	60 Units and Permit	90 Units and Permit	Bachelor Degree and Permit
1	\$30,362	\$31,151	\$31,939
2	\$31,151	\$31,939	\$32,731
3	\$31,939	\$32,731	\$33,522
4	\$32,731	\$33,522	\$34,314
5	\$33,522	\$34,314	\$35,102
6	\$34,314	\$35,102	\$35,890
7	\$35,102	\$35,890	\$36,678
8	\$35,890	\$36,678	\$37,471

Effective: 07/01/2021
05/2022

**MONROVIA UNIFIED SCHOOL DISTRICT
DISTRICT HEALTH COORDINATOR (215 DAYS) SALARY SCHEDULE**

	A Bachelor Degree	B Bachelor Degree + 15 Semester Units	C Bachelor Degree + 30 Semester Units	D Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters <small>EL Authorization may be used in lieu of Masters</small>	F Bachelor Degree + 75 Semester Units PLUS Masters <small>Bilingual Authorization may be used in lieu of Masters</small>
Step						
1	\$79,813	\$82,986	\$86,167	\$89,337	\$93,668	\$97,595
2		\$86,167	\$89,337	\$92,516	\$96,874	\$100,838
3			\$92,516	\$95,680	\$100,090	\$104,073
4			\$95,680	\$98,853	\$103,303	\$107,291
5				\$102,024	\$106,494	\$110,556
6					\$109,734	\$113,799
7					\$112,184	\$117,033
8						\$119,482

Longevity

Longevity increments shall be granted for the following years of service:

15 years	\$801	25 years	\$4,336
20 years	\$2,496	30 years	\$6,571

Effective: 07/01/2021
(05/2022)

**MONROVIA UNIFIED SCHOOL DISTRICT
SPEECH LANGUAGE PATHOLOGIST (185 DAYS) SALARY SCHEDULE**

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters <small>EL Authorization may be used in lieu of Masters</small>	F Bachelor Degree + 75 Semester Units PLUS Masters <small>Bilingual Authorization may be used in lieu of Masters</small>
Step						
1	\$67,827	\$70,692	\$73,565	\$76,431	\$80,344	\$83,892
2		\$73,565	\$76,431	\$79,302	\$83,241	\$86,821
3			\$79,302	\$82,162	\$86,145	\$89,745
4			\$82,162	\$85,028	\$89,048	\$92,652
5				\$87,894	\$91,930	\$95,602
6					\$94,859	\$98,531
7					\$97,071	\$101,452
8						\$103,667

Longevity

Longevity increments shall be granted for the following years of service:

15 years	\$801	25 years	\$4,336
20 years	\$2,496	30 years	\$6,571

Effective: 07/01/2021
(5/2022)

**MONROVIA UNIFIED SCHOOL DISTRICT
TEACHER ON SPECIAL ASSIGNMENT SALARY SCHEDULES**

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters <small>LDS, CLAD or equivalent may be used in lieu of Masters</small>	F Bachelor Degree + 75 Semester Units PLUS Masters <small>BCC, BCLAD or equivalent may be used in lieu of Masters</small>
Step	TEACHER ON SPECIAL ASSIGNMENT (197 DAYS)					
1	\$47,914	\$51,350	\$54,252	\$57,162	\$60,867	\$64,305
2	\$51,350	\$54,252	\$57,162	\$60,077	\$63,804	\$67,274
3	\$54,252	\$57,162	\$60,077	\$62,977	\$66,750	\$70,234
4	\$57,162	\$60,077	\$62,977	\$65,887	\$69,689	\$73,207
5	\$60,077	\$62,977	\$65,887	\$68,786	\$72,636	\$76,180
6	\$62,977	\$65,887	\$68,786	\$71,692	\$75,587	\$79,149
7	\$65,887	\$68,786	\$71,692	\$74,606	\$78,534	\$82,119
8	\$68,786	\$71,692	\$74,606	\$77,514	\$81,481	\$85,080
9		\$74,606	\$77,514	\$80,425	\$84,418	\$88,049
10			\$80,425	\$83,325	\$87,366	\$91,016
11			\$83,325	\$86,231	\$90,309	\$93,963
12				\$89,139	\$93,232	\$96,956
13					\$96,201	\$99,926
14					\$98,445	\$102,889
15						\$105,135

	A* Bachelor Degree	B* Bachelor Degree + 15 Semester Units	C* Bachelor Degree + 30 Semester Units	D* Bachelor Degree + 45 Semester Units	E Bachelor Degree + 60 Semester Units PLUS Masters <small>LDS, CLAD or equivalent may be used in lieu of Masters</small>	F Bachelor Degree + 75 Semester Units PLUS Masters <small>BCC, BCLAD or equivalent may be used in lieu of Masters</small>
Step	TEACHER ON SPECIAL ASSIGNMENT (207 DAYS)					
1	\$50,347	\$53,957	\$57,006	\$60,063	\$63,957	\$67,569
2	\$53,957	\$57,006	\$60,063	\$63,127	\$67,043	\$70,688
3	\$57,006	\$60,063	\$63,127	\$66,174	\$70,138	\$73,800
4	\$60,063	\$63,127	\$66,174	\$69,231	\$73,226	\$76,923
5	\$63,127	\$66,174	\$69,231	\$72,278	\$76,323	\$80,047
6	\$66,174	\$69,231	\$72,278	\$75,331	\$79,424	\$83,166
7	\$69,231	\$72,278	\$75,331	\$78,393	\$82,521	\$86,288
8	\$72,278	\$75,331	\$78,393	\$81,448	\$85,617	\$89,399
9		\$78,393	\$81,448	\$84,508	\$88,704	\$92,519
10			\$84,508	\$87,555	\$91,800	\$95,636
11			\$87,555	\$90,608	\$94,893	\$98,733
12				\$93,663	\$97,965	\$101,877
13					\$101,084	\$104,999
14					\$103,442	\$108,112
15						\$110,472

Maximum Entry Level Salary - Step 6 (Columns vary depending on units)

Longevity

Longevity increments shall be granted for the following years of service:

15 years - \$801 20 years - \$2,496 25 years - \$4,336 30 years - \$6,571

Effective: 07/01/2021
(5/2022)

MONROVIA UNIFIED SCHOOL DISTRICT
REPORT OF OBSERVATION
 (To be completed within five(5) working days of observation.)

ADULT EDUCATION

Name	Location	Assignment/Course Title
Date	From <input type="checkbox"/> AM <input type="checkbox"/> PM	To <input type="checkbox"/> AM <input type="checkbox"/> PM

SUMMARY OF LESSON AND ACTIVITIES

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- Connects students' prior knowledge, life experience, and interests with goals.
- Uses variety of instructional strategies and resources respond to students' diverse needs.
- Facilitates learning experiences that promote autonomy, interaction, and choice.
- Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- Promotes self-directed, reflective learning for all students.

COMMENTS

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- Creates a physical environment that engages all students.
- Establishes a climate that promotes fairness and respect.
- Promotes social development and group responsibility.
- Establishes and maintains standards for student behavior.
- Plans and implements classroom procedures and routines that support student learning.
- Uses instructional time effectively.

COMMENTS

<p>III. <u>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Incorporates ESLRs into course content. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>COMMENTS</p>
<p>IV. <u>PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with MCAS Core Values, course outlines and state standards, as applicable. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 	<p>COMMENTS</p>
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates (as applicable) with students, families, and other audiences about student progress. 	<p>COMMENTS</p>

A. OVERALL COMMENDATIONS:

B. AREAS/SUGGESTIONS OF CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION:
(Must be completed for rating of "N" or "U".)

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT – ADULT SCHOOL
EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL

School Year:
 Location:

ADULT EDUCATION

Name:	Assignment /Course Title:	Number of Hours Taught Per Week:	
On or before Oct. 10:	Evaluatee submits objectives to evaluator.	On or before Feb. 1:	Formal observation and follow-up conference for tenured teachers.
On or before Nov. 1:	Evaluator and evaluatee meet and mutually agree/sign form.	60 days prior to close of school:	Evaluatee submits self-evaluation and assessment to evaluator.
On or before Dec. 15:	Formal observations and follow-up conference for non-tenured teachers.	30 days prior to close of school:	Evaluator provides final written evaluation to evaluatee.
On or before January 20:	Mid-year conference for non-tenured teachers.	On or before the last day of school:	Evaluator and evaluatee conference and sign final evaluation.

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING		
Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation: (Attainment of objectives)
<input type="checkbox"/> Connects students' prior knowledge, life experience, and interests with goals. <input type="checkbox"/> Uses variety of instructional strategies and resources to respond to students' diverse needs. <input type="checkbox"/> Facilitates learning experiences that promote autonomy, interaction, and choice. <input type="checkbox"/> Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. <input type="checkbox"/> Promotes self-directed, reflective learning for all students.		

* Non-teaching personnel may propose alternative objectives
 Evaluation and Assessment of Certificated Personnel – Adult Education
 Page 1 of 4

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<ul style="list-style-type: none"> <input type="checkbox"/> Creates a physical environment that engages all students. <input type="checkbox"/> Establishes a climate that promotes fairness and respect. <input type="checkbox"/> Promotes social development and group responsibility. <input type="checkbox"/> Establishes and maintains standards for student behavior. <input type="checkbox"/> Plans and implements classroom procedures and routines that support student learning. <input type="checkbox"/> Uses instructional time effectively. 		

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Incorporates ESLRs into course content. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 		

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with MCAS Core Values, course outlines and state standards, as applicable. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 		

V. ASSESSING STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates (as applicable) with students, families, and other audiences about student progress. 		

* Non-teaching personnel may propose alternative objectives
 Evaluation and Assessment of Certificated Personnel – Adult Education
 Page 3 of 4

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<ul style="list-style-type: none"><input type="checkbox"/> Reflects on teaching practice and plans professional development. <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally. <input type="checkbox"/> Works with families and communities (as applicable) to improve professional practice. <input type="checkbox"/> Works with colleagues to improve professional practice. <input type="checkbox"/> Provides support services to faculty and students through the development of, implementation of, and/or participation in any voluntary adjunct duty.		

AGREEMENT ON OBJECTIVES (by Nov. 1st):

FINAL EVALUATION: (On or before the last day of school.)

Signature of Evaluatee **Date**

Signature of Evaluatee **Date**

Signature of Evaluator **Date**

Signature of Evaluator **Date**

*** Non-teaching personnel may propose alternative objectives**
Evaluation and Assessment of Certificated Personnel – Adult Education
Page 4 of 4

MONROVIA UNIFIED SCHOOL DISTRICT

School Year:

Location:

EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL SCHOOL COUNSELOR

Name: _____ **Grade Level:** _____ **Subject/Assignment Description:** **School Counselor**

<p>On or before Sept 24:</p>	<p>Evaluatee submits objectives to evaluator.</p>	<p>On or before Feb 1:</p>	<p>Formal observation and follow-up conference for tenured counselors.</p>
<p>On or before Oct 15:</p>	<p>Evaluator and evaluatee meet and mutually agree/sign form.</p>	<p>On or before Apr 8:</p>	<p>Evaluatee submits self-evaluation and assessment to evaluator.</p>
<p>On or before Dec 10:</p>	<p>Formal observations and follow-up conference for non-tenured counselors.</p>	<p>30 days prior to close of school:</p>	<p>Evaluator provides final written evaluation to evaluatee.</p>
<p>On or before Jan 21:</p>	<p>Mid-year conference for non-tenured counselors.</p>	<p>On or before the last day of school:</p>	<p>Evaluator and evaluatee conference and sign final evaluation.</p>

I. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING		
Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation: (Attainment of objectives)
<input type="checkbox"/> Ensure all students are engaged in a system of support designed for learning and academic success. <input type="checkbox"/> Advocate for educational opportunity, equity and access for all students. <input type="checkbox"/> Advocate for the learning and academic success of all students. <input type="checkbox"/> Identify student problems in their earliest stages and implement prevention and intervention strategies.		

* Non-teaching personnel, School Counselor

II. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Demonstrate organization skills. <input type="checkbox"/> Develop outcome-based program. <input type="checkbox"/> Assess program outcomes and analyze data. <input type="checkbox"/> Demonstrate leadership in program development.		

III. UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Assess student characteristics and utilize the information to plan for individual student growth and achievement. <input type="checkbox"/> Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans.		

* Non-teaching personnel, School Counselor

IV. COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Build and maintain student support teams for student achievement. <input type="checkbox"/> Provide consultation and education for teachers and parents. <input type="checkbox"/> Develop working relationships within the school that include school staff members, parents and community members. <input type="checkbox"/> Coordinate support from community agencies.		

V. PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Promote positive, safe and supportive learning environment <input type="checkbox"/> Develop and implement programs that address the personal and social risk factors of students <input type="checkbox"/> Develop and implement programs that reduce the incidence of school site violence. <input type="checkbox"/> Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system.		

* Non-teaching personnel, School Counselor

VI. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Establish professional goals and pursue opportunities to improve. <input type="checkbox"/> Model effective practices and continuous progress in school counseling. <input type="checkbox"/> Adhere to professional codes of ethics, legal mandates and district policies		

AGREEMENT ON OBJECTIVES (by Oct 18th):

FINAL EVALUATION: (On or before the last day of school.)

Signature of Evaluatee **Date**

Signature of Evaluatee **Date**

Signature of Principal or Supervisor **Date**

Signature Principal or Supervisor **Date**

* Non-teaching personnel, School Counselor

MONROVIA UNIFIED SCHOOL DISTRICT SCHOOL COUNSELOR MID-YEAR CONFERENCE

Date: _____

Name

Status: Temporary
 Prob. I or Prob. II
 Other

Location

SCHOOL COUNSELOR
Assignment

School Year: _____

<p>I. <u>ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensure all students are engaged in a system of support designed for learning and academic success. <input type="checkbox"/> Advocate for educational opportunity, equity and access for all students. <input type="checkbox"/> Advocate for the learning and academic success of all students. <input type="checkbox"/> Identify student problems in their earliest stages and implement prevention and intervention strategies. 	<p>COMMENTS</p>
<p>II. <u>PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrate organization skills. <input type="checkbox"/> Develop outcome-based program. <input type="checkbox"/> Assess program outcomes and analyze data. <input type="checkbox"/> Demonstrate leadership in program development. 	<p>COMMENTS</p>

<p>III. <u>UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assess student characteristics and utilize the information to plan for individual student growth and achievement. <input type="checkbox"/> Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans. <input type="checkbox"/> Monitor student personal, academic, and career progress. 	<p>COMMENTS</p>
<p>IV. <u>COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Build and maintain student support teams for student achievement. <input type="checkbox"/> Provide consultation and education for teachers and parents. <input type="checkbox"/> Develop working relationships within the school that include school staff members, parents and community members. <input type="checkbox"/> Coordinate support from community agencies. 	<p>COMMENTS</p>
<p>V. <u>PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Promote positive, safe and supportive learning environment <input type="checkbox"/> Develop and implement programs that address the personal and social risk factors of students <input type="checkbox"/> Develop and implement programs that reduce the incidence of school site violence. <input type="checkbox"/> Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system. 	<p>COMMENTS</p>

<p>VI. <u>DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establish professional goals and pursue opportunities to improve. <input type="checkbox"/> Model effective practices and continuous progress in school counseling. <input type="checkbox"/> Adhere to professional codes of ethics, legal mandates and district policies 	<p>COMMENTS</p>
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A. COMMENDATIONS:

B. AREAS/SUGGESTIONS FOR CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS:

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION:
(Must be completed for rating of "N" or "U".)

E. SPECIFIC IMPROVEMENT PLAN (Attach separate sheet, if necessary.)

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT SCHOOL COUNSELOR FINAL EVALUATION

Name _____

Status: Permanent Temporary
 Prob. I Prob. II

School Year: _____

Location _____

Assignment: SCHOOL COUNSELOR

Explanation of Rating Symbols

- | | |
|---|--|
| <p>E EXEMPLARY. Exceeds California Standards for the School Counseling Profession.</p> | <p>P PROGRESS BEING MADE. Progress is being made toward California Standards for the School Counseling Profession.</p> |
| <p>M MEETS EXPECTATIONS. Meets California Standards for the School Counseling Profession.</p> | <p>N NEEDS IMPROVEMENT. Approaching California Standards for the School Counseling Profession.</p> |
| | <p>U UNSATISFACTORY. Does not meet California Standards for the School Counseling Profession.</p> |

<p>I. <u>ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensure all students are engaged in a system of support designed for learning and academic success. <input type="checkbox"/> Advocate for educational opportunity, equity and access for all students. <input type="checkbox"/> Advocate for the learning and academic success of all students. <input type="checkbox"/> Identify student problems in their earliest stages and implement prevention and intervention strategies. 	<p>COMMENTS</p>
<p>II. <u>PLAN , IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrate organization skills. <input type="checkbox"/> Develop outcome-based program. <input type="checkbox"/> Assess program outcomes and analyze data. <input type="checkbox"/> Demonstrate leadership in program development. 	<p>COMMENTS</p>

<p>III. <u>UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assess student characteristics and utilize the information to plan for individual student growth and achievement. <input type="checkbox"/> Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans. <input type="checkbox"/> Monitor student personal, academic, and career progress. 	<p>COMMENTS</p>
<p>IV. <u>COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Build and maintain student support teams for student achievement. <input type="checkbox"/> Provide consultation and education for teachers and parents. <input type="checkbox"/> Develop working relationships within the school that include school staff members, parents and community members. <input type="checkbox"/> Coordinate support from community agencies. 	<p>COMMENTS</p>
<p>V. <u>PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Promote positive, safe and supportive learning environment <input type="checkbox"/> Develop and implement programs that address the personal and social risk factors of students <input type="checkbox"/> Develop and implement programs that reduce the incidence of school site violence. <input type="checkbox"/> Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system. 	<p>COMMENTS</p>

VI. DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR

- Establish professional goals and pursue opportunities to improve.
- Model effective practices and continuous progress in school counseling.
- Adhere to professional codes of ethics, legal mandates and district policies

COMMENTS

A. COMMENDATIONS:

B. AREAS/SUGGESTIONS FOR CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS:

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION: (Must be completed for rating of "N" or "U".)

E. EVALUATEE COMMENTS REGARDING THE EVALUATION: (See attached)

Overall Rating of Evaluation:

E **M** **P** **N** **U**
Exemplary **Meets** **Progress Being** **Needs** **Unsatisfactory**
 Expectation **Made** **Improvement**

Meets criteria for 5-year cycle?

- Yes
- No

Signature of Evaluator

Date

Signature of Evaluatee

Date

This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings.

Reviewed by: _____

Signature of Site Principal

Date

**MONROVIA UNIFIED SCHOOL DISTRICT
SCHOOL COUNSELOR REPORT OF OBSERVATION**
(To be completed within five(5) working days of observation.)

Name _____	Location _____	School Counselor Assignment _____
Date _____	From _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	To _____ <input type="checkbox"/> AM <input type="checkbox"/> PM

SUMMARY OF LESSON AND ACTIVITIES

I. ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING

- Ensure all students are engaged in a system of support designed for learning and academic success.
- Advocate for educational opportunity, equity and access for all students.
- Advocate for the learning and academic success of all students.
- Identify student problems in their earliest stages and implement prevention and intervention strategies.

COMMENTS

II. PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL AND SOCIAL DEVELOPMENT OF ALL STUDENTS

- Demonstrate organization skills.
- Develop outcome-based program.
- Assess program outcomes and analyze data.
- Demonstrate leadership in program development.

COMMENTS

<p>III. <u>UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Assess student characteristics and utilize the information to plan for individual student growth and achievement. <input type="checkbox"/> Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans. <input type="checkbox"/> Monitor student personal, academic, and career progress. 	<p>COMMENTS</p>
<p>IV. <u>COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Build and maintain student support teams for student achievement. <input type="checkbox"/> Provide consultation and education for teachers and parents. <input type="checkbox"/> Develop working relationships within the school that include school staff members, parents and community members. <input type="checkbox"/> Coordinate support from community agencies. 	<p>COMMENTS</p>
<p>V. <u>PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Promote positive, safe and supportive learning environment <input type="checkbox"/> Develop and implement programs that address the personal and social risk factors of students <input type="checkbox"/> Develop and implement programs that reduce the incidence of school site violence. <input type="checkbox"/> Incorporate models of systemic school safety that address elements of prevention, intervention and treatment into the school system. 	<p>COMMENTS</p>

A. OVERALL COMMENDATIONS:

B. AREAS/SUGGESTIONS OF CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION:
(Must be completed for rating of "N" or "U".)

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT FINAL TEACHER EVALUATION

Status: Permanent Temporary
 Prob. I Prob. II

Name _____

School Year: _____

Location _____

Assignment _____

Explanation of Rating Symbols

- | | |
|---|--|
| <p>E EXEMPLARY. Exceeds California Standards for the Teaching Profession.</p> | <p>P PROGRESS BEING MADE. Progress is being made toward California Standards for the Teaching Profession.</p> |
| <p>M MEETS EXPECTATIONS. Meets California Standards for the Teaching Profession.</p> | <p>N NEEDS IMPROVEMENT. Approaching California Standards for the Teaching Profession.</p> |
| | <p>U UNSATISFACTORY. Does not meet California Standards for the Teaching Profession.</p> |

<p>I. <u>ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Connects students' prior knowledge, life experience, and interests with goals. <input type="checkbox"/> Uses variety of instructional strategies and resources respond to students' diverse needs. <input type="checkbox"/> Facilitates learning experiences that promote autonomy, interaction, and choice. <input type="checkbox"/> Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. <input type="checkbox"/> Promotes self-directed, reflective learning for all students. 	<p>COMMENTS</p>
<p>II. <u>CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Creates a physical environment that engages all students. <input type="checkbox"/> Establishes a climate that promotes fairness and respect. <input type="checkbox"/> Promotes social development and group responsibility <input type="checkbox"/> Establishes and maintains standards for student behavior. <input type="checkbox"/> Plans and implements classroom procedures and routines that support student learning. <input type="checkbox"/> Uses instructional time effectively. 	<p>COMMENTS</p>

<p>III. <u>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Inter-relates ideas and information within and across subject matter areas. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>COMMENTS</p>
<p>IV. <u>PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with District and State Standards. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 	<p>COMMENTS</p>
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <p style="text-align: right;"><input type="checkbox"/></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates with students, families, and other audiences about student progress. 	<p>COMMENTS</p>

<p>VI. DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <p style="text-align: right;"><input type="checkbox"/></p> <p><input type="checkbox"/> Reflects on teaching practice and plans professional development.</p> <p><input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally.</p> <p><input type="checkbox"/> Works with families and communities to improve professional practice.</p> <p><input type="checkbox"/> Works with colleagues to improve professional practice.</p> <p><input type="checkbox"/> Provides support services to faculty and students through the development of, implementation of, and/or participation in any voluntary adjunct duty.</p>	<p>COMMENTS</p>
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A. COMMENDATIONS:

B. AREAS/SUGGESTIONS FOR CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS:

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION: (Must be completed for rating of "N" or "U".)

E. EVALUATEE COMMENTS REGARDING THE EVALUATION: (See attached)

<p style="text-align: center;">Overall Rating of Evaluation:</p> <p style="text-align: center;"><input type="checkbox"/></p> <p style="text-align: center;"> E M P N U Exemplary Meets Expectation Progress Being Made Needs Improvement Unsatisfactory </p> <p>Meets criteria* for 5-year cycle? <input type="checkbox"/> Yes <input type="checkbox"/> No (*Has already completed ten or more years of certificated employment with MUSD, and whose present final evaluation is rated as meeting or exceeding standards with ratings of "E" or "M" in all six standards).</p>	<hr/> <p>Signature of Evaluator _____ Date _____</p> <hr/> <p>Signature of Evaluatee _____ Date _____ This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all the ratings.</p> <p>Reviewed by: _____</p> <hr/> <p>Signature of Site Principal _____ Date _____</p>
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MONROVIA UNIFIED SCHOOL DISTRICT CERTIFICATED MID-YEAR CONFERENCE

Date: _____

Name

Status: Temporary
 Prob. I or Prob. II
 Other

Location

Assignment

School Year: _____

<p>I. <u>ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Connects students' prior knowledge, life experience, and interests with goals. <input type="checkbox"/> Uses variety of instructional strategies and resources respond to students' diverse needs. <input type="checkbox"/> Facilitates learning experiences that promote autonomy, interaction, and choice. <input type="checkbox"/> Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. <input type="checkbox"/> Promotes self-directed, reflective learning for all students. 	<p>COMMENTS</p>
<p>II. <u>CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Creates a physical environment that engages all students. <input type="checkbox"/> Establishes a climate that promotes fairness and respect. <input type="checkbox"/> Promotes social development and group responsibility. <input type="checkbox"/> Establishes and maintains standards for student behavior. <input type="checkbox"/> Plans and implements classroom procedures and routines that support student learning. <input type="checkbox"/> Uses instructional time effectively. 	<p>COMMENTS</p>

<p>III. <u>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Inter-relates ideas and information within and across subject matter areas. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>COMMENTS</p>
<p>IV. <u>PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with District and State Standards. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 	<p>COMMENTS</p>
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates with students, families, and other audiences about student progress. 	<p>COMMENTS</p>

VI. <u>DEVELOPING AS A PROFESSIONAL EDUCATOR</u>	COMMENTS
<input type="checkbox"/> Reflects on teaching practice and plans professional development. <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally. <input type="checkbox"/> Works with families and communities to improve professional practice. <input type="checkbox"/> Works with colleagues to improve professional practice. <input type="checkbox"/> Provides support services to faculty and students through the development of, implementation of, and/or participation in any voluntary adjunct duty.	

A. COMMENDATIONS:

B. AREAS/SUGGESTIONS FOR CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS:

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION:
(Must be completed for rating of "N" or "U".)

E. SPECIFIC IMPROVEMENT PLAN (Attach separate sheet, if necessary.)

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT
REPORT OF OBSERVATION
 (To be completed within five (5) working days of observation.)

Name	Location	Assignment
Date	From <input type="checkbox"/> AM <input type="checkbox"/> PM	To <input type="checkbox"/> AM <input type="checkbox"/> PM

SUMMARY OF LESSON AND ACTIVITIES

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

- Connects students' prior knowledge, life experience, and interests with goals.
- Uses variety of instructional strategies and resources respond to students' diverse needs.
- Facilitates learning experiences that promote autonomy, interaction, and choice.
- Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful.
- Promotes self-directed, reflective learning for all students.

COMMENTS

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- Creates a physical environment that engages all students.
- Establishes a climate that promotes fairness and respect.
- Promotes social development and group responsibility.
- Establishes and maintains standards for student behavior.
- Plans and implements classroom procedures and routines that support student learning.
- Uses instructional time effectively.

COMMENTS

<p>III. <u>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Inter-relates ideas and information within and across subject matter areas. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>COMMENTS</p>
<p>IV. <u>PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with District and State Standards. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 	<p>COMMENTS</p>
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates with students, families, and other audiences about student progress. 	<p>COMMENTS</p>

A. OVERALL COMMENDATIONS:

B. AREAS/SUGGESTIONS OF CONTINUED GROWTH: (Must be completed for rating of "P".)

C. SPECIFIC AREAS OF IMPROVEMENT TO MEET OR EXCEED STANDARDS

D. PROBLEMS OR AREAS OF CONCERN/RECOMMENDATIONS FOR REMEDIATION:
(Must be completed for rating of "N" or "U".)

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT SELF-EVALUATION (Five-Year Cycle)

Name: _____

Date: _____

Location: _____

School Year: _____

Assignment: _____

Status: Year 1 Year 3
 Year 2 Year 4

On or before Oct. 8 Submit objectives to principal.

On or before April 29 Submit self-reflection summary to principal.

Choose one objective of focus from two standards listed below:

<p>I. <u>ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Connects students' prior knowledge, life experience, and interests with goals. <input type="checkbox"/> Uses variety of instructional strategies and resources respond to students' diverse needs. <input type="checkbox"/> Facilitates learning experiences that promote autonomy, interaction, and choice. <input type="checkbox"/> Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. <input type="checkbox"/> Promotes self-directed, reflective learning for all students. 	<p>SELF-REFLECTION (Attainment of Objectives)</p>
<p>II. <u>CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Creates a physical environment that engages all students. <input type="checkbox"/> Establishes a climate that promotes fairness and respect. <input type="checkbox"/> Promotes social development and group responsibility. <input type="checkbox"/> Establishes and maintains standards for student behavior. <input type="checkbox"/> Plans and implements classroom procedures and routines that support student learning. <input type="checkbox"/> Uses instructional time effectively. 	<p>SELF-REFLECTION (Attainment of Objectives)</p>

<p>III. <u>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Inter-relates ideas and information within and across subject matter areas. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students. 	<p>SELF-REFLECTION (Attainment of Objectives)</p>
<p>IV. <u>PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Aligns curricula with District and State Standards. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs. 	<p>SELF-REFLECTION (Attainment of Objectives)</p>
<p>V. <u>ASSESSING STUDENT LEARNING</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates with students, families, and other audiences about student progress. 	<p>SELF-REFLECTION (Attainment of Objectives)</p>

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

- Reflects on teaching practice and plans professional development.
- Establishes professional goals and pursues opportunities to grow professionally.
- Works with families and communities to improve professional practice.
- Works with colleagues to improve professional practice.
- Provides support services to faculty and students through the development of, implementation of, and/or participation in any voluntary adjunct duty.

SELF-REFLECTION (Attainment of Objectives)

Evaluatee satisfactorily completed the self-evaluation process.

Yes

No

Signature of Evaluator

Date

Signature of Evaluatee

Date

MONROVIA UNIFIED SCHOOL DISTRICT

School Year:

Location:

EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL

Name:	Grade Level:	Subject/Assignment Description:	
On or before Sept 24:	Evaluatee submits objectives to evaluator.	On or before Feb. 1:	Formal observation and follow-up conference for tenured teachers.
On or before Oct 15:	Evaluator and evaluatee meet and mutually agree/sign form.	On or before April 8:	Evaluatee submits self-evaluation and assessment to evaluator.
On or before Dec. 10:	Formal observations and follow-up conference for non-tenured teachers.	30 days prior to close of school:	Evaluator provides final written evaluation to evaluatee.
On or before January 21:	Mid-year conference for non-tenured teachers.	On or before the last day of school:	Evaluator and evaluatee conference and sign final evaluation.

I. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation: (Attainment of objectives)
<input type="checkbox"/> Connects students' prior knowledge, life experience, and interests with goals. <input type="checkbox"/> Uses variety of instructional strategies and resources to respond to students' diverse needs. <input type="checkbox"/> Facilitates learning experiences that promote autonomy, interaction, and choice. <input type="checkbox"/> Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. <input type="checkbox"/> Promotes self-directed, reflective learning for all students.		

* Non-teaching personnel may propose alternative objectives
 Evaluation and Assessment of Certificated Personnel
 Page 1 of 4

II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Creates a physical environment that engages all students. <input type="checkbox"/> Establishes a climate that promotes fairness and respect. <input type="checkbox"/> Promotes social development and group responsibility. <input type="checkbox"/> Establishes and maintains standards for student behavior. <input type="checkbox"/> Plans and implements classroom procedures and routines that support student learning. <input type="checkbox"/> Uses instructional time effectively.		

III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Demonstrates knowledge of subject matter content and student development. <input type="checkbox"/> Organizes curriculum to support student understanding of subject matter. <input type="checkbox"/> Inter-relates ideas and information within and across subject matter areas. <input type="checkbox"/> Develops student understanding through instructional strategies that are appropriate to the subject matter. <input type="checkbox"/> Uses materials, resources, and technologies to make subject matter accessible to students.		

IV. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Aligns curricula with District and State Standards. <input type="checkbox"/> Draws on and values students' backgrounds, interests and developmental learning needs. <input type="checkbox"/> Establishes and articulates goals for student learning activities. <input type="checkbox"/> Develops and sequences instructional activities and materials for student learning. <input type="checkbox"/> Designs short-term and long-term plans to foster student learning. <input type="checkbox"/> Modifies instructional plans to adjust for student needs.		

V. ASSESSING STUDENT LEARNING

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Establishes and communicates learning goals for all students. <input type="checkbox"/> Collects and uses multiple sources of information to assess student learning. <input type="checkbox"/> Involves and guides all students in assessing their own learning. <input type="checkbox"/> Uses the results of assessments to guide instruction. <input type="checkbox"/> Communicates with students, families, and other audiences about student progress.		

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR

Objective: (Choose minimum of one as your focus)*	Activities for attaining the objective: (Minimum of two activities)	Self-evaluation:
<input type="checkbox"/> Reflects on teaching practice and plans professional development. <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally. <input type="checkbox"/> Works with families and communities to improve professional practice. <input type="checkbox"/> Works with colleagues to improve professional practice. <input type="checkbox"/> Provides support services to faculty and students through the development of, implementation of, and/or participation in any voluntary adjunct duty.		

AGREEMENT ON OBJECTIVES (by October 18th):

FINAL EVALUATION: (On or before the last day of school.)

Signature of Evaluatee **Date**

Signature of Evaluatee **Date**

Signature of Principal or Supervisor **Date**

Signature Principal or Supervisor **Date**

Agenda Item Details

Meeting Date: 2022-08-24 18:30:00

AGENDA ITEM TITLE:

1. COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT RENEWAL WITH CITRUS COLLEGE FOR THE EARLY COLLEGE PROGRAM AT MONROVIA HIGH SCHOOL

RECOMMENDATION

The Board of Education will receive for information the College and Career Access Pathways (CCAP) Partnership Agreement Renewal with Citrus Community College District for the Early College program at Monrovia High School. Further, the Board of Education is requested to conduct a public hearing regarding this renewal agreement during the September 28, 2022, Board meeting.

Rationale:

The College and Career Access Pathways Partnership Agreement Renewal between Citrus Community College District and Monrovia Unified School District, allows Monrovia High School students to earn college credit for coursework taken through Citrus College while enrolled at Monrovia High School. Included in the agreement are details outlining enrollment, student registration and eligibility, fees, materials, as well as other conditions of the Early College program.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [AB 288 CCAP Agreement - 20220824.pdf](#)

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter “AGREEMENT”) between Citrus Community College District (hereafter “COLLEGE DISTRICT”) and the Monrovia Unified School District (hereafter “SCHOOL DISTRICT”).

1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate” *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;” and

WHEREAS, the Governing Boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that Board took comments from the public and approved the AGREEMENT;

COLLEGE DISTRICT Board Meetings:

- a. Information Board Meeting Date June 21, 2022
- b. Public Hearing Board Meeting Date August 16, 2022

SCHOOL DISTRICT Board Meetings:

- a. Information Board Meeting Date August 24, 2022
- b. Public Hearing Board Meeting Date September 28, 2022

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

2. TERMS OF CCAP PARTNERSHIP

2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
 - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
 - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. www.cccco.edu
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.
- g. Courses offered in SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.
- h. COLLEGE DISTRICT courses offered in SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE DISTRICT campus.
- i. Courses with low enrollment may be cancelled by mutual agreement between the COLLEGE DISTRICT and the SCHOOL DISTRICT. Should low enrollment be observed, the COLLEGE DISTRICT will contact the SCHOOL DISTRICT at least 10 days prior to the start of the course to discuss conditions and work toward a final agreement on how to proceed.

- j. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. The instructor will be required to complete the Citrus College CCAP Faculty Assignment Form.
 - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- k. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.
- l. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- m. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership.
- n. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- o. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may enroll a special part-time student in up to a maximum of 15 units per term so long as the units constitute no more than four (4) classes per term per school within the SCHOOL DISTRICT.
- p. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT policies and local collective bargaining agreements in effect at the time in which the course is offered.

- q. The COLLEGE DISTRICT shall compensate each CCAP instructor in accordance with the collective bargaining agreement between the COLLEGE DISTRICT and the Citrus College Adjunct Federation Agreement.
- r. If necessary, substitute faculty must be approved by COLLEGE DISTRICT using the same process and will be subject to the same terms of this agreement, described herein.
- s. The CCAP instructor shall maintain records of student attendance and achievement. These records shall be subject to review, upon request, by officials for the COLLEGE DISTRICT in accordance with existing policies related to student records. The CCAP instructor will comply and adhere to COLLEGE DISTRICT deadlines.
- t. In cooperation with SCHOOL DISTRICT, COLLEGE DISTRICT shall inform SCHOOL DISTRICT of student misconduct. The instructor of record is to comply with COLLEGE DISTRICT policies pertaining to student conduct, academic integrity, and discipline.

2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
 - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies

while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*

- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Citrus College Concurrent Enrollment Authorization Form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
 - i. By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. The SCHOOL DISTRICT with assistance from the COLLEGE DISTRICT, shall recruit and select students for the CCAP program and adhere to COLLEGE DISTRICT timelines.
- e. The SCHOOL DISTRICT shall ensure that students have applied to COLLEGE DISTRICT and shall provide a list to COLLEGE DISTRICT of all students to be enrolled in each course section.
- f. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:
 - i. The units constitute no more than four COLLEGE DISTRICT courses per term

- ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this AGREEMENT
 - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- g. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
 - h. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
 - i. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE DISTRICT transcript.

2.6 Student Fees and Instructional Materials

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
 - iv. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
 - v. Textbooks are normally adopted for a minimum of three years. Once selected, textbooks for any given course will not change due to a change in the instructor. Any change in textbook outside of the three-year adoption period initiated by a COLLEGE DISTRICT employee will be at the expense of the COLLEGE DISTRICT.
- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
 - i. Student Representation Fee (*EC § 76060.5*);
 - ii. Nonresident Tuition Fee (*EC § 76140*);

- iii. Transcript Fees (*EC § 76223*);
 - iv. Course Enrollment Fees (*EC § 76300*); and
 - v. Apprenticeship Course Fees (*EC § 76350*).
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:

- i. Employer of record for purposes of assignment monitoring and reporting to the county office of education; and
 - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
 - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*
 - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
 - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*
 - ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004 (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*

- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:
 - i. Enrollment period;
 - ii. Student fees;
 - iii. Number of class hours sufficient to meet the stated performance objectives (if applicable);
 - iv. Supervision and evaluation of students; and
 - v. Withdrawal of students prior to completion of a course of program.

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at www.citruscollege.edu

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

3. CERTIFICATIONS

- 3.1** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in

Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*

- 3.2** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3** This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*
- 3.4** This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*
- 3.5** This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2, EC § 76004(n)*
- 3.6** The COLLEGE DISTRICT certifies that:

 - a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor's Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*
 - b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
 - c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*

- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*
- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

4. INDEMNIFICATION

- 4.1** The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.
- 4.2** The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

5. NON-DISCRIMINATION

- 5.1** It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2** The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a

harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

6. INSURANCE

- 6.1** Each Party shall, during the term of this agreement, maintain in force the policies set forth in and required by each Party's use permit policies. All policies, endorsements and certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon the Effective Date of this agreement.

7. CCAP POINTS OF CONTACT

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix B of this AGREEMENT, to serve as designated point of contact for the CCAP Partnership.
- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

8. FILING OF CCAP PARTNERSHIP AGREEMENT

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

9. TERM OF CCAP PARTNERSHIP AGREEMENT

- 9.1** The term of this AGREEMENT shall be for four years beginning on the start date for the term first identified in Appendix B and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT.

10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT

- 10.1** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start

of any course(s) to be offered as part of the CCAP partnership.

- 10.2** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

11. NOTICES

- 11.1** Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

COLLEGE DISTRICT

Citrus Community College District
1000 West Foothill Boulevard
Glendora, California 91741-1885
ATTN: Ms. Claudette Dain, Vice President of Finance and Administrative Services

SCHOOL DISTRICT

Monrovia Unified School District
325 East Huntington Drive
Monrovia, California 91016
ATTN: Dr. Paula Hart Rodas, Director of Secondary Educational Services
and/or Dr. Gregoire Francois Deputy Superintendent

12. ACCEPTANCE OF FACSIMILE SIGNATURES

- 12.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

13. GOVERNING LAW

- 13.1** This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

14. SEVERABILITY

- 14.1** If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the

COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

15. AUTHORIZATION WARRANTY

15.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

16. COUNTERPARTS

16.1 This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Citrus Community College District

By: _____ Date _____
Claudette Dain
Vice President, Finance and Administrative Services

Monrovia Unified School District

By: _____ Date _____
Ryan D. Smith, Ed.D.
Superintendent

APPENDIX A

Pursuant to California Assembly Bill No. 288, the COLLEGE DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer College and Career Pathways (CCAPs) to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the CCAP partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or 2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in the CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT:

1. CSU GE-Breadth Certification Pathway*

This pathway includes COLLEGE DISTRICT courses which have been approved to meet one of the General Education Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system.

2. Intersegmental General Education Transfer Curriculum (IGETC) Pathway**

This pathway includes COLLEGE DISTRICT courses which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for CSU GE-Breadth Certification in the semester in which they are offered.*

*** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.*

APPENDIX B – INITIAL SUBMISSION

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1. History of Rock and Roll	MUSE 113	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Introduction to the Administration of Justice	AJ 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Spanish I	SPAN 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4. Physical Oceanography	ESCI 130	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
5. Introduction to Psychology	PSY 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
6. Reading and Composition, Enhanced	ENGL 101E	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
7. History of Rock and Roll	MUSE 113	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
8. Principles of Macroeconomics	ECON 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
9. Human Genetics	BIOL 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
10. Cultural Geography	GEOG 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
11. Spanish II	SPAN 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
12. Public Address	SPCH 101	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
13. American Government and Politics	POLI 103	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
14. Introduction to Cultural Anthropology	ANTH 210	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
15. Motion Picture Appreciation	ART 199	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
16. Strategies for College Success	COUN 160	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
17. Topics in Contemporary Art	ART 105	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock and Roll	TBD	TBD	TBD	TBD
2. Introduction to the Administration of Justice	TBD	TBD	TBD	TBD
3. Spanish I	TBD	TBD	TBD	TBD
4. Physical Oceanography	TBD	TBD	TBD	TBD
5. Introduction to Psychology	TBD	TBD	TBD	TBD
6. Reading and Composition, Enhanced	TBD	TBD	TBD	TBD
7. History of Rock and Roll	TBD	TBD	TBD	TBD
8. Principles of Macroeconomics	TBD	TBD	TBD	TBD
9. Human Genetics	TBD	TBD	TBD	TBD
10. Cultural Geography	TBD	TBD	TBD	TBD
11. Spanish II	TBD	TBD	TBD	TBD
12. Public Address	TBD	TBD	TBD	TBD
13. American Government and Politics	TBD	TBD	TBD	TBD
14. Introduction to Cultural Anthropology	TBD	TBD	TBD	TBD
15. Motion Picture Appreciation	TBD	TBD	TBD	TBD
16. Strategies for College Success	TBD	TBD	TBD	TBD

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
17. Topics in Contemporary Art	TBD	TBD	TBD	TBD

COLLEGE DISTRICT

Dr. Eric Rabbitoy
 Dean, Natural and Physical Sciences
 Citrus Community College District
 1000 West Foothill Boulevard
 Glendora, California 91741-1885

SCHOOL DISTRICT

Ryan D. Smith, Ed.D.
 Superintendent
 Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, California 91016

APPENDIX B – SUBMISSION FOR FALL/2022 [INSERT TERM(S)/YEAR]

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1. History of Rock and Roll	MUSE 113	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Introduction to the Administration of Justice	AJ 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Spanish I	SPAN 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4. Physical Oceanography	ESCI 130	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
5. Introduction to Psychology	PSY 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
6. Reading and Composition, Enhanced	ENGL 101E	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
7. History of Rock and Roll	MUSE 113	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
8. Principles of Macroeconomics	ECON 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock and Roll	TBD	TBD	TBD	TBD
2. Introduction to the Administration of Justice	TBD	TBD	TBD	TBD
3. Spanish I	TBD	TBD	TBD	TBD
4. Physical Oceanography	TBD	TBD	TBD	TBD
5. Introduction to Psychology	TBD	TBD	TBD	TBD
6. Reading and Composition, Enhanced	TBD	TBD	TBD	TBD
7. History of Rock and Roll	TBD	TBD	TBD	TBD
8. Principles of Macroeconomics	TBD	TBD	TBD	TBD

COLLEGE DISTRICT

Dr. Eric Rabbitoy
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SCHOOL DISTRICT

Ryan D. Smith, Ed.D.
 Superintendent
 Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, California 91016

Subject: PENDING BOARD ISSUES

Prepared by: Ryan Smith, Ed. D., Superintendent

Action desired:

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

Rationale:

This agenda item affords an opportunity for the Board of Education to review the status of items that have been scheduled for Board consideration, raise issues or questions that have not been scheduled for discussion, and place issues in priority order for attention, consistent with the Board Vision.

Issue/Question/Request	Status	Next steps
Cyclical Reports		
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	To be conducted annually by September 30
Superintendent Evaluation	Review Superintendent performance objectives for formal evaluation	To be conducted annually by June 30, 2023
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Next update Oct/Nov 2022

Issue/Question/Request	Status	Next steps
Cyclical Reports (continued)		
<p>Student Achievement: standards & plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>9/14/22 • Single Plans Student Achievement all sites 10/12/22 • Textbook certify sufficiency/ public hearing 12/09/22 • Gold Ribbon Schools Eligible (Board Update) 1/18/23 • SARC Board approval 2/8/23 • Mid-Year Review – Multiple Measures Report 4/12/23: • CELC Program Report • Carl Perkins Application 4/26/23 • Village Program Report • Dual Immersion Program Report 5/26/23 • Homeless & Foster Youth Report (Board Update) 6/14/23: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data 6/23/23 • GATE Program Report (Board Update) 6/28/23: • Music/Art Community Theater Report</p>	
CGI Math Update	Provide a program update to the Board of Education	September 2022
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	December 2022
E-Rate	E-rate funding approval annually.	Jan/Feb/Mar
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct /Nov/Dec.	Next report Fall 2022
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Next training: August 2022	Annually in August

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	<p><u>2022-23 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • Sept. 14, 2022: Unaudited Actuals Annual Report – Revenue, Expenditures & Ending Fund Balances • Oct. 26, 2022: 2022-23 October Enrollment Report based on Census Day Enrollment • December 14, 2022: 2022-23 First Interim Budget Report • Jan. 18, 2023: 2021-22 Audit Report • Jan. 18, 2023: 2022-23 P-1 Student Attendance Report • Feb. 8, 2023: 2022-23 Budget based on Governor’s January Budget Proposals • Feb. 22, 2023: 2022-23 Enrollment & Staffing Report • Mar. 8, 2023: 2022-23 Second Interim Budget Rpt • April 26, 2023: 2022-23 P-2 Student Attendance Rpt • May 24, 2023: 2023-24 Governor’s May Budget Revision (Board Update) • June 14, 2023: 2023-24 Adopted Budget Public Hearing • June 28, 2023: 2023-24 Budget Adoption 	
Board Walks (Board site visits)	Elementary schools will be visited in the 2022-23 SY; MHS annually	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2024
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring:	Next report Spring 2023

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	<ul style="list-style-type: none"> Review legislative policy changes/updates Special Education funding 	2022-23
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2022-23
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> Receive recommendations about the Facilities Master Plan needs assessment 	Facilities Advisory Committee will convene in Fall
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> To collaborate and discuss matters of importance to both the City of Monrovia and the District 	Dates to be determined
State of the Schools	<ul style="list-style-type: none"> Plans underway 	October 19, 2022
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2022-23 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites are being discussed with MPD 	Plan has been developed and is posted on District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation 	Status update to be provided throughout the year

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2022-23
	Business Policies	2022-23
	Human Resources Policies	2022-23
	Educational Services Policies	2022-23
	Pupil Personnel Services	2022-23