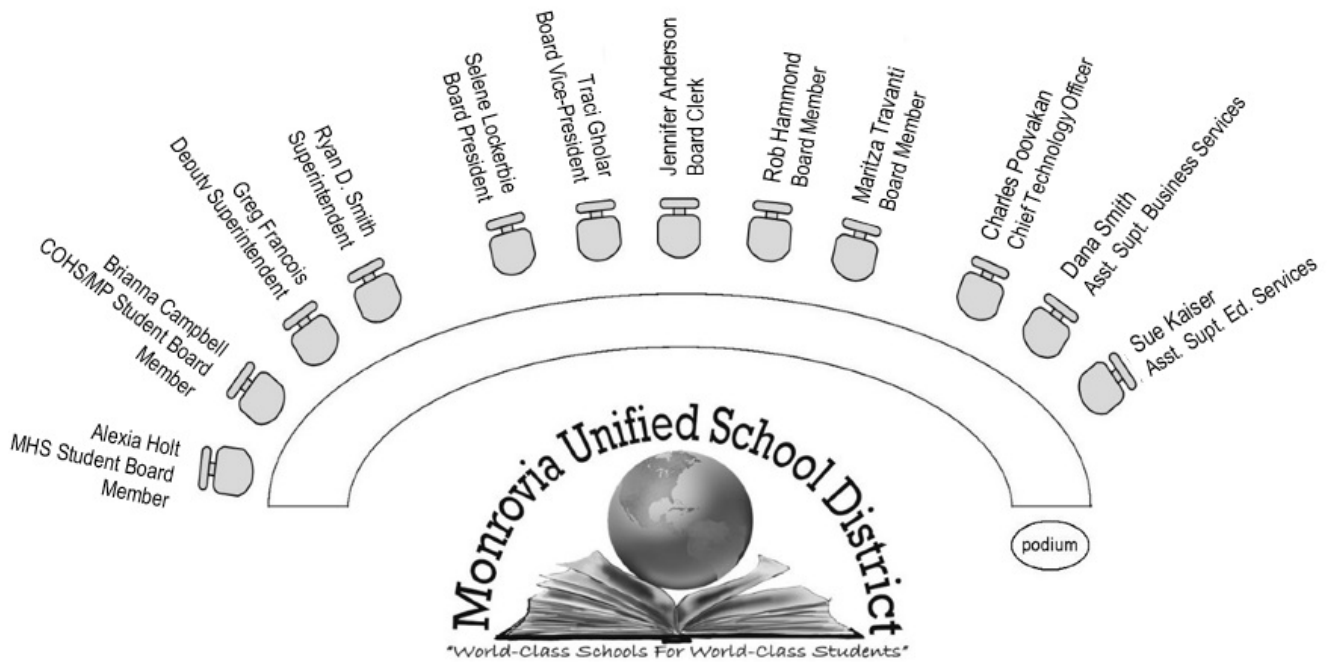




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, May 11, 2022

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

Wednesday, May 11, 2022

6:30 p.m. - Board Room

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

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

**B. CONVENE BOARD OF EDUCATION CLOSED SESSION**

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

Section 54956.9)

5. Superintendent's evaluation (Government Code Section 54957)

**C. ADJOURN BOARD OF EDUCATION CLOSED SESSION**

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

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

2. Pledge of Allegiance by Plymouth ES - Principal, Dr. Greg Gero

3. Roll Call:

Selene Lockerbie, Board President _____	Ryan D. Smith, Superintendent _____
Traci Gholar, Board Vice-President _____	Gregoire Francois, Deputy Supt. _____
Jennifer Anderson, Board Clerk _____	Sue Kaiser, Asst. Supt. Ed. Svcs. _____
Rob Hammond, Board Member _____	Dana Smith, Asst. Supt. of Bus. Svcs. _____
Maritza Travanti, Board Member _____	Leslie Lockhart, Int. Asst. Supt. of HR _____
MHS Student Board Member _____	Charles Poovakan, CTO _____
Alexia Holt	

4. Report out of Closed Session

**E. ORDER OF BUSINESS**

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

2. Approve the Minutes of the Regular Board of Education Meeting on April 27, 2022.

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

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

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

[BM Mins - 042722.pdf](#)

**F. RECOGNITIONS AND COMMUNICATIONS**

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

- **Karla Galindo, Teacher - Monroe ES**
- **Lydia Sanchez, Instructional Aide - Monroe ES**
- **Heather Gac, Teacher - Santa Fe CSMS**
- **Araceli Paez, Campus Assistant - Santa Fe CSMS**

2. Board Member Reports

3. Student Board Member Report

4. 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. DUAL IMMERSION PROGRAM REPORT.** (*Dr. Sue Kaiser, Asst. Supt. of Ed. Services*). The Board of Education is requested to receive an update on the District's Dual Immersion program for the 2021-22 school year.

**I. CONSENT AGENDA**

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

Consent Agenda Item(s) Pulled, if any: \_\_\_\_\_

Approval of Consent Agenda:

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

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

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

**EDUCATIONAL SERVICES**

**1. 21/22-1101 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT REGARDING THE CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the California Technical Education Incentive Grant (CTEIG) from July 1, 2022, through December 31, 2023.

[CA Career Technical Education Incentive Grant MOU 2022-23.pdf](#)

**2. 21/22-1102 - MEMORANDUM OF UNDERSTANDING BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT REGARDING THE K12 STRONG WORKFORCE PROGRAM**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District (COUSD) and Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K12 Strong Workforce Program Grant.

[K12 Strong Workforce Program MOU 22-23.pdf](#)

**3. 21/22-1104 - FINAL SETTLEMENT AGREEMENT**

The Board of Education is requested to ratify a Final Settlement agreement in regards to Student No. 7121848724 dated April 28, 2022.

[Settlement Agreement Report 8.pdf](#)

**4. 21/22-1106 - CAREER TECHNICAL EDUCATION APPLICATION FOR 2022-23 FUNDING (CARL D. PERKINS GRANT)**

The Board of Education is requested to approve the Career Technical Education Application for 2022-23 Funding (Carl D. Perkins Grant).

[Perkins Application 2022-23.pdf](#)

## **BUSINESS SERVICES**

### **5. 21/22-2135 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$479,565.40, issued April 8, 2022, through April 22, 2022, and payments in the amount of \$315,420.46, issued April 15, 2022, through April 26, 2022.

[BA Item 2135\(b-e\) Purchase Order Rpt 5-11-22.pdf](#)

### **6. 21/22-2136 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts; Deposit Report No. 37 through No. 38, deposited April 19, 2022 through April 25, 2022, for a total amount of \$198,785.73.

[BA Item 2136\(b\) Deposit Rpt #37-38 5-11-22.pdf](#)

### **7. 21/22-2137 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2137\(b\) Budgetary Transfers 5-11-22.pdf](#)

### **8. 21/22-2138 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2122-11.

[Acceptance of Gifts #2022-11-05-11-22.pdf](#)

### **9. 21/22-2139- PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements Report #15 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #15 - 051122.pdf](#)

### **10. 21/22-2140 - AGREEMENT FOR TRANSPORTATION SERVICES WITH ELITE SCHOOL TRANSIT**

The Board of Education is requested to approve an agreement with Elite School Transit for school pupil activity and special trip transportation.

[BA Item 2140\(b\) Agreement for Transportation Services \(Elite School Transit\) 5-11-22.pdf](#)

## **HUMAN RESOURCES**

### **11. 21/22-4023 - PERSONNEL ASSIGNMENTS**

The Board of Education is requested to approve Personnel Assignments Report #18.

[2022-05-11 Personnel Report 18.pdf](#)

### **12. 21/22-4024 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

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

[05112022TravelConference.pdf](#)

## **TECHNOLOGY**

### **13. 21/22-4014 - EDLIO INC., WEB HOSTING RENEWAL**

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from June 30, 2022, through June 30, 2023.

[Edlio Invoice - Monrovia USD 22-23.pdf](#)

### **14. 21/22 - 4015 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

The Board of Education is requested to approve the renewal of a Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective June 1, 2022, through May 31, 2023.



**J. ACTION ITEMS (Non-Consent)**

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

**1. 21/22-1103 - MEMORANDUM OF UNDERSTANDING (MOU) WITH CAL POLY POMONA AND SAN DIEGO STATE UNIVERSITY COLLEGE OF ENGINEERING FEMINEER SCHOOL PROGRAM FOR THE 2022-23 SCHOOL YEAR**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Cal Poly Pomona, San Diego State University, and Monrovia Unified School District for the purpose of providing the College of Engineering Femeiner School Program at Santa Fe Computer Magnet Science School, Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, and Wild Rose School of the Creative Arts for the 2022-23 school year.

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

Board Member Travanti \_\_\_\_\_, Board Member Hammond \_\_\_\_\_, Board Member Gholar \_\_\_\_\_, Board Member Anderson \_\_\_\_\_, Board President Lockerbie \_\_\_\_\_

[FEMINEER MOUs - 20220429.pdf](#)

**2. 21/22-1105 - PUBLIC REVIEW OF RECOMMENDED TEXTBOOK**

The Board of Education is requested to accept for public review prior to adoption the textbook, "*Human Geography A Spatial Perspective, AP Edition*," for use in the high school history social science program beginning in 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 \_\_\_\_\_

**BUSINESS SERVICES - Dana Smith, Asst. Supt. of Business Svcs.**

**3. 21/22-2141 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT**

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2021-22 school year.

[AB 1200 Public Disclosure of Proposed Collective Bargaining Agreement - 2021-22 - signed.pdf](#)

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

**4. 21/22- 4029 - APPROVAL OF CONTRACT WITH CAPTURING KIDS' HEARTS**

The Board of Education is requested to approve a contract with Capturing Kids' Hearts for the professional development needs of district staff 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 \_\_\_\_\_

[MUSD CKH's Contract Agreement - 042722.pdf](#)

**5. 21/22 - 4030 - APPROVAL OF VACCINE PHARMACY SERVICES WITH ALBERTSONS COMPANIES**

The Board of Education is requested to approve a contract with Albertsons Companies for vaccine pharmacy services for MUSD middle schools.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_  
[2021-22 Albertsons Vaccine Pharmacy Services Agmt - 051122.pdf](#)

**6. 21/22-4031 - APPROVAL OF JOB DESCRIPTION, *ELEMENTARY SCHOOL COUNSELOR***

The Board of Education is requested to approve an updated job description, *Elementary School Counselor*.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[School Counselor, Elementary 2022.pdf](#)

**7. 21/22-4032 - MUSD SCHOOL CALENDARS FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS**

The Board of Education is requested to approve the updated calendars for the 2022-2023 and 2023-2024 school years.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[2022-2023 MUSD District Calendar.pdf](#)

[2023-2024 MUSD District Calendar.pdf](#)

**8. 21/22-4033 - APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH THE MONROVIA TEACHERS ASSOCIATION (MTA)**

The Board of Education is requested to approve a 3.5% increase to salary and longevity schedules for MTA, Confidential/Classified Managers (CCM), Monrovia Association of School Administrators (MASA), and Governing Board members, retroactive to July 1, 2021.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[MTA Tentative Agreement signed - 042622.pdf](#)

**9. 21/22- 4034 - APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND NEW CONTRACT TERM**

The Board of Education is requested to approve a 3.5% increase to salary and longevity schedules retroactive to July 1, 2021. This includes a retroactive increase for unrepresented Classified employees paid on the Classified Salary Schedule. It is also recommended that the Board approve the new contract term of July 1, 2021, to June 30, 2024, along with its provisions.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[CSEA Tentative Agreement Salary for 21.22 and Contract for 2021-2024 signed 05022022.pdf](#)

**10. 21/22- 4035 - APPROVAL OF CONTRACT FOR RIDESHARE SERVICES WITH HOP SKIP DRIVE, INC**

The Board of Education is requested to approve a contract with HopSkipDrive Inc. for rideshare services for school-aged children.

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

Board Member Travanti\_\_\_\_, Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_,  
Board Member Gholar\_\_\_\_, Board President Lockerbie\_\_\_\_

[MUSD Transportation Coordination Services Agmt.pdf](#)

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

**11. 21/22-5096- BOARD DISCUSSION TO PEN A LETTER OF SUPPORT FOR GIRL SCOUT TROOP 2851**

The Board of Education will discuss whether or not to pen a letter of support for Monrovia Duarte Girl Scout Troop #2851, promoting equitable access to feminine hygiene products for women.

**K. INFORMATION ITEMS**

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

**1. BOARD POLICY 4112.8, EMPLOYMENT OF RELATIVES**

The Board of Education is requested to receive for first reading Board Policy 4112.8, *Employment of Relatives*, as recommended by the California School Boards Association (CSBA).

[BP 4112.8 Employment of Relatives.pdf](#)

**2. BOARD POLICY 4030, NONDISCRIMINATION IN EMPLOYMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to receive for first reading Board Policy 4030, *Nondiscrimination in Employment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 4030 Nondiscrimination in Employment.pdf](#)

[AR 4030 Nondiscrimination in Employment.pdf](#)

**3. ADMINISTRATIVE REGULATION, 4119.12, TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES AND EXHIBIT E**

The Board of Education is requested to receive for first reading Administrative Regulation 4119.12, Exhibit E, *Title IX Sexual Harassment Complaint Procedures*, as recommended by the California School Boards Association (CSBA).

[AR 4119.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)

[E4119.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)

**4. 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 - 051122.pdf](#)

**L. FUTURE MEETING DATES**

- May 19, 2022; 4pm - Jt. Personnel Comm./ Board of Education Mtg.
- May 25, 2022; 6:30 p.m. - Regular Board of Education Meeting
- June 9, 2022; 6:30 p.m. - Regular Board of Education Meeting
- June 22, 2022; 6:30 p.m. - Regular Board of Education Meeting

**M. NEW BUSINESS**

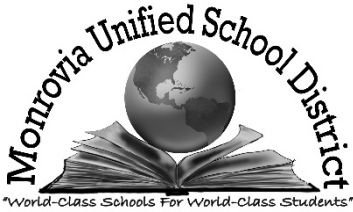
Open Houses:

- Santa Fe CSMS - May 26, 2022; 5pm

Other Dates to Calendar:

- SELPA Prom - May 12, 2022; 11am @ South El Monte HS
- Superstars of Music Showcase @ Taylor Performing Arts Center - May 12, 2022; 6:30 p.m.
- Monrovia Days Parade & Festival - May 13-15, 2022
- Memorial Day (All Sites Closed) - May 30, 2022

**N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING**



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

**BOARD OF EDUCATION CLOSED SESSION**

Wednesday, April 27, 2022

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

Wednesday, April 27, 2022

6:30 p.m. - Board Room

**UNADOPTED MINUTES**

**\*\*Pursuant to Govt. Code Sect. 54953(b), Board Member Hammond will participate in tonight's meeting via teleconference, at the following location: 108 Travertine St. Gardner, MT 50930. The teleconference location is open to the public and any member of the public will have an opportunity to address the Governing Board from the teleconference location in the same manner as if that person attended the regular meeting location. All action taken during this teleconferenced meeting shall be by roll call vote.\*\***

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

1. Called to Order at 5:15 p.m.
2. Public Comments for Items on the Closed Session Agenda  
**There were none.**

**B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 5:17 p.m.**

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

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

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

1. Meeting was called to order by Board President Lockerbie at 6:30 p.m.
2. Pledge of Allegiance was led by Adult Transition Program - Jennifer Johnson, Director of Special Education
3. Roll Call:
 

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

4. Report out of Closed Session
  - **Board President Lockerbie announced that the Board had voted unanimously to appoint Dr. Greg Gero as Director, Elementary Educational Services.**

## E. ORDER OF BUSINESS

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

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

2. Approved the Minutes of the Regular Board of Education Meeting on April 13, 2022.

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

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

[BM Mins - 041322.pdf](#)

## F. COMMUNICATIONS

3. Board Member Reports

- **Board Member Travanti** provided an recap of the Open Houses that occurred at Bradoaks ESA, Monroe ES, Plymouth ES & Wildrose SOCA. **Board Member Travanti** also shared on the "GATE Extravaganza" that occurred at Bradoaks ESA on April 23, 2022. **Board Member Travanti** also shared an update on the MAFA Art Show which occurred on April 24, 2022. Finally, **Board Member Travanti** reported on the "Mr. Monrovia" talent show which occurred on April 21, 2022, at MHS.
- **Board Clerk Anderson** provided a recap of the "Battle of the Bands" event that occurred at Monrovia High School on April 15, 2022. **Board Member Anderson** also provided a recap of the Monrovia PTA Council "Founders Day" celebration which occurred on April 14, 2022.
- **Board Vice-President Gholar** shared with the community about the memorial for late MHS teacher and MTA President, Anne Battle, which occurred on April 16, 2022.
- **Board President Lockerbie** provided a recap of the Earth Day event which occurred at Santa Fe CSMS on April 23, 2022.

4. Student Board Member Report

5. Report from the Superintendent

- **Dr. Smith** reminded the community that April 27, 2022, was "Administrative Professionals Day," and thanked his current administrative assistants for their hard work in support of him and the district, and thanked all of the district Administrative Assistants for all they do to support our staff and students.
- **Dr. Smith** announced that **Patti Stevenson** had been selected as the **2021-22 "CSEA Employee of the Year."** **Dr. Smith** also invited the community out to "Monrovia Days" which will occur on May 13-15, 2022, at Library Park. **Dr. Smith** also invited the community to support and attend Monrovia Reads "So All May Read" fundraiser scheduled for May 19, 2022. Finally, **Dr. Smith** invited the cast of the musical "13" to perform a number from their upcoming production.

## 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.

- **Sabrina Ramirez & Grace Young** representing Girl Scout Troop #2851, addressed the Board about period poverty and requested the Board consider penning a letter of support to send to state legislators authoring a bill to end this crisis.

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

**H. STAFF PRESENTATIONS**

**1. 21st CENTURY LEARNING ENVIRONMENT.** (*Dr. Greg Francois, Deputy Superintendent, Dr. Sue Kaiser, Asst. Supt. of Ed. Services, & Charles Poovakan, Chief Technology Officer*). The Board of Education received an informational report on 21st-century learning concepts and how these can affect classroom instruction.

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

**EDUCATIONAL SERVICES**

**1. 21/22-1091 - ADOPTION OF RECOMMENDED TEXTBOOK**

The Board of Education adopted the textbook, "*California Criminal Law Concepts*," by Pearson Learning Solutions, for the early college course "*Concepts of Criminal Law*."

**2. 21/22-1092 - COMPROMISE AND RELEASE AGREEMENT**

The Board of Education ratified a Compromise and Release agreement in regards to Student No. 2923580867 dated March 31, 2022.

[Settlement Agreement Report 7.pdf](#)

**3. 21/22-1095 - ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT**

The Board of Education approved the Advancement Via Individual Determination (AVID) College Readiness System Order for Monrovia Unified School District, Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School, effective from July 1, 2022, through June 30, 2023.

[2022-23 AVID Agreement.pdf](#)

**BUSINESS SERVICES**

**4. 21/22-2125 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education ratified purchase orders in the amount of \$270,469.98, issued March 25, 2022, through April 08, 2022, and payments in the amount of \$5,933,798.66, issued March 30, 2022, through April 14, 2022.

[BA Item 2125\(b-e\) Purchase Order Rpt 4-27-22.pdf](#)

**5. 21/22-2126 - DISTRICT CASH RECEIPTS**

The Board of Education received District cash receipts; Deposit Report No. 36, deposited April 11, 2022, for a total amount of \$572,339.62.

[BA Item 2126\(b\) Deposit Rpt #36 4-27-22.pdf](#)

**6. 21/22-2127 - BUDGETARY TRANSFERS AND REVISIONS**



The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2127\(b\) Budgetary Transfers 4-27-22.pdf](#)

#### **7. 21/22-2128 - CUMULATIVE OBJECT SUMMARY REPORTS**

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

[BA Item 2128\(b\) Cumulative Object Summary Rpt \(March 2022\) 4-27-22.pdf](#)

#### **8. 21/22-2129 - ACCEPTANCE OF GIFTS**

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2122-10.

[Acceptance of Gifts #2122-10 - 042722.pdf](#)

#### **9. 21/22-2130- PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education approved the Professional Service Agreements Report #14 for the Monrovia Unified School District 2021-22 SY.

[Professional Service Agmts #14 - 042722.pdf](#)

#### **10. 21/22-2131 - AGREEMENT WITH FOOD ED FOR OUTDOOR SCIENCE LAB AT BRADOAKS ELEMENTARY SCIENCE ACADEMY**

The Board of Education approved an agreement with Food Ed to create an outdoor science lab at Bradoaks Elementary Science Academy.

[BA Item 2131\(b\) Agreement with Food ED 4-27-22.pdf](#)

#### **11. 21/22-2132 - AGREEMENT WITH CHRISTY WHITE**

The Board of Education approved an agreement with Christy White to assist with the District's electronic attendance audit.

[BA Item 2132\(b\) Agreement with Christy White 4-27-22.pdf](#)

### **HUMAN RESOURCES**

#### **12. 21/22-4007 - PERSONNEL ASSIGNMENTS**

The Board of Education approved Personnel Assignments Report #17.

[2022-04-27 Personnel Report 17.pdf](#)

#### **13. 21/22 4009- AFFILIATION AGREEMENT BETWEEN PASADENA CITY COLLEGE DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved an Affiliation Agreement with Pasadena City College District allowing the Monrovia Unified School District to provide clinical education experiences to Speech-Language Pathology Assistants (SLPA).

[B220332 Monrovia Unified School District Pasadena College.pdf](#)

#### **14. 21/22-4013- QUARTERLY UNIFORM COMPLAINT**

The Board of Education received a quarterly Williams Uniform Complaint report.

[3rd quarter 2021 UCP Reporting signed.pdf](#)

### **BOARD BUSINESS**

#### **15. 21/22-5086 - BOARD POLICY 0400, *COMPREHENSIVE PLANS***

The Board of Education adopted Board Policy 0400, *Comprehensive Plans*, as recommended by the California School Boards Association (CSBA).

[0400 BP Comprehensive Plans.pdf](#)

#### **16. 21/22- 5087- BOARD POLICIES 4119.11, 4219.11, 4319.11, *SEXUAL HARASSMENT, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION***

The Board of Education adopted Board Policies 4119.11, 4219.11, 4319.11, *Sexual Harassment*, and its accompanying administrative regulation as recommended by the California School Boards

Association (CSBA).

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

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

**17. 21/22-5088- BOARD POLICY 5125, *STUDENT RECORDS*. AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education adopted Board Policy 5125, *Student Records*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5125 BP Student Records.pdf](#)

[5125 AR Student Records.pdf](#)

**18. 21/22-5089- BOARD POLICY 5141.4, *CHILD ABUSE*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education adopted Board Policy 5141.4, *Child Abuse*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[5141.4 AR Child Abuse.pdf](#)

[5141.4 BP Child Abuse.pdf](#)

**19. 21/22- 5090- BOARD POLICY 5148.3, *PRESCHOOL/EARLY EDUCATION*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education adopted Board Policy 5148.3, *Preschool/Early Education*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

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

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

**20. 21/22-5091- BOARD POLICY 6020, *PARENT INVOLVEMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

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

[6020 AR Parent Involvement.pdf](#)

[6020 BP Parent Involvement.pdf](#)

**21. 21/22-5092 - BOARD POLICY 6170.1, *TRANSITIONAL KINDERGARTEN***

The Board of Education adopted Board Policy 6170.1, *Transitional Kindergarten*, as recommended by the California School Boards Association (CSBA).

[6170.1 BP Transitional Kinder.pdf](#)

**22. 21/22-5093 – AGREEMENT FOR LEGAL SERVICES BETWEEN ATKINSON, ANDELSON, LOYA, RUUD & ROMA (AALRR) AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved a legal services agreement with Atkinkson, Andelson, Loya, Ruud & Roma (AALRR) for legal consultative services as needed for the period of April 28, 2022, through March 31, 2023.

[2022-23 Monrovia USD Agreement for Special Services.pdf](#)

**J. ACTION ITEMS (Non-Consent)**

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

**1. 21/22-1093 - PARTNERSHIP WITH THE UNIVERSITY OF WASHINGTON'S CENTER FOR EDUCATIONAL LEADERSHIP**

The Board of Education approved an agreement with the University of Washington's Center for Educational Leadership (CEL) for nine (9) days of professional development for administrators and instructional coaches during 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  
[CEL Monrovia Unified School District - 2022-23.pdf](#)

## **2. 21/22-1096 - AGREEMENT WITH LEARNER-CENTERED COLLABORATIVE (LCC)**

The Board of Education approved an agreement with Learner-Centered Collaborative (LCC) to collaborate with MUSD leadership to perform a series of foundational activities that will contribute to the development of the MUSD Strategic Plan.

Motion by Board Member Anderson, 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  
[2022 Learner Centered Collaborative Agmt.pdf](#)

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

### **3. 21/22-2133 - AGREEMENT WITH CALIFORNIA IT IN EDUCATION (CITE) FOR JOINT EDUCATION TECHNOLOGY (JET) REVIEW**

The Board of Education approved an agreement with CITE (California IT in Education) for services to evaluate the current Technology Department structure, policies, and procedures.

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 2133\(b\) Agreement with California IT in Education \(CITE\) 4-27-22.pdf](#)

### **4. 21/22-2134 - CONTRACT WITH CREATIVE BUS SALES**

The Board of Education approved a contract with Creative Bus Sales for the purchase of two (2) electrical buses.

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  
[BA Item 2134\(b\) Contract with Creative Bus Sales 4-27-22.pdf](#)

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

### **5. 21/22-4010 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"**

The Board of Education adopted Resolution No. 2122-22, declaring May 15-21, 2022, as "Classified School Employee Week," and urges all citizens to participate in observances that express their appreciation for classified employees.

Motion by Board Member Gholar, 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  
[2022 Classified Employee Week Resolution.pdf](#)

### **6. 21/22- 4011 - RESOLUTION IN HONOR OF "NATIONAL TEACHER APPRECIATION WEEK," AND "NATIONAL DAY OF THE TEACHER"**

The Board of Education adopted Resolution No. 2122-23, declaring May 3, 2022, as "National Day of the Teacher," and May 2-6, 2022, as "National Teacher Appreciation Week," and urges all citizens to participate in observances that express their appreciation for teachers.

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  
[2022 Teacher Appreciation Resolution.pdf](#)

**7. 21/22-4012 - RESOLUTION IN HONOR OF “SCHOOL HEALTH SERVICES APPRECIATION WEEK” AND “NATIONAL SCHOOL NURSE DAY”**

The Board of Education adopted Resolution No. 2122-24, declaring May 9-13, 2022, as “School Health Services Appreciation Week,” and that May 11, 2022, is recognized as “National School Nurse Day,” to recognize and honor the contribution of school nurses and health clerks to quality education in the state of California and the Monrovia Unified School District.

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  
[2022 School Nurse Day Resolution.pdf](#)

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

**8. 21/22-5094- RESOLUTION NO. 2122-25, DECLARING MAY 2022, AS “MENTAL HEALTH AWARENESS MONTH”**

The Board of Education adopted Resolution No. 2122-25, declaring the month of May 2022, as “Mental Health Awareness Month.”

Motion by Board Member Anderson, 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  
[MAY 2022 Mental Health Awareness Month.pdf](#)

**9. 21/22-5095 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2022 MONROVIA DAYS PARADE & FESTIVAL**

The Board of Education approved a Memorandum of Understanding between the District, the City of Monrovia, and Centre Stage Productions, for the organization and production of the upcoming 2022 Monrovia Days Parade & Festival on May 13-15, 2022.

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  
[2022 Monrovia Days MOU.pdf](#)

**K. INFORMATION ITEMS**

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

**1. PENDING BOARD ISSUES**

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

[Pending Board Issues - 042722.pdf](#)

**L. FUTURE MEETING DATES**

- May 11, 2022; 6:30 p.m. - Regular Board of Education Meeting

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

**M. NEW BUSINESS**

Open Houses:

- Santa Fe CSMS - May 26, 2022; 5pm

Other Dates to Calendar:

- Clifton Middle School & Centre Stage Production of "13" @ Clifton MS - May 4 & May 6, 2022; 6pm
- Superstars of Music Showcase @ Taylor Performing Arts Center - May 12, 2022; 6:30 p.m.
- Monrovia Days Parade & Festival - May 13-15, 2022
- Memorial Day (All Sites Closed) - May 30, 2022

**N. The REGULAR BOARD OF EDUCATION OPEN SESSION MEETING ADJOURNED at 8:02 p.m. in memory of City of Monrovia Treasurer, Stephen R. Baker.**

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Ryan D. Smith, Superintendent & Secretary of the Board

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Jennifer Anderson, Board Clerk

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 1. 21/22-1101 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT REGARDING THE CALIFORNIA CAREER TECHNICAL EDUCATION INCENTIVE GRANT

#### RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the California Technical Education Incentive Grant (CTEIG) from July 1, 2022, through December 31, 2023.

#### Rationale:

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing students with the knowledge and skills necessary to transition to employment and post-secondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs by the Monrovia Unified School District, who acts as a participating district for this grant, during the implementation of the Local Control Funding Formula (LCFF).

#### Background:

Charter Oak Unified School District (COUSD) has been elected to be the fiscal lead by the Foothill Consortium, a designated group of districts that includes Azusa Unified School District, Charter Oak Unified School District, Duarte Unified School District, and Monrovia Unified School District. COUSD has been assigned the sole responsibility to acquire, manage, and report all uses of grant funds in compliance with the California Career Technical Education Incentive Grant Program. All districts participating in the program have agreed to deliver to all terms and conditions set forth in this MOU in order for COUSD to fully comply with all program eligibility requirements.

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

For the grant term ending December 31, 2023, the Foothill Consortium has been awarded \$1 million, a portion of which shall be made available to the district according to the budget allocation of the MOU, approximately \$220,425.

#### Legal References:

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

#### Additional Information:

A copy of the Memorandum of Understanding is attached.

## ATTACHMENTS

- [CA Career Technical Education Incentive Grant MOU 2022-23.pdf](#)



California Career Technical Education Incentive Grant (CTEIG)  
A Memorandum of Understanding

The following is a Memorandum of Understanding (MOU) Between Charter Oak Unified School District (hereinafter referred to as COUSD), and Monrovia Unified School District (hereinafter referred to as "District") concerning the award, allocation and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG7),

I. **Background**

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs.

Education Code (EC) sections 53070-53076.4

COUSD has been elected to be the fiscal lead by the Foothill Consortium, a designated group of districts that includes COUSD and Azusa, Duarte, and Monrovia Unified School Districts, and has been assigned the sole responsibility to acquire, manage and report all uses of Grant funds in compliance with the California Career Technical Education Incentive Grant Program. All districts participating in the Program have agreed to adhere to all terms and conditions set forth in this Memorandum in order for COUSD to fully comply with all Program eligibility requirements.

II. **Duration of Memorandum of Understanding**

The duration of the MOU will be for the duration of the grant funding term of July 1, 2022 - December 31, 2023, unless otherwise modified or terminated by either party 30 days following the effective date of such written notice.

III. **Amount Awarded**

For the Grant Term ending December 31, 2023, the Foothill Consortium has been awarded \$1,000,000, a portion of which shall be made available to District, per allocation attachment. The grant payment will be dispersed to the Foothill Consortium pursuant to receipt of fully executed Memoranda of Understanding from all members of the Consortium and a signed Grant Award Notification (GAN). All funds must be expended within the dates designated and for not more than the maximum amount indicated on the GAN. Funding for subsequent Grant Term(s) will be subject to performance data and CDE review.

IV. **Responsibilities of the Parties**

**District:**

- A. Identify one district office individual and one site contact from each participating school to work with COUSD staff in the implementation of career pathways at participating schools.
- B. Report a 2:1 match for any funding received as follows: two dollars (\$2) for every one dollar (\$1) received.
- C. Provide assurance that all funds received shall be used only for the development and maintenance of CTE programs.
- D. Report and be prepared to show that all local educational agency (LEA) CTE expended funds under accounting goal codes 3800 (Vocational Education) or 6000 Regional Occupational Center and Programs (ROCPs).

**COUSD:**

COUSD shall assure that all districts participating under this MOU will meet all of the grant requirements as delineated in the RFA as follows:

- A. Offer high quality curriculum and instruction aligned with California Career Technical Education Model Curriculum Standards.
- B. Offer CTE pathway(s) that provide a coherent sequence of courses, are reported in CALPADS as CTE, and enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation from high school.
- C. Provide career exploration and guidance opportunities for all pathway learners.
- D. Provide support services for students, including counseling.
- E. Embed student leadership development into career pathway teaching and learning.
- F. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnership with postsecondary educational institutions.
- G. Form ongoing and meaningful industry and labor partnerships through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for pupils.
- H. Provide opportunities for pupils to gain access to pre-apprenticeships, internships, industry certifications, and work-based learning opportunities for industry to provide input to the career technical education programs and curriculum.
- I. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, leadership development, career technical student organizations, and other work-based learning opportunities.
- J. Reflect regional or local labor market demands and focus on current and emerging high-skill, high-wage, high-demand occupations.
- K. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- L. Provide skilled teachers with appropriate credentials, as well as skilled administrators and support staff members.
- M. Dedicate resources for professional development for CTE pathway teachers, including educator externships with industry.
- N. Provide opportunities for pupils who are individuals with exceptional needs to participate in all programs
- O. Report data as a program participation requirement to allow for evaluation of the program.

**V. Additional Provisions**

- A. The duly authorized officials of each respective party enter into this MOU.
- B. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- C. Nothing in this MOU is intended to negate or otherwise render ineffective any previous agreements.
- D. This MOU may be amended by the mutual written consent of the parties.
- E. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.

Approved By

Monrovia Unified School District

Charter Oak Unified School District

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### **2. 21/22-1102 - MEMORANDUM OF UNDERSTANDING BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT REGARDING THE K12 STRONG WORKFORCE PROGRAM**

#### **RECOMMENDATION**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District (COUSD) and Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K12 Strong Workforce Program Grant.

#### **Rationale:**

The California legislature introduced the K12 Strong Workforce Program as an ongoing statewide funding opportunity. It is designed to support K-12 local education agencies and community colleges in collaborating to create, improve, and expand career technical education courses, course sequences, programs of study, and pathways for students transitioning from secondary education and postsecondary education to living-wage employment. The focus of this particular grant proposal is to expand our Early College program into our Career Technical Education (CTE) pathways providing new opportunities for students to earn free college credit while improving their employable skills for their future careers. The grant will cover infrastructure and technology improvements necessary to raise our CTE instruction to the level required by Citrus College, professional development to prepare our CTE teachers, and instructional materials necessary for the expansion. Additionally, greater opportunities for work-based learning will be a goal of this grant including increasing our capacity for CTE guest speakers, job site visits, and student internships. Charter Oak Unified School District (COUSD) has been elected to be the fiscal lead by the Foothill Consortium, a designated group of districts that includes Azusa Unified School District, Charter Oak Unified School District, Duarte Unified School District, and Monrovia Unified School District. COUSD has been assigned the sole responsibility to acquire, manage, and report all uses of grant funds in compliance with the K12 Strong Workforce Program Grant. All districts participating in the program have agreed to deliver to all terms and conditions set forth in the MOU in order for COUSD to fully comply with all program eligibility requirements.

#### **Background:**

The K12 Strong Workforce Program Round 4 grant term began January 1, 2022. The grant term is tied to the associated legislation and state budget term that provided the funding for the grant. This round of K12 Strong Workforce Program funding occurred during the 21/22 fiscal year. The actual distribution of funds does not occur until June 2022. Local Education Agencies (LEAs) have until June 30, 2024, to expend all funds for this grant term.

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

For the grant term ending June 30, 2024, the Foothill Consortium has been awarded \$927,330, a portion of which shall be made available to the district according to the budget allocation of the MOU.

**Legal References:**

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

**Additional Information:**

A copy of the Memorandum of Understanding is attached.

**ATTACHMENTS**

- [K12 Strong Workforce Program MOU 22-23.pdf](#)

K12 Strong Workforce Program  
A Memorandum of Understanding

The following is a Memorandum of Understanding (MOU) Between Charter Oak Unified School District (hereinafter referred to as COUSD), and Monrovia Unified School District (hereinafter referred to as "District") concerning the award, allocation and required use of funds confirmed in the K12 Strong Workforce Program (K12 SWP4).

**I. Background**

The California legislature introduced the K12 Strong Workforce Program (K12 SWP) as an ongoing statewide funding opportunity. It is designed to support K-12 local education agencies (LEAs) in creating, improving, and expanding career technical education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

COUSD has been elected to be the fiscal lead by the Foothill Consortium, a designated group of districts that includes COUSD and Azusa, Duarte, and Monrovia Unified School Districts, and has been assigned the sole responsibility to acquire, manage and report all uses of Grant funds in compliance with the K12 SWP. All districts participating in the Program have agreed to adhere to all terms and conditions set forth in this Memorandum in order for COUSD to fully comply with all Program eligibility requirements.

**II. Duration of Memorandum of Understanding**

The duration of the MOU will be for the duration of the grant funding term of January 1, 2022- June 30, 2024 for K12 SWP Round 4 (allocation of funds will begin approximately June, 2022), unless otherwise modified or terminated by either party 30 days following the effective date of such written notice.

**III. Amount Awarded**

For K12 SWP Round 4, the Foothill Consortium has been awarded \$927, 330, a portion of which shall be made available to District (see attachment). The grant payment will be disbursed to the Foothill Consortium Fiscal Lead pursuant to receipt of fully executed Memoranda of Understanding from all members of the Consortium and a signed Grant Award Notification (GAN). All funds must be expended within the dates designated and for not more than the maximum amount indicated on the GAN.

**IV. Responsibilities of the Parties**

**District:**

- Identify one district office individual and one site contact from each participating school to work with COUSD staff in the implementation of career pathways at participating schools.
- Report a 2:1 match for any funding received as follows: two dollars (\$2) for every one dollar (\$1) received.
- Submit necessary documents and fiscal reporting, such as financial match report, into NOVA or designated reporting website/system.
- Provide assurance that all funds received shall be used only for the development and maintenance of CTE programs.
- Report and be prepared to show that all local educational agency (LEA) CTE expended funds under accounting goal codes 3800 (Vocational Education) or 6000 Regional Occupational Center and Programs (ROCPs).

**COUSD:**

- V. COUSD shall assure that all districts participating under this MOU will meet all of the grant requirements as delineated in the RFA, with the primary objectives to be the following:

- Submit necessary documents and fiscal reporting, including expenditure reports and financial match reports, into NOVA or designated reporting website/system.
- To support essential collaboration across education systems between the K-12 sector and community colleges, with involvement from industry, businesses, and organizations in strengthening CTE programs and pathways aligned with regional workforce needs
- To support LEAs in developing and implementing high-quality, K-14 CTE course sequences, programs, and pathways that:

- Facilitate K-12 student exploration and selection of learning opportunities leading to career paths.
- Build foundational career path skills and knowledge essential to subsequent success in college and early career exploration.
- Enable a seamless and successful transition from secondary to postsecondary education within the same or related career paths.
- Lead to completion of industry-valued certificates, degrees, or transfers to four-year university or college.
- Prepare students upon completion of education to enter into employment in occupations for which there is documented demand and which pay a livable wage.
- Contribute toward meeting the projected need for one million completers of CTE programs aligned with the state's labor markets.

V. **Additional Provisions**

- A. The duly authorized officials of each respective party enter into this MOU.
- B. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- C. Nothing in this MOU is intended to negate or otherwise render ineffective any previous agreements.
- D. This MOU may be amended by the mutual written consent of the parties.
- E. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.

Approved By

Monrovia Unified School District

Charter Oak Unified School District

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Signature

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 3. 21/22-1104 - FINAL SETTLEMENT AGREEMENT

#### RECOMMENDATION

The Board of Education is requested to ratify a Final Settlement agreement in regards to Student No. 7121848724 dated April 28, 2022.

#### Rationale:

Board approval is required for payment of educationally related services and attorney fees for the Compromise and Release Agreement, which releases all disputes and claims for Monrovia Unified School District Special Education Student No. 7121848724.

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

The total cost of the Final Settlement Agreement is \$11,625.00

#### 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 8.pdf](#)



Compromise and Release Agreement  
Student No. 7121848724  
Report #8

Compensatory Education for Academic Remediation through June 30, 2023	\$6,375.00
Yarjianian and Associates Attorney Fees	\$5,250.00

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 4. 21/22-1106 - CAREER TECHNICAL EDUCATION APPLICATION FOR 2022-23 FUNDING (CARL D. PERKINS GRANT)

#### RECOMMENDATION

The Board of Education is requested to approve the Career Technical Education Application for 2022-23 Funding (Carl D. Perkins Grant).

#### Rationale:

The Career Technical Program at Monrovia High School is a key component of preparing students to transition from school to career, whether at a post-secondary institution or a technical school. The approval of this application will help fund the enhancement and expansion of career-technical pathway programs.

#### Background:

The California Department of Education is providing a one-time allocation for Career-Technical Education (CTE) programs in grades seven through twelve for the fiscal year 2022/23. The allocation must be used solely to support high-quality CTE programs by (1) purchasing CTE equipment; (2) purchasing CTE supplies; (3) purchasing online programs for student use; or (4) making improvements to remove old equipment or utilize new equipment; (5) professional development of CTE instructors. Monrovia Unified School District's CTE program will use these funds to purchase equipment that will be used to provide teachers and students with training and obtain technical expertise to take industry-based licensing exams or obtain industry certification. These funds will also be used to purchase robotics equipment, and equipment and supplies for the automotive, photography, information technology and gaming, digital media arts, and sports medicine pathways. Each district participating in a CTE program shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employers. Monrovia Unified School District does, by the authority of the Board, facilitate this Career-Technical Advisory Committee. The committee consists of one or more representatives of local industry sectors in addition to all CTE teachers, a site administrator, and the Director of Counseling, College and Careers, knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Employment Development Department.

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

This Carl D. Perkins Grant will provide \$44,761 to support Career-Technical Programs as outlined in the budget narrative included in the application.

#### Additional Information:

A copy of the Career Technical Education Application for 2022-23 Funding is attached.

## ATTACHMENTS

- [Perkins Application 2022-23.pdf](#)



# Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

## 2022-23 Section I - State Assurances and Certifications

### Quick Facts Box

Allocation Amount	\$44,761.00
Budgeted Amount	\$44,761.00
Indirect Amount	\$2,131.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 13, 2022 11:59 PM
Application Status	Submitted For Review on Apr 29 2022
GAN Status	GAN has not been processed or sent to LEA
Fiscal Activity	No fiscal activity
Approved Claims	

\* Subject to change based on Capital Outlay and actual expenditures

### Certifications Sign-off

This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Strengthening Career and Technical Education Act for the 21st Century Act (Perkins V).

The following Assurances, Certifications, and Grant Conditions are requirements of applicants and grantees as a condition of receiving funds. Applicants do not need to sign and return the general assurances and certification with the application; Every year, the local educational agencies (LEA) must download them, collect the appropriate signatures (please sign & date even the ones that don't specifically have a space for it), and keep them on file to be available for compliance reviews, complaint investigations, or audits.

- [California Department of Education General Assurances](#)
- [Drug Free Workplace Certification](#)
- [U.S. Department of Education Debarment and Suspension](#)
- [U.S. Department of Education Lobbying](#)
- [Perkins V Assurances and Certifications](#)
- [2022-23 Grant Conditions](#)

## LEA Sign-off

- This application is a commitment to comply with the following assurances, certifications, terms, and conditions associated with the Strengthening Career and Technical Education for the 21st Century Act (Perkins V).

## CDE Review and Sign-off

### CDE Comments

- Section Approved
- 

California Department of Education  
1430 N Street  
Sacramento, CA 95814

[Web Policy](#)



# Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

2022-23 Section II - Stakeholders

### Quick Facts Box

Allocation Amount	\$44,761.00
Budgeted Amount	\$44,761.00
Indirect Amount	\$2,131.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 13, 2022 11:59 PM
Application Status	Submitted For Review on Apr 29 2022
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Approved Claims	

\* Subject to change based on Capital Outlay and actual expenditures

### Special Population Stakeholders

The Strengthening Career and Technical Education For the 21st Century Act (Perkins V) requires local educational agencies (LEAs) to implement strategies To overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups listed below have contributed to the LEA's Comprehensive Local Needs Assessment for the 2020–21 Perkins V application.

Each special population category must be signed by the LEA's designated administrator or the certificated representative responsible for that program.

Download the [Sign-off Form](#) for Representatives of Special Populations, collect the appropriate signatures, and keep the form on file to be available for compliance reviews, complaint investigations, or audits.

Students with Disabilities (Special Education Coordinator/Administrator)

Name Jennifer Johnson  
 Title Director of Special Education

**Economically Disadvantaged (Title I Coordinator/Administrator)**

Name Greg Francois  
 Title Deputy Superintendent

**Students Preparing for Non-Traditional Fields (Title IX Coordinator/Administrator)**

Name Greg Francois  
 Title Deputy Superintendent

**Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)**

Name Greg FrancoisGreg Francois  
 Title Deputy Superintendent

**Out-Of-Workforce Individuals (Title IX Coordinator/Administrator)**

Name Greg Francois  
 Title Deputy Superintendent

**English Language Learners (English Learner Coordinator/Administrator)**

Name Greg Francois  
 Title Deputy Superintendent

**Homeless**

Name Greg Francois  
 Title Deputy Superintendent

**Youth who are In, or who have aged out Of, the foster care system**

Name Greg Francois  
 Title Deputy Superintendent

**Youth with a parent who is on active duty In the military**

Name Greg Francois  
 Title Deputy Superintendent

Edit

## CTE Teacher Matrix

For every CTE teacher in the LEA, enter the following information:

1. CTE-eligible credential

1A) For each CTE teacher assisted w/ Perkins funds, enter the name of the teacher as it appears on the CTE-eligible credential.

1B) Enter the document number of the CTE-eligible credential. We look up 100% of the entries on the CTC website.

1C) Enter the document title of the CTE-eligible credential (i.e., credential type: CTE, Designated Subjects, Vocational, Single Subject, etc).



# Strengthening Career and Technical Education for the 21st Century Act (Perkins V)

## 2022-23 REPRESENTATIVES OF SPECIAL POPULATIONS

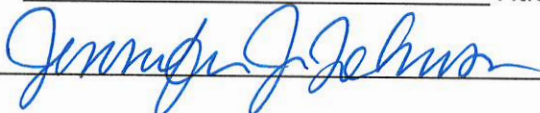
The Strengthening Career and Technical Education for the 21st Century Act (Perkins V) requires local educational agencies (LEAs) to implement strategies to overcome barriers that may be lowering special population students' rates of access to or success in career technical education (CTE) programs assisted with the funds. CTE programs must be designed to enable special population students to meet the performance level targets established for the programs. These programs must also provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations.

This form confirms that the LEA coordinators or administrators responsible for each of the programs associated with special population groups listed below have contributed to the LEA's Comprehensive Local Needs Assessment for the 2020–21 Perkins V application.

Each special population category must be signed by the LEA's designated administrator or the certificated representative responsible for that program.

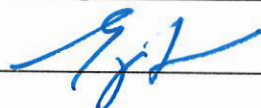
### Students with Disabilities (Special Education Coordinator/Administrator)

Printed Name Jennifer Johnson Title Director of Special Education

Signature  Date 05/02/2022

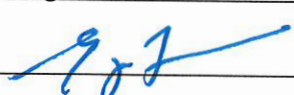
### Economically Disadvantaged (Title I Coordinator/Administrator)

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

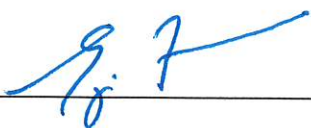
### Students Preparing for Non-Traditional Fields (Title IX Coordinator/Administrator)

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

### Single Parent or Single Pregnant Women (Title IX Coordinator/Administrator)

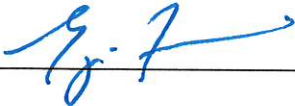
Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

**Out-Of-Workforce Individuals** (Title IX Coordinator/Administrator)


Note: Required only on Section 132 (Adult) applications

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

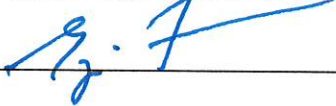
**English Language Learners** (English Learner Coordinator/Administrator)

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

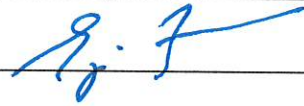
**Homeless**

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

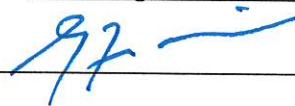
**Youth who are in, or who have aged out of, the foster care system**

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

**Youth with a parent who is on active duty in the military**

Printed Name Dr. Greg Francois Title Deputy Superintendent

Signature  Date 04/29/2022

1D) Enter the subject description of the CTE-eligible credential (i.e., subject authorization). For credentials issued 2008 or later, the subject description should match one of the 15 industry sectors. For credentials issued before 2008 ('Designated Subjects Vocational'), the subject descriptions do not conform to the 15 industry sectors and come from a nearly infinite variety of job titles—type the one from the credential into this field.

2. The subject of the credential matches the pathway assigned.

2A) For each CTE teacher assisted w/ Perkins funds, enter the local name of the site.

2B) Enter the name of the site of the pathway.

2C) Enter the local name of the pathway if it's different from the name of the pathway as coded in CALPADS.

2D) Enter the official CALPADS pathway name; i.e., the name of the CTE Model Curriculum Standards the teacher covers. If the same teacher is assigned to two or more pathways, list him/her two or more times.

### 1) Teacher Credential and CTE-Eligibility

1A) Teacher's Name

1B) CTE-Eligible Credential Document Number

1C) Document Title

1D) Subject Description

Select a subject description

### 2) Does the Credential Match the Assignment?

2A) Site Name

2B) Local Name of Pathway

2C) CALPADS Pathway Name

Submit Teacher

1A) CTE Teacher's Last Name	1C) Document Title/ 1D) Subject Description	2A) Site Name	2C) CALPADS Pathway	Status	Comments	Action
Carlson, Anthony Lynn	Career Technical Education Teaching	Monrovia High	Information and Communication	Submitted By LEA		Delete

	Credential -- Information & Communication Technologies		Technologies -- Software and Systems Development			<a href="#">Review</a>
Mercado, Kevin Candido	Career Technical Education Teaching Credential -- Health Science & Medical Technology	Monrovia High	Health Science and Medical Technology -- Patient Care	Submitted By LEA		<a href="#">Delete</a> <a href="#">Review</a>
Montenegro, Richard Anthony	Career Technical Education Teaching Credential -- Transportation	Monrovia High	Transportation -- Systems Diagnostics, Service, and Repair	Submitted By LEA		<a href="#">Delete</a> <a href="#">Review</a>
Nelson, Grant March	Career Technical Education Teaching Credential -- Arts, Media, & Entertainment	Monrovia High	Arts, Media, and Entertainment -- Design, Visual, and Media Arts	Submitted By LEA		<a href="#">Delete</a> <a href="#">Review</a>
TBD, TBD TBD	Career Technical Education Teaching Credential -- Arts, Media, & Entertainment	Monrovia High	Arts, Media, and Entertainment -- Design, Visual, and Media Arts	Submitted By LEA		<a href="#">Delete</a> <a href="#">Review</a>

[Export to Excel](#)

### LEA Sign-off

As the duly authorized representative of the local educational agency applying for the Strengthening Career and Technical Education for the 21st Century Act, 2022-23 funding, I confirm that the LEA coordinators or administrators responsible for each of the programs associated with special population groups have contributed to the LEA's Comprehensive Local Needs Assessment for this application.

### CDE Review and Sign-off

#### CDE Comments

**Section Approved**

[Save](#) [Save and Continue to Section III](#)



# Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

2022-23 Section III - State Determined Performance Levels

### Quick Facts Box

Allocation Amount	\$44,761.00
Budgeted Amount	\$44,761.00
Indirect Amount	\$2,131.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 13, 2022 11:59 PM
Application Status	Submitted For Review on Apr 29 2022
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Fiscal Activity	No fiscal activity
Approved Claims	

\* Subject to change based on Capital Outlay and actual expenditures

Indicators	Baseline Level	Performance Levels			
		FY 2020	FY 2021	FY 2022	FY 2023
1S1: Four-Year Graduation Rate	88.10%	89.10%	89.10%	91.10%	91.10%
1S2: Extended Graduation Rate	N/A	N/A	N/A	N/A	N/A
2S2: Academic Proficiency in Rereading Language Arts	60.60%	62.00%	62.00%	63.40	63.40%
2S2: Academic Proficiency in Mathematics	33.00%	34.50%	34.50%	36.50%	36.50%
2S3: Academic Proficiency in Science	27.70%	28.20%	28.20	31.20%	31.20%
3S1: Post-Program Placement (Optional for adult/Section 132)	67.20%	68.00%	68.00%	69.40%	69.40%
4S1: Non-traditional Program Concentration (Optional for adult/Section 132)	20.80%	20.80%	20.80%	21.00%	21.00%
5S1: Program Quality – Attained Recognized Postsecondary Credential (Optional for adult/Section 132)	N/A	N/A	N/A	N/A	N/A
5S2: Program Quality – Attained Postsecondary Credits	21.60%	23.90%	23.90	26.20%	26.20%
5S3: Program Quality – Participated in Work-Based Learning	N/A	N/A	N/A	N/A	N/A

5S4: Program Quality - Other	N/A	N/A	N/A	N/A	N/A
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The table above lists the State Determined Performance Levels (SDPLs) (formerly State Targets) for every sub-group. Note that future targets are likely to change as actual state-wide performance levels are gathered.

The Perkins V law defines special populations as individuals with disabilities; individuals from economically disadvantaged families, including low-income youth and adults; individuals preparing for nontraditional fields; single parents, including single pregnant women; out-of-workforce individuals; English language learners; homeless individuals; youth who are in, or who have aged out of, the foster care system; and youth with a parent who is on active duty in the military.

For reporting purposes in Perkins V, a 'completer' is defined as a student who has completed a high-quality CTE pathway of not less than 300 hours, with a C- or better in the capstone class, and exited secondary education.

Under Perkins V, California defines a 'concentrator' as a student who has completed a high-quality CTE pathway of not less than 300 hours, with a C- or better in the capstone class, and exited secondary education.

California's College/Career Readiness Indicator (CCI) tracks graduation cohorts who also meet one or more defined categories. For categories involving CTE completion, the student must have completed a high-quality CTE pathway of not less than 300 hours with a C- or better in the capstone class.

### LEA Sign-off

LEA Section Sign-off

### CDE Review and Sign-off

#### CDE Comments

Section Approved

California Department of Education  
 1430 N Street  
 Sacramento, CA 95814

Web Policy





# Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

## 2022-23 Section IV - Comprehensive Local Needs Assessment (CLNA) Reporting Template & Local Application Requirements

### Quick Facts Box

Allocation Amount	\$44,761.00
Budgeted Amount	\$44,761.00
Indirect Amount	\$2,131.00 *
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### Introduction

The Strengthening Career and Technical Education for the 21st Century Act (Perkins V) requires all eligible recipients of Perkins V funds to complete a Comprehensive Local Needs Assessment (CLNA) and use that information to develop the eligible recipient’s local application plan. One of the most significant changes within the Perkins V federal legislation is the introduction of the CLNA. Conducting the CLNA is described under Perkins V subsection 134(c), and developing the local application is described in Perkins V subsection 134(b). The CLNA must be completed by eligible grant recipients of Perkins V funds at the beginning of the grant period and updated at least once every two years.

Perkins V requires eligible grant recipients to use a data-driven decision-making process on local planning and spending on career technical education (CTE). The CLNA is a review of a number of elements, including student performance data, especially gaps among sub-groups of special populations; labor market needs; educator development; equity and access for special populations, and program size, scope and quality. To validate the information obtained through the CLNA, an eligible Perkins V grant recipient shall involve a diverse body of stakeholders, including, at a minimum—secondary and postsecondary educators, business and industry partners, parents and students among others. More importantly, local planning, program, and funding decisions must be based on the CLNA with the primary purpose of improving overall performance and reducing performance gaps between different special population subgroups.

The goal of the CLNA is to help educators identify, understand, and prioritize the needs that districts and schools must address to improve performance and decrease performance gaps. Identifying priority needs is the first in a series of closely tied steps that also include understanding root causes that contribute to the areas of need, selecting evidence based strategies that address those areas, preparing for and implementing selected strategies, and evaluating whether those strategies are addressing improvement needs and achieving desired results.

## Directions

Each question below is meant to be a concise and complete summary of the CLNA developed by each local educational agency (LEA). The [Workbook To Accompany the CLNA Reporting Template](#) offers a more in-depth exploration of each question from the [CLNA Reporting Template](#) to guide and inspire LEAs as they engage their required stakeholders in the construction of their CLNA. Each section is based on a separate requirement from the Perkins V law, Section 134(b)(1–9) and subsection c, of what must be contained in a CLNA and a local Perkins application.

The responses from the seven questions in the 'CLNA Reporting Template' and the subsequent eight questions in the 'Meeting the Perkins V Local Application Requirements' are required to be:

1. Included in the annual Perkins renewal application via the California Department of Education's (CDE) online Program Grant Management System, Section IV
2. Printed and signed by the LEA Perkins Coordinator and Stakeholder/CTE Advisory Committee Chairperson, to be kept on file and available for compliance reviews, reviews, complaint investigations, or audits, along with all other evidence of a complete CLNA process.

## CLNA Reporting Template

### 1. Section 134(c)(d)(e): Stakeholder Consultation on the CLNA, Dates, Content, and Membership:

#### i. What was the date of the eligible grant recipient's most recent district-wide CTE Advisory or Stakeholder Engagement meeting that served as the source for constructing the LEA's CLNA?

03/15/2022

(Maximum 5000 Characters  $\cong$  2.78 pages)

#### ii. The basis for that meeting should have included a discussion/agreement of the eligible grant recipient's Perkins V accountability indicators plus a self-evaluation, as detailed in the "Workbook to Accompany the CLNA Reporting Template." Was the eligible grant recipient's previous self-evaluation based on the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV) "11 Elements of a High-Quality CTE Program" aka the "CTE Self-Review," the CTEIG Self Review Rubric, or Workbook to Accompany the CLNA Reporting Template? How will the eligible grant recipient move towards the 12 Essential Elements of a High-Quality College and Career Pathway, which are supported by the Guiding Policy Principles to Support Student-Centered K–14+ Pathways, established by the California Workforce Pathways Joint Advisory Committee (CWPJAC)? The Guiding Policy Principles to Support Student-Centered K–14+ Pathways can be found on the CWPJAC's web page at, <https://www.cde.ca.gov/ci/ct/gi/guidingpps.asp>.

The advisory council reviewed and discussed the CTE program's current status, as well as the support needed for areas of growth. The data reviewed included the CDE High-quality CTE program evaluation, local site data, disaggregated student performance, and postsecondary student outcomes for all students. The council also discussed the 11 elements of High-Quality CTE programs and how our program is progressing in each of those areas.

(Maximum 5000 Characters  $\cong$  2.78 pages)

#### iii. What is the date of the eligible grant recipient's next district-wide CTE Advisory or Stakeholder Engagement meeting that will review, evaluate, & identify needs per Section 134(c), Comprehensive Needs Assessment, and Section 134(e), Continued Consultation?

09/14/2022

(Maximum 5000 Characters  $\cong$  2.78 pages)



- iv. **For the meeting reported in question 1A, were all required categories of stakeholders present? If not, list which categories of stakeholders were missing and describe the effort in getting them there. What will be done to ensure they will be present for the next stakeholder engagement meeting to update the CLNA and to evaluate the effectiveness of previous strategies chosen?**

The CLNA was summarized and reviewed by CTE teachers, business partners, students, CTE parent(s), district directors, adult ed workforce development representatives, chamber of commerce representatives, counselors/coordinators for students with disabilities, and site CTE administrators. The CLNA was later also reviewed by other stakeholders not present in the advisory council including cabinet and board members. An effort was made to include general education counselors.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

**2. Section 134(c)(2)(A): Student Performance on Required Performance Indicators (Disaggregated):**

- i. **Responses must include a description of which of the seven required evaluative data “Indicators” from Section 3 in which the LEA has not made progress towards meeting the State Determined Performance Levels (SDPLs).**
- ii. **For each of those “Indicators,” list the strategies for improvement that have been in place for three or more years, and describe how the LEA will change those strategies in order to meet the SDPLs.**
- iii. **Finally, include a description of any other performance metrics used by the LEA, quantitative or qualitative, by which to measure and track improvements to the LEA’s CTE program and summarize the LEA’s performance across those metrics.**

The Monrovia High School CTE programs have made gains in overall participation, competition of CTE pathways, EL participation increased 20 (2021) students to 22 (2022), an crease of 10%. Students with disabilities we had a decreased from 73 (2021) to 62 (2022), a decrease participation of 15%. Socio-economically disadvantaged student participation we had an increase from 245 (2021) to 255 (2022).  
(Maximum 15000 Characters  $\cong$  8.3 pages)

**3. Section 134(c)(2)(B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students**

The MHS CTE department continues to make gains in improving CTE participation, internship opportunities, and professional certification opportunities across all pathways. In lieu of running separate media campaigns, the CTE department is working to consolidate the promotion of the program as a whole. The summer internship program also continues to grow to serve all 11th and 12th-grade CTE students.  
(Maximum 5000 Character  $\cong$  2.78 pagess)

**4. Section 134(c)(2)(C): Progress Towards Implementation of CTE Programs of Study**

Teachers and students received additional training in Certiport and ASE certifications. Additionally, internships and other work-based learning opportunities are available for all CTE pathway students. CTE teachers continue to evaluate the utility of specific certifications to ensure that students graduate competitively. CTE teachers have also developed common grading practices to better reflect the mission of the department as well as clarify the level of expectation for the program.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

**5. Section 134(c)(2)(D): Improving recruitment, retention, and training of CTE teachers and paraprofessionals, including underrepresented groups**

All Monrovia High School CTE teachers are highly qualified CTE-credentialed, and possess industry expertise in their fields. Recruitment and retention continue to be a challenge. Multiple staffing changes occurred this year at our site and we will need to replace one Pathway instructor for next year.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

**6. Section 134(c)(2)(E): Progress Towards Equal Access to CTE Programs for All Students. In your summary of the discussion with Stakeholders, you must describe each of the following three points. Strategies to overcome barriers that result in:**

- i. **improve rates of access to, or performance gaps in, the courses and programs for special populations;**

The Monrovia High School CTE program has shown an increase in concentrators and completers in all disaggregated student groups. However, there remains work to continue to increase the participation of English Learners and Students with Disabilities. In order to achieve this goal, there will be additional professional development to address teaching strategies, professional development to inform staff of new

career readiness state measures for students with disabilities, and outreach targeted to English Learners and their families.

(Maximum 5000 Characters  $\cong$  2.78 pages)

**ii. providing programs that are designed to enable special populations to meet the local levels of performance;**

Professional development will be provided to address the special needs of English Learners and Students with Disabilities. Additionally, collaboration with SPED staff including the Director of SPED and the counselor/coordinator of the workability program will take place. To further support the English Learner population, further collaboration and strategy exploration will take place with the English Learner program TOSA to target student and family needs with regard to the Monrovia High School CTE program.

(Maximum 5000 Characters  $\cong$  2.78 pages)

**iii. providing activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations in competitive, integrated settings that will lead to self-sufficiency.**

Professional development and additional collaboration will take place to assist CTE teachers to promote participation in and completion of pathways for students with disabilities and English learners. Additionally, opportunities will be explored through our Foothills Consortium for connecting special needs students with internships.

(Maximum 5000 Characters  $\cong$  2.78 pages)

**7. Section 134(c)(2)(B)(ii): Alignment to Labor Market Information**

The CTE pathways at Monrovia High School have been specifically designed to address regional labor market information. The participation in the Foothill Consortium gives CTE teachers and administrators access to local professional networks and higher ed institutions as well as the Employment Development Department and local Chamber of Commerce through the continued partnership with a local economic development partnership. To continue progress in this area, CTE teachers and administrators will work to increase the network of business partners to reach beyond the Foothill consortium and include the Greater Los Angeles area.

(Maximum 5000 Characters  $\cong$  2.78 pages)

## Local Application Requirements

Once the LEA completes their CLNA Reporting Template above, the LEA must use that information to address the nine separate required elements identified within the Perkins V legislation. The elements are provided below and must be completed by the LEA and then entered along with the CLNA Reporting Template into the CDE online Program Grant Management System, Section 4.

**1. Section 134(b)(2)(A-C) refers to information on the CTE course offerings and activities that the eligible recipient will provide with funds under this part, which shall include not less than one program of study approved by a State under Section 124(b)(2). Indicate how the results of the CLNA:**

- i. informs the selection of the specific CTE programs and activities selected to be funded;**
- ii. describes any new programs of study the eligible recipient will develop and submit to the State for approval;**
- iii. shows how students, including students who are members of special populations, will learn about their school's CTE course offerings and whether each course is part of a CTE program of study.**

The CTE pathways that will be funded were selected because the students and teachers of these pathways require extra support and strategies to create equitable outcomes for students with disabilities and English Learners. The goal of the funding for the Arts, Media, & Entertainment, Information Technology, Health/Patient Care, and Transportation pathways is to improve student performance assessments, namely participation rate, completion rate, certification rate, internship/job placement, college program acceptance, and Career Readiness measures specific to the College Career Indicator of the CA School Dashboard. A new pathway will be implemented next year that utilizes the Project Lead the Way ecosystem of coursework and recognition. All programs will be part of the outreach program to middle schools whose feeder CTE programs.

(Maximum 5000 Characters  $\cong$  2.78 pages)

**2. Section 134(b)(3)(A-C) refers to how the eligible recipient, in collaboration with local workforce development boards and other local workforce agencies, one-stop delivery systems, and other partners, will use the information provided through the CLNA to describe the following:**

- i. **career exploration and career development coursework, activities, or services;**
- ii. **career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations;**
- iii. **an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program.**

Perkins funding will be used to incorporate career exploration, activities, and services by preparing students for high-demand, high-wage industry sector jobs and providing industry-standard tools to train on. The Arts, Media, & Entertainment, Patient Care, Transportation, Information Technology pathways provide students with work-based learning opportunities resulting in opportunities for students to earn industry-recognized certifications. An organized system of career guidance and counseling is available to students in grades 6-12 including a system of career exploration activities throughout middle and high school. This includes more specific work-based learning and workplace preparation for students in Career Technical Education pathways.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

3. **Section 134(b)(4): describe how the eligible recipient will improve the academic and technical skills of students participating in CTE programs by strengthening the academic and CTE components of such programs through the integration of coherent and rigorous content aligned with challenging academic standards and relevant CTE programs to ensure learning in the subjects that constitute a well-rounded education (as defined in section 8101 of the Elementary and Secondary Education Act of 1965). Use the information provided through the CLNA to answer the content of this section.**

The Monrovia CTE pathways are outlined in Programs of Study incorporating standards-based curriculum, and rigorous, project-based learning opportunities for students. Perkins funding will be used to provide additional planning/collaboration time for CTE teachers to integrate content-aligned POS including academic standards as well as develop curricula that retain relevancy to their respective industries. The Programs of Study will include work-based learning continuum activities to create awareness, exploration, and preparation for the workplace for CTE students.

4. **Section 134(b)(5)(A-D): describe how the eligible recipient will:**
- i. **provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency;**
  - ii. **prepare CTE participants for non-traditional fields;**
  - iii. **provide equal access for special populations to CTE courses, programs, and programs of study; and**
  - iv. **ensure that members of special populations will not be discriminated against on the basis of their status as members of special populations. Use the information provided through the CLNA to answer the content of this section.**

**Use the information provided through the CLNA to answer this content of this section.**

Perkins funding will be used to provide work-based learning opportunities for special populations including access to internships and field trips/worksites visits. Field trips and worksite visits will include non-traditional students to provide career awareness, exploration, and preparation. Field trips and other work-based learning opportunities will be accessible to and inclusive of all student populations including special education and English learners.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

5. **Section 134(b)(6): describe the work-based learning opportunities that the eligible recipient will provide to students participating in CTE programs and how the recipient will work with representatives from employers to develop or expand work-based learning opportunities for CTE students, as applicable. Use the information provided through the CLNA to answer the content of this section.**

Perkins funding will be used to provide additional preparation and guidance for students earning industry-recognized certifications including creating a certification culture in the CTE program with the use of site certifications and progressing toward industry-recognized certifications in all pathways.  
(Maximum 5000 Characters  $\cong$  2.78 pages)

6. **Section 134(b)(7): describe how the eligible recipient will provide students participating in CTE programs with the opportunity to gain postsecondary credit while still attending high school, such as through dual or concurrent enrollment programs or early college high school, as practicable. Use the information provided through the CLNA to answer the content of this section.**

Students will have opportunities to earn CTE postsecondary credit in digital media arts, and automotive articulated courses. Additionally, the district is working with the local community college to articulate sports med/kinesiology classes which will eventually give students the opportunity to earn an Associate's Degree for Transfer in Kinesiology/Sports Med. starting in the 22-23 school year.

(Maximum 5000 Characters  $\cong$  2.78 pages)

7. **Section 134(b)(8): describe how the eligible recipient will coordinate with the eligible agency and institutions of higher education to support the recruitment, preparation, retention, and training, including professional development, of teachers, faculty, administrators, and specialized instructional support personnel. Use the information provided through the CLNA to answer the content of this section.**

The MHS CTE teachers interact regularly with the local community college Career College Specialist who coordinates business advisory councils as well as industry-specific advisory councils. The Career College Specialist and the CTE teachers collaborate on professional development, alignment of K-14 CTE programs, and industry employment data.

(Maximum 5000 Characters  $\cong$  2.78 pages)

8. **Section 134(b)(9): describe how the eligible recipient will address disparities or gaps in performance between groups of students in each of the plan years, and if no meaningful progress has been achieved prior to the third program year, a description of the additional actions that will be taken to eliminate these disparities or gaps. Use the information provided through the CLNA to answer this content of this section.**

The CTE team will be reviewing Career readiness data for all students and subgroups, paying particular attention to the participation and success rates for students with disabilities and English language learners. The data review will include representatives for advocates/teachers of students with disabilities and English Learners, CTE teachers, site and district CTE administrators, and counselor representatives. The data review group will set annual goals and action plan and adjust goals and actions accordingly.

(Maximum 5000 Characters  $\cong$  2.78 pages)

## LEA Sign-off

- Section IV - Comprehensive Local Needs Assessment (CLNA) Reporting Template & Local Application Requirements is complete and ready for CDE review.

## CDE Review and Sign-off

### CDE Comments

- Section Approved

Save

Save And Continue To Section V

California Department of Education

1430 N Street

Sacramento, CA 95814

Web Policy



## Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

2022-23 Section V - Budget Builder

### Quick Facts Box

Allocation Amount	\$44,761.00
Budgeted Amount	\$44,761.00
Indirect Amount	\$2,131.00 *
Maximum Claim Indirect Amount	The maximum indirect amount that can be expended cannot exceed \$0.00
Application Due Date	Friday, May 13, 2022 11:59 PM
Application Status	Submitted For Review on Apr 29 2022
GAN Status	GAN has not been processed or sent to LEA
Fiscal Activity	No fiscal activity
Approved Claims	

\* Subject to change based on Capital Outlay and actual expenditures

### Line Item Detail

This section is used to budget expenditures for each pathway in an industry sector.

Line Item Number	CLNA Component	Student Categories	Site Name	Industry Sector	Career Pathway	Object Code	Budget Description	Budget Category	Narrative	Budget Amount	Action
1	Section 134(c)(2) (A): Student Performance on Required Performance Indicators	General Population (all CTE participants)	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	1000 Certificated Salaries	Other - Provide Details	(A) Instruction	Certification Prep Hours: 5 hrs each x 5 teachers	\$800.00	<a href="#">Detail</a>
2	Section 134(c)(2) (D): Improving recruitment, retention, and training of CTE professionals, including underrepresented groups	Individuals with disabilities	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	1000 Certificated Salaries	Sub Pay - Provide Details	(B) Professional Development	Professional Development SPED/EL Subs	\$2,450.00	<a href="#">Detail</a>
3	Section 134(c)(2) (A): Student Performance on Required Performance Indicators	General Population (all CTE participants)	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	3000 Employee Benefits	Other - Provide Details	(A) Instruction	Certification Prep Benefits: 5 hrs x 5 teachers	\$175.00	<a href="#">Detail</a>
4	Section 134(c)(2) (B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students	General Population (all CTE participants)	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	5000 Services/Operating Expenses	Other - Provide Details	(A) Instruction	Equipment repair	\$1,000.00	<a href="#">Detail</a>
5	Section 134(c)(2) (A): Student Performance on Required Performance Indicators	General Population (all CTE participants)	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	5000 Services/Operating Expenses	Other - Provide Details	(A) Instruction	Adobe Licenses	\$2,800.00	<a href="#">Detail</a>
6	Section 134(c)(2) (D): Improving	General Population (all	Monrovia Unified /	Across Multiple Sectors	Across Multiple	5000 Services/Operating	Travel & Convention	(B) Professional	Teacher certification	\$2,500.00	<a href="#">Detail</a>

	recruitment, retention, and training of CTE professionals, including underrepresented groups	CTE participants)	Monrovia High		Pathways	Expenses		Development	costs 1ea * 5 teachers		
7	Section 134(c)(2) (D): Improving recruitment, retention, and training of CTE professionals, including underrepresented groups	English language learners	Monrovia Unified / Monrovia High	Across Multiple Sectors	Across Multiple Pathways	5000 Services/Operating Expenses	Travel & Convention	(B) Professional Development	Professional Development SPED/EL 2 ea * 5 teachers	\$3,500.00	<a href="#">Detail</a>
8	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Arts, Media, and Entertainment	Design, Visual, and Media Arts	4000 Books/Supplies	Instructional Materials	(A) Instruction	Books & Supplies	\$9,652.00	<a href="#">Detail</a>
9	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Arts, Media, and Entertainment	Design, Visual, and Media Arts	5000 Services/Operating Expenses	Field Trips	(A) Instruction	WBL Field Trips Special Pops/Non-Trads 2 fieldtrips @ \$700 x 2 teachers (Graphics & Video)	\$2,800.00	<a href="#">Detail</a>
10	Section 134(c)(2) (B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Health Science and Medical Technology	Patient Care	4000 Books/Supplies	Instructional Materials	(A) Instruction	Books & Supplies	\$4,928.00	<a href="#">Detail</a>
11	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Health Science and Medical Technology	Patient Care	5000 Services/Operating Expenses	Field Trips	(A) Instruction	WBL Field Trips Special Pops/Non-Trads 2 fieldtrips @ \$700 x 1 teachers	\$1,400.00	<a href="#">Detail</a>
12	Section 134(c)(2) (B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students	General Population (all CTE participants)	Monrovia Unified / Monrovia High	Information and Communication Technologies	Software and Systems Development	4000 Books/Supplies	Instructional Materials	(A) Instruction	Books & Supplies	\$4,829.00	<a href="#">Detail</a>
13	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	Individuals from economically disadvantaged families, including low-income youth and adults	Monrovia Unified / Monrovia High	Information and Communication Technologies	Software and Systems Development	5000 Services/Operating Expenses	Field Trips	(A) Instruction	WBL Field Trips Special Pops/Non-Trads 2 Fieldtrips @ 700	\$1,400.00	<a href="#">Detail</a>
14	Section 134(c)(2) (B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Transportation	Systems Diagnostics, Service, and Repair	4000 Books/Supplies	Instructional Materials	(A) Instruction	S/P2 Safety & Soft Skills Certs	\$349.00	<a href="#">Detail</a>
15	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	N/A	Monrovia Unified / Monrovia High	Transportation	Systems Diagnostics, Service, and Repair	4000 Books/Supplies	Instructional Materials	(A) Instruction	Patton Steel	\$1,500.00	<a href="#">Detail</a>
16	Section 134(c)(2) (B)(i): Program Size, Scope, and Quality to Meet the Needs of All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Transportation	Systems Diagnostics, Service, and Repair	4000 Books/Supplies	Instructional Materials	(A) Instruction	Books & Supplies	\$1,528.00	<a href="#">Detail</a>
17	Section 134(c)(2) (E): Progress Towards Equal Access to CTE Programs for All Students	Individuals preparing for nontraditional fields	Monrovia Unified / Monrovia High	Transportation	Systems Diagnostics, Service, and Repair	4000 Books/Supplies	Instructional Materials	(A) Instruction	Airgas Welding	\$1,750.00	<a href="#">Detail</a>
18	Section 134(c)(2) (E): Progress Towards Equal	Individuals from economically	Monrovia Unified /	Transportation	Systems Diagnostics,	5000 Services/Operating Expenses	Field Trips	(A) Instruction	WBL Field Trips Special Pops/Non-	\$1,400.00	<a href="#">Detail</a>

	Access to CTE Programs for All Students	disadvantaged families, including low-income youth and adults	Monrovia High		Service, and Repair				Trades 2 Fieldtrips @ 700	
									<b>Total</b>	<b>\$44,761.00</b>

**Inventory Verification**

Each LEA maintains a historical inventory system, which contains the description, name, serial or other identification number, acquisition date, original cost, and percentage of federal participation in the cost, location, use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown. [CEC 35268]

Monrovia Unified (131 - Secondary) conducts a historical inventory verification at least every 2 years for all of the following:

- Description
- Name
- Serial or other identification number
- Acquisition date
- Original cost
- Location (room)
- Use, condition, and date and mode of disposal of all equipment items acquired by it that has a market value of five-hundred \$500.00 or more per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

Yes  No

Provide justification for not maintaining a historical inventory system that meet all of the above points.

**LEA Sign-off**

Sequence of Courses to Be Funded section is complete.

**CDE Review and Sign-off**

**CDE Comments**

Section Approved

Save Save and Continue to Section VI



## Program Grant Management System (PGMS)

Monrovia Unified (131 - Secondary)

2022-23 Application

2022-23 Section VI - Budget Viewer

### Quick Facts Box

Allocation Amount	\$44,761.00
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Indirect Amount	\$2,131.00 *
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Approved Claims	

\* Subject to change based on Capital Outlay and actual expenditures

To add a site/sector/pathway or line item, go to [Section V](#).

Object Code	At Least 85% of the grant must be spent in these areas						Not to exceed 10% of total expenditure	Not to exceed 5% of total expenditure	Total
	(A) Instruction (Including Career Technical Student Organizations)	(B) Professional Development	(C) Curriculum Development	(D) Transportation and Child Care for Economically Disadvantaged Participants	(E) Special Populations Services	(F) Research Evaluation and Data Development	(G) Career and Academic Guidance and Counseling for Students Participating in CTE Programs	(H) Administration or Indirect Costs	
1000 Certificated Salaries	<a href="#">\$800.00</a>	<a href="#">\$2,450.00</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$3,250.00</b>
2000 Classified Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
3000 Employee Benefits	<a href="#">\$175.00</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$175.00</b>
4000 Books/Supplies	<a href="#">\$24,536.00</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$24,536.00</b>
5000 Services/ Operating Expenses	<a href="#">\$10,800.00</a>	<a href="#">\$6,000.00</a>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$16,800.00</b>
6000 Capital Outlay	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	<b>\$0.00</b>
7000 Indirect Costs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00	<b>\$0.00</b>
<b>Total</b>	<b>\$36,311.00</b>	<b>\$8,450.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,761.00</b>



Object Code	Section 134(c)(d)(e): Stakeholder Consultation on CLNA, Dates, Content, Membership	S134(c)(2)(A): Student Performance on Required Performance Indicators (Disaggregated)	S134(c)(2)(B)(ii): Program Size, Scope, and Quality to Meet the Needs of All Students	S134(c)(2)(C): Progress Towards Implementation of CTE Programs of Study	S134(c)(2)(D): Improving Recruitment, Retention, and Training of CTE Professionals, Including Underrepresented Groups	S134(c)(2)(E): Progress Towards Equal Access to CTE Programs for All Students	S134(c)(2)(B)(ii): Alignment to Labor Market Information (LMI)	Object Code Total
1000 Certificated Salaries	\$0.00	\$800.00	\$0.00	\$0.00	\$2,450.00	\$0.00	\$0.00	\$3,250.00
3000 Employee Benefits	\$0.00	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00
4000 Books/Supplies	\$0.00	\$0.00	\$11,634.00	\$0.00	\$0.00	\$12,902.00	\$0.00	\$24,536.00
5000 Services/Operating Expenses	\$0.00	\$2,800.00	\$1,000.00	\$0.00	\$6,000.00	\$7,000.00	\$0.00	\$16,800.00
	<b>\$0.00</b>	<b>\$3,775.00</b>	<b>\$12,634.00</b>	<b>\$0.00</b>	<b>\$8,450.00</b>	<b>\$19,902.00</b>	<b>\$0.00</b>	<b>\$44,761.00</b>

**Student Categories Targeted Grouped by Object Code**

Object Code	General Population (All CTE Participants)	Individuals With Disabilities	Individuals From Economically Disadvantaged Families, Including Low-income Youth and Adults	Individuals Preparing for Nontraditional Fields	Single Parents, Including Single Pregnant Women	Out-of-workforce Individuals	English Language Learners	Homeless Individuals	Youth Who Are In, Or Who Have Aged Out Of, The Foster Care System	Youth With A Parent Who Is On Active Duty In The Military	Object Code Total
1000 Certificated Salaries	\$800.00	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,250.00
3000 Employee Benefits	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.00
4000 Books/Supplies	\$4,829.00	\$0.00	\$0.00	\$18,207.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,036.00
5000 Services/Operating Expenses	\$6,300.00	\$0.00	\$2,800.00	\$4,200.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$16,800.00
	<b>\$12,104.00</b>	<b>\$2,450.00</b>	<b>\$2,800.00</b>	<b>\$22,407.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$43,261.00</b>

Continue to Section VII

California Department of Education  
 1430 N Street  
 Sacramento, CA 95814

Web Policy

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 5. 21/22-2135 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$479,565.40, issued April 8, 2022, through April 22, 2022, and payments in the amount of \$315,420.46, issued April 15, 2022, through April 26, 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 2135\(b-e\) Purchase Order Rpt 5-11-22.pdf](#)

April 28, 2022

SUBMITTED FOR RATIFICATION: May 11, 2022

PRINTED: April 8, 2022 – April 22, 2022

Purchase Order: P22-1234 – P22-1278

Purchase orders printed out of sequence:

Change Orders: P22-0013, P22-0029, P22-0053, P22-062, P22-0065, P22-0073, P22-0080, P22-0089, P22-0141, P22-0166, P22-0235, P22-0270, P22-0705, P22-0787, P22-0951

Purchase orders excluded from sequence: P22-1235

Fund Summary

General Fund (01)	\$	472,548.83
Adult Education Fund (11)		6,598.95
Child Development Fund (12)		<u>417.62</u>
Total.....	\$	<u>479,565.40</u>

RECOMMENDED: May 11, 2022



## Includes Purchase Orders dated 04/08/2022 - 04/22/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1234	Christine Rodriguez	0015	Parent reimbursement per agreement	01-5889	3,550.00
P22-1236	ACADEMIC CAP & GOWN	0010	Graduation Caps, Gowns, Tassels	11-4390	418.95
P22-1237	APPLE COMPUTER, INC.	0022	New teacher device	01-4440	1,473.77
P22-1238	SCHOOL LIFE	0001	PBIS incentives	01-4390	1,407.20
P22-1239	AMAZON.COM	0007	Instructional Supplies for teachers	01-4310	33.04
P22-1240	AMAZON.COM	0005	Instructional supplies	01-4390	28.42
P22-1241	AMAZON.COM	0165	classroom supplies	12-4310	30.18
P22-1242	OBDULIA MORENO	0030	Reimbursement - HR Related Recruitment	01-4390	23.73
P22-1243	TOM MCFADDEN	0165	Reimbursement - UPK Supplies	12-4390	88.88
P22-1244	EHP International Inc	0022	Classroom Audio	01-4440	3,537.21
P22-1245	Heggerty Phonemic Awareness	0004	Curriculum for Rms. #6, #2, #1, #9, #22, & #21	01-4310	576.72
P22-1246	AMAZON.COM	0004	Books for 3rd Grade Rm. 17	01-4210	134.25
P22-1247	NCS Pearson Inc CERTIPORT	0014	SWP 2-MHS Pathway Adobe Student Certification	01-5841	644.46
P22-1248	BOOKS A MILLION.COM	0004	Kinder (Rm.10) Classroom Books	01-4210	486.44
P22-1249	Global Industrial	0004	Outdoor Tables for PL	01-4390	6,304.08
				01-4490	25,137.00
P22-1250	BOOKS A MILLION.COM	0001	Readers for WFTB	01-4210	1,913.96
P22-1251	LAKESHORE LEARNING MATERIALS	0001	Science Materials	01-4390	823.24
P22-1252	CENTER STAGE	0006	Student Theatrical Performance - CL	01-5810	18,000.00
P22-1253	CDW-G COMPUTER CTRS, INC.	0014	Computers for PLTW Intro to Engineering	01-4440	43,175.06
P22-1254	Follett Content Solutions, LLC	0014	Follett - Plymouth	01-4210	1,075.17
P22-1255	CALIFORNIA NEWSPAPER SERVICE B	0040	Publication-Notice of Public Hearing (LCAP/Budget)	01-5833	250.00
P22-1256	CybrSchool LLC	0008	CybrSchool Student License 2021-2022	01-5841	9,300.00
P22-1257	AMAZON.COM	0014	Professional Development Books for Faculty	01-4210	510.68
P22-1258	B & H	0022	Boardroom Equipment	01-4390	561.79
P22-1259	CDW-G COMPUTER CTRS, INC.	0014	MHS-PLTW Laptop for Teacher Station	01-4440	3,533.00
P22-1260	ALLDATA, LLC	0014	MHS- Automotive Service Subscription	01-5841	975.00
P22-1261	J & A Fence	0047	MHS Tennis Court Fence Repair	01-6170	15,000.00
P22-1262	Sunny Hills Associates	0047	Site Drape Cleaning and Retardant	01-5630	15,000.00
P22-1263	SWUN MATH	0014	Tk-5 Tri 3 Swun Math Materials	01-4110	39,841.48
P22-1264	Food Exploration and Discovery	0003	Food Ed Garden Program 2nd Payment	01-4390	2,205.00
P22-1265	Vivian Billups	0015	Open PO for Legal Services	01-5821	5,000.00
P22-1266	AMAZON.COM	0165	Kitchen upgrade/ donation from FCU	12-4390	298.56
P22-1267	AMAZON.COM	0003	Nurse Supplies	01-4391	92.67

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

ESCAPE ONLINE

Page 1 of 3

**Includes Purchase Orders dated 04/08/2022 - 04/22/2022**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P22-1268	AMAZON.COM	0003	Promotion Certificates	01-4390	41.90
P22-1269	AMAZON.COM	0005	Traffic Cones	01-4390	88.97
P22-1270	AMAZON.COM	0005	Instructional Supplies	01-4310	106.10
P22-1271	Sharp Business Systems	0003	Staples for Workroom Copiers	01-4390	324.14
P22-1272	Wood Environment & Infrastruc.	0047	Stormwater Project Fee	01-5890	1,800.00
P22-1273	S/P2	0014	MHS Automotive Service Subscription	01-5841	349.00
P22-1274	SUE KAISER	0014	Ed Services - Replenish Petty Cash	01-4390	485.11
P22-1275	S&S DISCOUNT SPORTS	0001	PBIS	01-4390	470.84
P22-1276	Office Depot, LLC	0008	Science Dept Materials	01-4310	540.00
P22-1277	CITY OF MONROVIA	0040	Police False Alarm - PL	01-5819	800.00
P22-1278	HOME DEPOT	0004	Tools for the School	01-4370	175.30
<b>Total Number of POs</b>				<b>44</b>	
				<b>Total</b>	<b>206,611.30</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	40	205,774.73
11	Adult Education Fund	1	418.95
12	Child Development Fund	3	417.62
		<b>Total</b>	<b>206,611.30</b>

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

ESCAPE ONLINE

Includes Purchase Orders dated 04/08/2022 - 04/22/2022

**PO Changes**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-0013	2,300.00	01-4350	General Fund/Office Supplies	500.00
P22-0029	41,000.00	11-5810	Adult Education Fund/Contracted Services	35,000.00-
P22-0053	13,000.00	01-4380	General Fund/Maintenance Supplies	10,000.00-
P22-0062	25,000.00	01-4360	General Fund/Vehicle Supplies/Parts	500.00-
		01-4380	General Fund/Maintenance Supplies	19,500.00-
			Total PO P22-0062	20,000.00-
P22-0065	300,000.00	01-5630	General Fund/Repairs	200,000.00-
P22-0073	13,000.00	01-5630	General Fund/Repairs	10,000.00-
P22-0141	21,500.00	01-5819	General Fund/Security System, Alarm Monitor	21,000.00-
P22-0166	4,180.00	11-5890	Adult Education Fund/Other Services	4,000.00-
P22-0705	20,265.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	11,025.00-
P22-0787	671.01	01-5630	General Fund/Repairs	571.01-
P22-0951	631.00	01-4310	General Fund/Materials and Supplies	104.10
			<b>Total PO Changes</b>	<b>310,991.91-</b>

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

ESCAPE ONLINE

**RATIFICATION OF WARRANTS  
RECOMMENDED FOR BOARD APPROVAL  
May 11, 2022**

ACCOUNTS PAYABLE:

DATE ISSUED: April 15, 2022 through April 26, 2022

Batch Numbers:	0417 - 0425	\$	315,420.46
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b><u>\$ 315,420.46</u></b>
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# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 6. 21/22-2136 - DISTRICT CASH RECEIPTS

## RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 37 through No. 38, deposited April 19, 2022 through April 25, 2022, for a total amount of \$198,785.73.

### **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 #37-#38 is attached.

## ATTACHMENTS

- [BA Item 2136\(b\) Deposit Rpt #37-38 5-11-22.pdf](#)

DEPOSIT REPORT

4/19/2022

DEP #37

ACCOUNT	AMOUNT	
11.0-63910.0-00000-00000-8590-0000000	<u>\$ 117,721.08</u>	Adult Education Block Grant
Total	<u><u>\$ 117,721.08</u></u>	Adult Education Fund

DEPOSIT REPORT

4/25/2022

DEP #38

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 2,752.60	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	3,850.33	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	415.29	Abate/Reimbursement/H&W
01.0-00000.0-00000-82000-8650-6010040	584.38	Leases & Rentals/Utilities
01.0-07230.0-00000-36000-5860-6040049	211.00	Abate/Refund/Employment Costs
01.0-90124.0-00000-00000-8699-2050000	3,704.00	Donations
01.0-90210.0-00000-00000-8650-3060000	136.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,224.00	Leases & Rentals
01.0-90501.0-00000-00000-8689-0000000	15,899.92	Village Program/Parent Contributions
Subtotal	<u>28,777.52</u>	General Fund
13.0-53100.0-00000-37000-8520-0000000	24,765.29	State Reimbursement/SNP
13.0-53100.0-00000-37000-8634-0000000	2,427.12	Food Service Sales
Subtotal	<u>27,192.41</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	8,138.32	Developer Fees
Subtotal	<u>8,138.32</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9570-0000000	16,956.40	Retirees Health Insurance
Subtotal	<u>16,956.40</u>	Payroll Clearance Fund
Total	<u><u>\$ 81,064.65</u></u>	

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 7. 21/22-2137 - BUDGETARY TRANSFERS AND REVISIONS

#### RECOMMENDATION

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

#### Rationale:

Due to the fact that actual information regarding all income and expenditures is not available when the Adopted Budget is approved, periodically budgetary adjustments must be made.

#### Background:

There are two major types of adjustments that affect the status of the budget: Budget Transfer- 1) Transfers between major expenditure classifications with no change in revenues and no change in ending fund balances. Budget Revision- 2) Increases or decreases in income and expenditures that result from: - Augmented or reduced entitlements in federal and state projects. - Approval of grant letters for federal and state programs. - Recertification of state apportionments. - Miscellaneous income receipts. - Miscellaneous expenditure adjustments.

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

No impact on fund balance. (See additional information)

#### Legal References:

California Education Code 42600 states that the total amount budgeted for each major classification of school district expenditures shall be the maximum amount that may be expended for that classification of expenditures for the school year. Transfers may be made between expenditure classifications at any time with the approval of the board of education.

#### Account:

#### Additional Information:

These budget transfers between expenditure classifications have no impact on the fund balance. Increases and decreases in expenditures in these budget revisions are offset by revenue adjustments or are taken from the prior year's restricted ending balances and have no impact on the unrestricted fund balance.

## ATTACHMENTS

- [BA Item 2137\(b\) Budgetary Transfers 5-11-22.pdf](#)

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

Board Report:  
Budget Revision

Board Meeting Date:  
5/11/2022

**GENERAL FUND #01.0**

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED FEDERAL RESOURCES</b>			
<b># 56340.0 - ARP HOMELESS CHILDREN &amp; YOUTH</b>			
Books and Supplies	\$20,000.00		
Services/Other Operations	\$22,488.00		
Other Outgo	\$3,093.00	\$45,581.00	Budget Allocation
	<u>                    </u>	<u>                    </u>	
Total Restricted Federal Resources	\$45,581.00	\$45,581.00	
	<u>                    </u>	<u>                    </u>	
<b>RESTRICTED STATE RESOURCES</b>			
<b># 65200.0 - WORKABILITY 1</b>			
Certificated Salaries	(\$7,852.00)		
Classified Salaries	(\$10,000.00)		
Books and Supplies	\$8,416.00		
Services/Other Operations	\$15,985.00		
Indirect Cost	\$951.00	\$7,500.00	Budget Allocation
	<u>                    </u>	<u>                    </u>	
Total Restricted State Resources	\$7,500.00	\$7,500.00	
	<u>                    </u>	<u>                    </u>	
<b>RESTRICTED LOCAL RESOURCES</b>			
<b># 90903.0 - SCAQMD LOWER EMISSION BUS REPLACEMENT GRANT</b>			
Capital Outlay - New Vehicles	\$780,000.00	\$780,000.00	Budget Allocation
	<u>                    </u>	<u>                    </u>	
Total Restricted Local Resources	\$780,000.00	\$780,000.00	
	<u>                    </u>	<u>                    </u>	
<b>TOTAL BUDGET REVISION</b>	<u><u>\$833,081.00</u></u>	<u><u>\$833,081.00</u></u>	

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 8. 21/22-2138 - ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2122-11.

#### Rationale:

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

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

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

#### Legal References:

Board Policy #3290 requires Board approval of gifts.

#### Additional Information:

The Acceptance of Gifts Report is attached.

## ATTACHMENTS

- [Acceptance of Gifts #2022-11-05-11-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
 Acceptance of Gifts Report No. 2022-11  
 Board Meeting 20220511

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Tangible Items 576 bottles Hand Sanitizer	Nirav and Shweta Shah	\$1,700.00	To support the health and safety efforts at Plymouth Elementary School.	Dr. Greg Gero, Principal Plymouth Elementary School		no cost to the district
2	Check	Rotary Club of Monrovia	\$2,000.00	Scholarship donation for two(2) Nurse Assistant Training Program Students.	John Russell, Assistant Principal Monrovia Community Adult School	D-0511036	Increases site donation account
3							
4							
5							
6							
7							
8							
9							
10							



# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 9. 21/22-2139- PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #15 for the Monrovia Unified School District 2021-22 SY.

#### Rationale:

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

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

#### Legal References:

Government Code 53060 and Board Policy 3600.

#### Additional Information:

The professional services agreement report is attached.

## ATTACHMENTS

- [Professional Service Agmts #15 - 051122.pdf](#)

Monrovia Unified School District  
Professional Service Agreements #15

Agenda Item # 21/22-2139  
May 11, 2022

<b>Name/Company</b>	<b>Services</b>	<b>Amount</b>	<b>Site</b>	<b>Effective Dates</b>	<b>Funding</b>
Mason Tyler	Backstage Theater Technician	\$1,000	Performing Arts	4/1/22-6/30/22	Taylor Performing Arts Rentals
Ashani Tennakoon	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Amanda Domio	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Isabella Hurtado	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Brianna Estrella Cedeno	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Neaah Mira	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Zoe Tate	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Sophia Lee	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals
Alexandra Lo	Backstage & Front House Staff	\$500	Performing Arts	5/1/22-6/30/22	Taylor Performing Arts Rentals

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 10. 21/22-2140 - AGREEMENT FOR TRANSPORTATION SERVICES WITH ELITE SCHOOL TRANSIT

## RECOMMENDATION

The Board of Education is requested to approve an agreement with Elite School Transit for school pupil activity and special trip transportation.

### **Rationale:**

Throughout the school year, requests for special bus trips are submitted that cannot be provided by District transportation staff because of conflict with the home-to-school schedule. Therefore, the District must contract with outside vendors to meet these needs.

### **Background:**

The District's procedure has been to secure agreements with other bus companies in order to supplement the District service for co-curricular or extra-curricular trips as requested by the schools. The District has used Elite School Transit services on an as-needed basis as far back as 2010. Elite School Transit will provide bus drivers that possess all the documents required to operate a School or School Pupil Activity Bus (SPAB) and all vehicles are licensed and inspected as required by California law.

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

There is no cost to the District to enter into this agreement. Bus use is on an as-needed basis and rates are determined per trip request, depending on distance and time. The bus rate is \$450.00 for the first five (5) hours, and overtime rates after the first five (5) hours are \$60.00 p/hour.

### **Legal References:**

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

### **Additional Information:**

A copy of the proposed agreement is attached.

## ATTACHMENTS

- [BA Item 2140\(b\) Agreement for Transportation Services \(Elite School Transit\) 5-11-22.pdf](#)

## **Agreement to Furnish Pupil Transportation Services**

This Agreement, made on May 11, 2022, in the County of Los Angeles, State of California, by and between Monrovia Unified School District, hereinafter called the "DISTRICT", and Elite School Transit hereinafter called the "CONTRACTOR" shall be effective May 12, 2022 through June 30, 2023.

### **ARTICLE 1 - SCOPE OF SERVICES**

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

### **ARTICLE 2 - AGREEMENT ACCEPTANCE**

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

### **ARTICLE 3 - SUBCONTRACTORS**

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

### **ARTICLE 4 - SAFETY AND SECURITY**

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

### **ARTICLE 5 - TERMINATION FOR CONVENIENCE**

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

### **ARTICLE 6 - AGREEMENT CHANGES**

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

### **ARTICLE 7 - EMPLOYEES**

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

## **ARTICLE 8 - SUBSTITUTIONS**

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

## **ARTICLE 9 - PROVIDER SUPERVISION**

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

## **ARTICLE 10 - ACCESS TO EQUIPMENT**

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

## **ARTICLE 11 - ASSIGNMENT OF CONTRACT**

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

## **ARTICLE 12 - HOLD HARMLESS AGREEMENT**

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

## **ARTICLE 13 - CONTRACTOR NOT EMPLOYEE OF DISTRICT**

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

## **ARTICLE 14 - ANTI-DISCRIMINATION**

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

## **ARTICLE 15 - INSURANCE**

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

### **REQUIRED INSURANCE:**

- A. General Liability Insurance with a minimum limit of \$5,000,000 per occurrence and \$10,000,000 aggregate
- B. Business Automobile Liability Insurance with a limit of \$25,000,000 per occurrence.
- C. **Desired but not required: Abuse-molestation Insurance with minimum limit of \$1,000,000 per occurrence and \$5,000,000 aggregate**
- D. Workers' Compensation Insurance with coverage limits in accordance with California law.

## **ARTICLE 16 - FINGERPRINTING**

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

## **ARTICLE 17 - COMPLIANCE WITH LAWS**

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the transportation services to be performed. If CONTRACTOR observes that any of the work required by this Agreement is at variance with any such laws, ordinances, rules or regulations, CONTRACTOR shall notify the DISTRICT, in writing, and, at the sole option of the DISTRICT, any necessary changes to the scope of services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement

shall be terminated effective upon CONTRACTOR'S receipt of a written termination notice from the DISTRICT. If CONTRACTOR performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the DISTRICT of such violation, CONTRACTOR shall bear all costs arising there from.

**ARTICLE 18 - GOVERNING LAW**

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

**ARTICLE 19 - NO ORAL MODIFICATION**

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

**ARTICLE 20 - AVAILABILITY OF EQUIPMENT**

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

**ARTICLE 21 - NOT A SOLE PROVIDER**

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

**ARTICLE 22 - RATES: SCHOOL BUS/SCHOOL PUPIL ACTIVITY BUS**

Bus Capacity                      First 5 Hours                      Additional Hours                      or Miles (if greater)

\*\*See Attached Rates\*\*

The above quoted rates are valid for transportation services originating or terminating within the DISTRICT'S boundaries. Multi-day trips, One-way trips, Grad Nights, and other dates or events requiring higher bus demand may be quoted separately and independently. The DISTRICT shall reimburse the CONTRACTOR for all tolls, parking and other fees (excluding fines) in conjunction with DISTRICT trips. The DISTRICT shall not be charged over hours for any delays due to CONTRACTOR'S mechanical failures or driver performance.

**ARTICLE 23 - COMPENSATION FOR SERVICES**

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

Agreement at the rates quoted herein. Payment shall be due within 30 days of trip, upon submission of an invoice by the CONTRACTOR.

**ARTICLE 24 - SEAT/SAFETY RESTRAINT SYSTEM**

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

**ARTICLE 25 - SMOKE-FREE ENVIRONMENT**

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

**ARTICLE 26 - PROFESSIONALISM**

CONTRACTOR drivers and attendants shall be courteous and interact with students, school personnel, parents, and DISTRICT staff in a courteous and professional manner. CONTRACTOR recognizes that personnel who have contact with students, parents and DISTRICT staff must be of stable personality and high moral character for the safety and protection of the students. CONTRACTOR shall not allow any person to drive or attend a vehicle who is not in a condition of mental and emotional stability.

Drivers shall be neat in appearance, in good health, wear CONTRACTOR provided identification, either ID badge or CONTRACTOR uniform and be of the highest moral character.

**ARTICLE 27 - DRUG ABUSE PROGRAM**

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

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

**ARTICLE 28 - BUS ACCIDENTS/MECHANICAL FAILURE**

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

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



**ARTICLE 29 - CONTRACTOR LICENSES/CERTIFICATIONS**

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

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

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

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

**ARTICLE 30 -GENERAL TERMS & CONDITIONS**

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

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

CONTRACTOR

Elite School Transit

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State ZIP

\_\_\_\_\_  
Date

DISTRICT

Monrovia Unified School District

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 11. 21/22-4023 - PERSONNEL ASSIGNMENTS

#### RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #18.

#### Rationale:

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

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

#### Legal References:

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

#### Additional Information:

A copy of the report is attached.

## ATTACHMENTS

- [2022-05-11 Personnel Report 18.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Harry	Terrill	Adult Ed Substitute Teacher	Employ, as needed	4/1/22-6/30/22	Adult Ed		G-00000.0	002711	\$43.23/hr	100%
2 #	Amber	Castellanos	Daily Substitute	Employ, as needed	4/19/22-6/8/22	District		G-00000.0	000003	\$190/day	100%
3 #	Manuel	Willoughby	Daily Substitute	Employ, as needed	4/19/22-6/8/22	District		G-00000.0	000003	\$190/day	100%

**B. Supplemental Hours/Special Assignments**

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

**C. Leaves of Absences**

First Name	Last Name	Classification	Action	Effective	Site
None.					

**D. Terminations**

	First Name	Last Name	Classification	Action	Effective	Site
4	Jessica	Notchick	Teacher	Resignation	6/8/22	Plymouth

**E. Other**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
5 #	Adlina	Dugan	Counselor	Change of funding	7/1/2021	Clifton		G-00000.0 95.5% C-66950.0 4.5%	003009	D-10	62.5%
6 #	Amanda	Ghezzi	Counselor	Change of funding	7/1/2021	MHS		G-00000.0 71.5% C-07301.0 24.0% C-66950.0 4.5%	004015	E-14	100%
7 #	Jolisa	Grimmer	Counselor	Change of funding	7/1/2021	CO/MP		G-00000.0 35.5% C-07301.0 60.0% C-66950.0 4.5%	003602	D-4	62.5%
8 #	Noel	Hernandez	Counselor	Change of funding	7/1/2021	MHS		G-00000.0 71.5% C-07301.0 24.0% C-66950.0 4.5%	004015	F-13	100%
9 #	Samara	Hirsch	Counselor	Change of funding	7/1/2021	MHS		G-00000.0 71.5% C-07301.0 24.0% C-66950.0 4.5%	004015	F-15	100%
10 #	Azalena	Jones	Counselor	Change of funding	7/1/2021	Clifton		G-00000.0 75.5% C-07301.0 20.0% C-66950.0 4.5%	000939	F-15	100%

#-Ratification  
C-Categorical Fund G-General Fund

**E. Other (continued)**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
11 #	Jennifer	Oldenburg	Counselor	Change of funding	7/1/2021	Santa Fe		G-00000.0 75.5% C-07301.0 20.0% C-66950.0 4.5%	000880	F-15	100%
12 #	Holly	Willaume	Teacher	Approve stipend Master Teacher (CSU Long Beach Student)	8/19/21-12/12/21	MHS		G-00000.0	002263	NTE \$300 Stipend	100%

**E. Other - Volunteers**

	First Name	Last Name	Classification	Action	Effective	Site
13 #	Melanie	Ameele	Volunteer I	Approve	4/18/22-6/30/22	MO
14 #	Richard	Beltran	Volunteer I	Approve	4/14/22-6/30/22	CL
15 #	Nicole	Buono	Volunteer I	Approve	4/14/22-6/30/22	MA
16 #	Crystal	Canton	Volunteer I	Approve	4/14/22-6/30/22	MO,CL
17 #	Ryan	Chiechi	Volunteer I	Approve	4/25/22-6/30/22	MA,CL
18 #	Jaime	Covey	Volunteer I	Approve	4/18/22-6/30/22	MO,CL
19 #	Vanessa	Duarte Torres	Volunteer I	Approve	4/21/22-6/30/22	CELC,MO
20 #	Jessica	Houllemard	Volunteer I	Approve	4/14/22-6/30/22	MO
21 #	Erika	Levoe	Volunteer I	Approve	4/21/22-6/30/22	MA
22 #	Rudy	Munoz	Volunteer I	Approve	4/25/22-6/30/22	MA
23 #	Joanna	Perry	Volunteer I	Approve	4/18/22-6/30/22	MO
24 #	D'arcy	Ross	Volunteer I	Approve	4/20/21-6/30/22	MA
25 #	Sara	Villalobos	Volunteer I	Approve	4/18/22-6/30/22	MA
26 #	Lawren	Ward	Volunteer I	Approve	4/20/21-6/30/22	WR
27 #	Marlin	Young	Volunteer I	Approve	4/14/22-6/30/22	MA

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

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

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1 #	Helen	Hernandez	Instructional Assistant Extra Hours	Mayflower	Employ: Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) Intervention program.	\$22.73/hr.	21	6	NTE: 120 hours total.	11/29/21-6/8/22	004122	C 74220.0	100%
2 #	Cynthia	Liska	Instructional Aide - Special Education Extra Hours	Mayflower	Employ: Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) Intervention program.	\$20.56/hr.	17	6	NTE: 120 hours total.	11/29/21-6/8/22	004122	C 74220.0	100%
3 #	Bertha	Montenegro	Substitute Campus Assistant	Wild Rose	Employ: To substitute as needed during the 2021-22 school year.	\$15.00/hr.	4	6	NTE: 5 hours per day.	4/1/22-6/8/22	003803	G 00000.0	100%
4 #	Diana	Rodriguez	Instructional Aide - Kindergarten Extra Hours	Mayflower	Employ: Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) Intervention program.	\$15.27/hr.	15	1	NTE: 120 hours total.	1/11/22-6/8/22	004122	C 74220.0	100%
5 #	J. Albert	Zapata	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2021-22 school year.	\$21.62/hr.	21	5	NTE: 4 hours per day.	4/13/22-6/30/22	000137	G 00000.0	100%

**C. Leaves of Absence**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
6 #	Raquel	Ramirez	Food Service Worker	Santa Fe	Approve: Personal Leave of Absence.	\$19.27/hr.	4-G	6	3.5 hr./d.; 9 mo./yr.	4/18/22-4/29/22	000672	C 53100.0	100%
7 #	Maria	Serna	Custodian	Santa Fe	Approve: California Family Rights Act (CFRA).	\$3958.76/mo	21	6	8 hr./d.; 12 mo./yr.	4/25/22-5/2/22	000450	G 00000.0	100%

# Ratification  
\* Correction  
G General Fund  
C Categorical Fund

**D. Resignations**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
8	# Sean	McCoy	Campus Security Officer	MHS	Voluntary Resignation	\$24.46/mo.	24	6	3.75 hr./d.; 9 mo./yr.	4/27/2022	000585	G 00000.0	100%
9	# Silvia	Moniot	Instructional Aide-Severe Disabilities	MHS	Voluntary Resignation	\$3198.08/mo	18	6	7 hr./d.; 9 mo./yr.	4/15/2022	002974	C 65002.0	100%
10	Melissa	Santilli	Occupational Therapist	PPS	Voluntary Resignation	\$9339.56/mo	56	6	8 hr./d.; 11 mo./yr.	6/16/2022	001071	C 65000.0	100%

**E. Changes of Status**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
11	# Carie	Nuss	ASB Clerk	MHS	Promotion	\$4035.80/mo	24	5	8 hr./d.; 10.5 mo./yr.	4/22/2022	000456	G 00000.0	100%

**F. Other**

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

# Ratification  
 \* Correction  
 G General Fund  
 C Categorical Fund

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

**12. 21/22-4024 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

## RECOMMENDATION

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

## Rationale:

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

## ATTACHMENTS

- [05112022TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report #10

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

Ratification 1/ Afterschool Workshop Training.  
BOOST.

April 26 - 29, 2022, Palm Springs, CA

Estimated cost: \$730.51

(Registration: \$590.00; Mileage \$110.51 Hotel Parking: \$30.00.)

Tom McFadden, Director of Expanded Learning Programs.

2/ Superintendent's Conference

Leadership Associates Superintendent's Summer Institute

June 14 - 15, 2022, San Diego, CA

Estimated cost: \$484.57

(Lodging: \$276.35; Meals: \$111.00, Mileage: \$97.22.)

Dr. Ryan D. Smith, Superintendent of Schools.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D (No cost to District)

None



# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 13. 21/22-4014 - EDLIO INC., WEB HOSTING RENEWAL

#### RECOMMENDATION

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from June 30, 2022, through June 30, 2023.

#### Rationale:

Monrovia Unified School District uses Edlio Inc. to provide website hosting. Our website is driven by an easy-to-use content management system. The District would like to continue to use Edlio Inc. to host its website for one (1) additional year.

#### Background:

The Technology Services Department went through an evaluation process and reviewed server web hosting providers from late 2014 to early 2015. It was determined that Edlio Inc., met the needs of the District and sites. The Board approved this contract on May 13, 2015, and Edlio has provided website hosting services to the District and school websites since July 1, 2015.

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

The total cost for renewal of this contract is \$8, 190 and will be paid out of the Technology Services Budget.

#### Account:

#### Additional Information:

A copy of the renewal subscription invoice is attached.

## ATTACHMENTS

- [Edlio Invoice - Monrovia USD 22-23.pdf](#)



# Subscription Invoice

## Website Content Management System

Invoice for

**Monrovia Unified School District**

325 East Huntington Dr.  
Monrovia, CA 91016



Pay now by credit card

Remit payment to

**Edlio, LLC Collections**

PO Box 844766

Boston, MA 02284-4776

**Please note our new Remit Address above**

**Purchase Order #**

**Invoice Date** 4/8/2022

**Invoice Number** 27554

**Product Details**

Website Content Management System  
6/30/2022 - 6/30/2023

<b>Monrovia Unified School District</b>	<b>\$8,190.00</b>
Web Forms	\$0.00
<b>Subaccounts (11) total</b>	<b>\$0.00</b>
Plymouth Elementary School	\$0.00
Web Forms	\$0.00
Wild Rose School of Creative Arts	\$0.00
Web Forms	\$0.00
Clifton Middle School	\$0.00
Web Forms	\$0.00
Santa Fe Computer Science Magnet School	\$0.00
Web Forms	\$0.00
Monrovia High School	\$0.00
Web Forms	\$0.00
Canyon Oaks High School	\$0.00
Web Forms	\$0.00

Mountain Park School	\$0.00
Web Forms	\$0.00
Canyon Early Learning Center	\$0.00
Web Forms	\$0.00
Bradoaks Elementary Science Academy	\$0.00
Web Forms	\$0.00
Mayflower Elementary School	\$0.00
Web Forms	\$0.00
Monroe Elementary School	\$0.00

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<b>Price Subtotal</b>	\$8,190.00
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<b>Total Price</b>	\$8,190.00
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Thank you for choosing Edlio for your school website!  
 If you need further assistance,  
 please email [accountsreceivable@edlio.com](mailto:accountsreceivable@edlio.com) or call (877) 623-7200.

**\*\*Non-Refundable\*\***

www.edlio.com

Phone: (877) 623-7200 Fax: (888) 682-4062

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 14. 21/22 - 4015 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)

#### RECOMMENDATION

The Board of Education is requested to approve the renewal of a Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective June 1, 2022, through May 31, 2023.

#### Rationale:

The previous subscription with Microsoft Enrollment for Education Solutions Agreement from SHI International Corp will expire on May 31, 2022. This is a one-year renewal subscription.

#### Background:

Monrovia Unified School District currently supports a wide variety of computer devices of varying ages and types. California Educational Technology Professionals Association CITE (formerly CETPA), worked with Microsoft to put together the CAMSA (CITE and Microsoft Strategic Alliance) program, a strategic alliance program supported by Softchoice. This contract can serve as a master purchasing vehicle for K-12 educational institutions in the state of California. Offering major discounts and simplifying the license purchase process, this consortium includes over 70% of LEAs in California who would not qualify for this type of pricing on their own. The Microsoft Enrollment or Education solutions agreement is a piggyback contract with Simi Valley USD, Microsoft, and Softchoice Corporation to provide discounted pricing for Microsoft software. The agreement includes desktop management, anti-virus, server software, office software, operating system licensing, and Minecraft for students to code.

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

The costs of the services is determined by the count of Knowledge Worker staff members who use a computer as part of their job and the number of processors in our server hardware. The cost will be up to \$24,647.35. Departments, site and the Technology Services budget will provide funding.

#### Account:

#### Additional Information:

A copy of the renewal subscription is attached.

## ATTACHMENTS

- [MUSD Microsoft Enterprise Agmt. - 051122.pdf](#)



**Softchoice**  
 20 Mowat Avenue  
 Toronto, ON M6K 3E8

**Sales/Order desk**  
 Phone: (800) 268-7638  
 Fax: (800) 268-7639

<b>Quote</b>	Q-967431
<b>Date</b>	18-Apr-2022

## Quote

Ship To :  
 Charles Poovakan  
 Monrovia Unified School District  
 325 EAST HUNTINGTON DRIVE  
 MONROVIA, CA 91016

<b>Quote Prepared For</b>	Charles Poovakan Monrovia Unified School District Phone: (626) 471-2015 Email: cpoovakan@monroviaschools.net
<b>Quote Sent By</b>	Bis Fremichael bis.fremichael@softchoice.com Phone: (619) 330-5823 Fax:
<b>Anniversary Date</b>	01-Jun-2022
<b>Authorization Number</b>	47740171
<b>Agreement End Date</b>	31-May-2023
<b>Comments</b>	

### CAMSA EES 47740171 Ann Pay Yr 3 - 6/1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279432	AAA-73004	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	452	Upfront	01-Jun-2022	31-May-2023	United States	Subscription	\$49.39	\$22,324.28
2000279430	AAA-73002	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft (Original)	5583	Upfront	01-Jun-2022	31-May-2023	United States	Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	447	Upfront	01-Jun-2022	31-May-2023	United States	Subscription	\$0.00	\$0.00

2000279324	D87-01057	VisioPro ALNG LicSAPk MVL	3	Upfront	01-Jun-2022	31-May-2023	United States	Term License & Maintenance	\$50.49	\$151.47
2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	24	Upfront	01-Jun-2022	31-May-2023	United States	Perpetual License & Maintenance	\$37.50	\$900.00
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	8	Upfront	01-Jun-2022	31-May-2023	United States	Term License & Maintenance	\$5.95	\$47.60
2000279133	6QK-00001	Azure prepayment	1	Upfront	01-Jun-2022	31-May-2023		Subscription	\$1,224.00	\$1,224.00
<b>GROUP TOTAL</b>										<b>\$24,647.35</b>

SUBTOTAL	\$24,647.35
DELIVERY: Ground - 3 to 5 days	\$0.00
State Tax	\$0.00
Local Tax	\$0.00
All currency in this quote is in (USD).	<b>TOTAL</b> \$24,647.35

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO\_es :signer1}}

US - California Education - Microsoft ESS (CAMSA) -  
Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15

DUNs: 929022028

TIN: 13-3827773



# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 1. 21/22-1103 - MEMORANDUM OF UNDERSTANDING (MOU) WITH CAL POLY POMONA AND SAN DIEGO STATE UNIVERSITY COLLEGE OF ENGINEERING FEMINEER SCHOOL PROGRAM FOR THE 2022-23 SCHOOL YEAR

#### RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Cal Poly Pomona, San Diego State University, and Monrovia Unified School District for the purpose of providing the College of Engineering Femeiner School Program at Santa Fe Computer Magnet Science School, Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, and Wild Rose School of the Creative Arts for the 2022-23 school year.

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

Board Member Travanti \_\_\_\_\_, Board Member Hammond \_\_\_\_\_, Board Member Gholar \_\_\_\_\_,

Board Member Anderson \_\_\_\_\_, Board President Lockerbie \_\_\_\_\_

#### Rationale:

Monrovia Unified School District seeks to partner with Cal Poly Pomona and San Diego State University's College of Engineering Femeiner School Program for Santa Fe Computer Science Magnet School, Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, and Wild Rose School of Creative Arts for the 2022-23 school year.

#### Background:

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

The total cost of this program is \$10,000 and includes teacher training, materials, and supplies, to be paid from the Local Control and Accountability Plan (LCAP) budget.

#### Legal References:

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

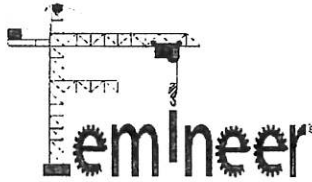
#### Additional Information:

Copies of each school site MOU are attached.

## ATTACHMENTS

- [FEMINEER MOUs - 20220429.pdf](#)





## Cal Poly Pomona and San Diego State University College of Engineering Femineer® School Program Memorandum of Understanding

### Cal Poly Pomona and San Diego State University College of Engineering's Responsibilities

The purpose of the CPP and SDSU College of Engineering (CPP CoE) Femineer® School Program is to assist schools in starting or continuing the CoE Femineer® Program at their sites for the 2022-2023 academic year. The Femineer® Program has three years of curriculum 1) Creative Robotics, 2) Wearable Technology, 3) Pi Robotics that are taken consecutively. All schools will start with Creative Robotics. The schools can then choose if they would like to continue with a second year of Creative Robotics, or move onto Wearable Technology and then Pi Robotics.

*This MOU is valid at all two Femineer® Affiliate sites: Cal Poly Pomona & San Diego State University.*

### School's Responsibilities

As a participant in the College of Engineering Femineer® School Program, your school agrees to the following:

- 1) The Femineer® teacher(s) must attend Femineer® teacher training if needed.
- 2) Implement any one of the three years of curriculum during the 2022-2023 academic year. If you do not implement the curriculum, during the 2022-2023 academic year, you must notify us immediately.
- 3) Promote this partnership with Cal Poly Pomona and San Diego State University College of Engineering.
- 4) Attend the Femineer® Summit in Spring 2023 or hold a Femineer® Summit at your school Virtual or in person
- 5) Sustain the CoE Femineer® Program after the 2022-2023 academic year.
- 6) Create a safe, warm, welcoming, and female-oriented learning environment where STEM centered learning can grow.

*\*Participating schools must ensure that participation in the program is open to all students regardless of gender or gender identity.*

Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: Bradocks Elementary Science Academy

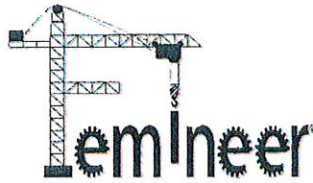
Please sign below

Erinn Dickinson \_\_\_\_\_ Erinn Dickinson \_\_\_\_\_ 4/19/22  
Femineer® Teacher Date

Jayne Nickles \_\_\_\_\_ 4-19-22  
School Administrator Date

Jayne Nickles \_\_\_\_\_ 4-19-22  
Print School Administrator Name Email

\_\_\_\_\_  
Cal Poly Pomona or San Diego State University, College of Engineering Date  
Femineer® Director



## Cal Poly Pomona and San Diego State University College of Engineering Femineer® School Program Memorandum of Understanding

### Cal Poly Pomona and San Diego State University College of Engineering's Responsibilities

The purpose of the CPP and SDSU College of Engineering (CPP CoE) Femineer® School Program is to assist schools in starting or continuing the CoE Femineer® Program at their sites for the 2022-2023 academic year. The Femineer® Program has three years of curriculum 1) Creative Robotics, 2) Wearable Technology, 3) Pi Robotics that are taken consecutively. All schools will start with Creative Robotics. The schools can then choose if they would like to continue with a second year of Creative Robotics, or move onto Wearable Technology and then Pi Robotics.

*This MOU is valid at all two Femineer® Affiliate sites: Cal Poly Pomona & San Diego State University.*

### School's Responsibilities

As a participant in the College of Engineering Femineer® School Program, your school agrees to the following:

- 1) The Femineer® teacher(s) must attend Femineer® teacher training if needed.
- 2) Implement any one of the three years of curriculum during the 2022-2023 academic year. If you do not implement the curriculum, during the 2022-2023 academic year, you must notify us immediately.
- 3) Promote this partnership with Cal Poly Pomona and San Diego State University College of Engineering.
- 4) Attend the Femineer® Summit in Spring 2023 or hold a Femineer® Summit at your school Virtual or in person
- 5) Sustain the CoE Femineer® Program after the 2022-2023 academic year.
- 6) Create a safe, warm, welcoming, and female-oriented learning environment where STEM centered learning can grow.

*\*Participating schools must ensure that participation in the program is open to all students regardless of gender or gender identity.*

Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: Mayflower Elementary

### Please sign below

Kenzie Salsman

Femineer® Teacher

4/22/22

Date

M. Costarella

School Administrator

4/22/22

Date

[Signature]  
Print School Administrator Name

4/22/22

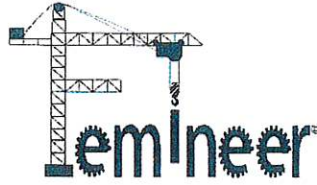
Email

mcostarella@monona  
schools.net

Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

Date





## Cal Poly Pomona and San Diego State University College of Engineering Femineer® School Program Memorandum of Understanding

### Cal Poly Pomona and San Diego State University College of Engineering's Responsibilities

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*This MOU is valid at all two Femineer® Affiliate sites: Cal Poly Pomona & San Diego State University.*

### School's Responsibilities

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- 3) Promote this partnership with Cal Poly Pomona and San Diego State University College of Engineering.
- 4) Attend the Femineer® Summit in Spring 2023 or hold a Femineer® Summit at your school Virtual or in person
- 5) Sustain the CoE Femineer® Program after the 2022-2023 academic year.
- 6) Create a safe, warm, welcoming, and female-oriented learning environment where STEM centered learning can grow.

*\*Participating schools must ensure that participation in the program is open to all students regardless of gender or gender identity.*

Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: Mayflower Elementary

**Please sign below**

[Signature]

Femineer® Teacher

(Andy Hernandez)

4/22/22

Date

[Signature]

School Administrator

Michele Costarella

Print School Administrator Name

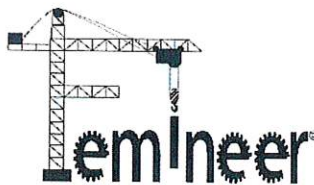
Date

4/12/22

Email

Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

Date



## Cal Poly Pomona and San Diego State University College of Engineering Femineer® School Program Memorandum of Understanding

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Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: \_\_\_\_\_

*Mayflower Elementary*

**Please sign below**

*Rebecca Shauer*

Femineer® Teacher

*4/22/22*

Date

*[Signature]*

School Administrator

Date

*Michele Costarella*

Print School Administrator Name

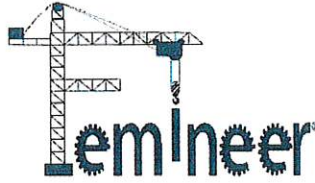
*4/12/22*

Email

Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

Date





## Cal Poly Pomona and San Diego State University College of Engineering Femineer® School Program Memorandum of Understanding

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Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: Mayflower Elementary

### Please sign below

Eileen J. Puvotell

Femineer® Teacher

4/22/22

Date

[Signature]

School Administrator

Date

Michele Costarella

Print School Administrator Name

4/12/22

Email

Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

Date



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Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name: Monroe Elementary School

Please sign below

Lorenia Cabello

Femineer® Teacher

4/27/22

Date

[Signature]

School Administrator

4/27/22

Date

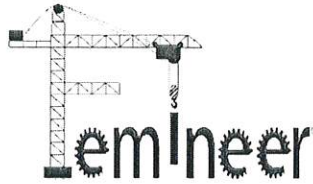
Amanda V. Noriega

Print School Administrator Name

anoriega@monrovia

Email schools.net





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Creative Robotics

Wearable Technology

Pi Robotics

School Name: \_\_\_\_\_

Plymouth Elementary

Please sign below

Mitzi Arila

Femineer® Teacher

5/2/22

Date

Greg Gero

School Administrator

5/2/22

Date

Greg Gero

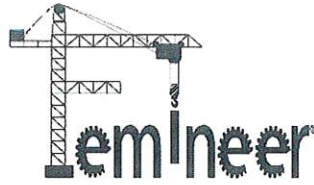
Print School Administrator Name

ggero@monroviachools.net

Email

\_\_\_\_\_  
Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

\_\_\_\_\_  
Date



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Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology


Pi Robotics

School Name: Wild Rose School of Creative Arts

### Please sign below

Alison Meloserdoff,   
Femineer® Teacher

4/15/22  
Date

  
School Administrator

4/15/22  
Date

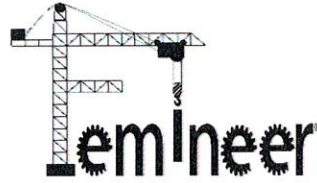
Paige Ramos  
Print School Administrator Name

sramos@monroviachools.net  
Email

\_\_\_\_\_  
Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

\_\_\_\_\_  
Date





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Which year curriculum is your school using for the 2022-2023 academic year?

Creative Robotics

Wearable Technology

Pi Robotics

School Name:

Santa Fe Computer Science  
Magnet School

Please sign below

Donna Montje

Femineer® Teacher

4/28/22

Date

Geoff Zamarripa

School Administrator

4/28/22

Date

Geoff Zamarripa

Print School Administrator Name

gzamarripa@monrovia  
schools.net

Email

4/28/22

Date

Cal Poly Pomona or San Diego State University, College of Engineering  
Femineer® Director

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 2. 21/22-1105 - PUBLIC REVIEW OF RECOMMENDED TEXTBOOK

#### RECOMMENDATION

The Board of Education is requested to accept for public review prior to adoption the textbook, "*Human Geography A Spatial Perspective, AP Edition*," for use in the high school history social science program beginning in 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:

The current textbook being utilized in our history social science program is nine (9) years old as the textbook was purchased for the 2013-14 school year. The California Department of Education (CDE) course outline has changed in both content and organization. A new textbook that is aligned with material the CDE expects teachers to cover is not in the current textbook. The new AP textbook provides writing prompts that can be used in preparation for the AP Human Geography exam, which is important because 50% of the exam score comes from written responses to three free response questions. The textbook is also delivered in digital format that will allow students to access the textbook from any location where there is an internet connection.

#### Background:

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

The total estimated cost of the textbook is \$15,530.20 and will be paid with state lottery funds allocated to the district.

#### Legal References:

Board Policy 6161.1 requires submission of a proposed textbook to the Board of Education for adoption following a thirty (30) day public display. This agenda item is the equivalent of a "first reading" in the adoption process.

#### ATTACHMENTS

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 3. 21/22-2141 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

#### RECOMMENDATION

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2021-22 school year.

#### Rationale:

AB 1200 was created to ensure that school districts throughout California are adequately prepared to meet their financial obligations. AB 1200 requires districts to submit a summary of the tentative agreement to the Los Angeles County Office of Education (LACOE) for review at least 10 days prior to the board taking actions, and to make the summary available to the public.

#### Background:

This proposed agreement presents the tentative settlement with MTA, CSEA, MASA, and CCM for 3.5% ongoing salary increase retroactive to July 1, 2021. In addition, this proposed agreement presents the tentative settlement with MTA for an increase in the teacher extra hours hourly rate to \$40.00 effective July 1, 2022.

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

The total 2021-22 budget increase will be \$1,857,125. This includes \$131,687 from LCFF Supplemental and Concentration Grant funds, \$328,365 from the Educator Effectiveness Grant funds, and \$267,683 from other funds and categorical programs. After the Board's approval, the District will revise the 2021-22 budget and multi-year projection accordingly.

#### Legal References:

Government Code section 3547.5(a) – “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement ... shall be disclosed at a public meeting”.

#### Additional Information:

A copy of the Public Disclosure of Collective Bargaining Agreement is attached. In accordance with AB 1200 and AB 2756, the proposed agreement has been submitted to LACOE for review, and has been available for Public review in the District Office for 10 days. The agreement will be submitted for Board approval at this

Board meeting.

## **ATTACHMENTS**

- [AB 1200 Public Disclosure of Proposed Collective Bargaining Agreement - 2021-22 - signed.pdf](#)

**Los Angeles County Office of Education  
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	TOTAL AGREEMENT
Certificated, Classified, Other:	CERTIFICATED/CLASSIFIED

The proposed agreement covers the period beginning: **July 1, 2021** and ending: **June 30, 2022**  
(date) (date)

The Governing Board will act upon this agreement on: **May 11, 2022**  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. <b>Salary Schedule</b> Including Step and Column	\$ 38,798,940	\$ 1,357,967	\$ -	\$ -
		3.50%	0.00%	0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 3,264,887	\$ 169,193	\$ -	\$ -
		5.18%	0.00%	0.00%
<b>Description of Other Compensation</b>				
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 6,490,628	\$ 329,965	\$ -	\$ -
		5.08%	0.00%	0.00%
4. <b>Health/Welfare Plans</b>	\$ 3,600,543	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 52,154,998	\$ 1,857,125	\$ -	\$ -
		3.56%	0.00%	0.00%
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	589.00			
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 88,548	\$ 3,153	\$ -	\$ -
		3.56%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT  
TOTAL AGREEMENT

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

3.50%

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Movement of Professional Development days to the beginning and end of the school year.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive to the instructional teams to have school team meetings and Professional Development days before school starts and to close out the school year. PD during the year has been restructured for staff to have time before the start of the second semester and for students to return mid-week.



MONROVIA UNIFIED SCHOOL DISTRICT  
TOTAL AGREEMENT

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**F. Source of Funding for Proposed Agreement:**

1. Current Year

General Fund reserves and Educator Effectiveness Grant funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund reserves and Educator Effectiveness Grant funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**Los Angeles County Office of Education  
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	MONROVIA TEACHERS ASSOCIATION (MTA)
Certificated, Classified, Other:	CERTIFICATED

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022  
(date) (date)

The Governing Board will act upon this agreement on: May 11, 2022  
(date)

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**A. Proposed Change in Compensation**

Bargaining Unit Compensation		Fiscal Impact of Proposed Agreement			
		(Complete Years 2 and 3 for multiyear and overlapping agreements only)			
All Funds - Combined		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			2021-22	2022-23	2023-24
1.	<b>Salary Schedule</b> Including Step and Column	\$ 23,974,408	\$ 839,106		
			3.50%	0.00%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,677,780	\$ 120,428		
			7.18%	0.00%	0.00%
	<b>Description of Other Compensation</b>		Longevity Hours		
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 5,202,209	\$ 200,255		
			3.85%	0.00%	0.00%
4.	<b>Health/Welfare Plans</b>	\$ 3,015,983	\$ -		
			0.00%	0.00%	0.00%
5.	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 33,870,380	\$ 1,159,789	\$ -	\$ -
			3.42%	0.00%	0.00%
6.	<b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	325.00			
7.	<b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 104,217	\$ 3,569	\$ -	\$ -
			3.42%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT  
MONROVIA TEACHERS ASSOCIATION (MTA)

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No.

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MONROVIA UNIFIED SCHOOL DISTRICT  
MONROVIA TEACHERS ASSOCIATION (MTA)

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**Los Angeles County Office of Education  
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT		
Name of Bargaining Unit:	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)		
Certificated, Classified, Other:	CLASSIFIED		

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022  
(date) (date)

The Governing Board will act upon this agreement on: May 11, 2022  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

<b>Bargaining Unit Compensation</b>		<b>Fiscal Impact of Proposed Agreement</b>			
		(Complete Years 2 and 3 for multiyear and overlapping agreements only)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
<b>All Funds - Combined</b>			<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
1.	<b>Salary Schedule</b> Including Step and Column	\$ 9,434,281	\$ 330,204		
			3.50%	0.00%	0.00%
2.	<b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,556,170	\$ 48,142		
			3.09%	0.00%	0.00%
	<b>Description of Other Compensation</b>		Longevity    Extra Hours		
3.	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 2,461,091	\$ 84,712		
			3.44%	0.00%	0.00%
4.	<b>Health/Welfare Plans</b>	\$ 1,766,305	\$ -		
			0.00%	0.00%	0.00%
5.	<b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 15,217,847	\$ 463,058	\$ -	\$ -
			3.04%	0.00%	0.00%
6.	<b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	220.00			
7.	<b>Total Compensation <u>Average</u> Cost per Bargaining Unit Employee</b>	\$ 69,172	\$ 2,105	\$ -	\$ -
			3.04%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

3.50%

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Movement of Professional Development days to the beginning and end of the school year.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive to the instructional teams to have school team meetings and Professional Development days before school starts and to close out the school year. PD during the year has been restructured for staff to have time before the start of the second semester and for students to return mid-week.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**F. Source of Funding for Proposed Agreement:**

1. Current Year

General Fund reserves and Educator Effectiveness Grant funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund reserves and Educator Effectiveness Grant funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**Los Angeles County Office of Education  
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)
Certificated, Classified, Other:	CERTIFICATED/CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022  
(date) (date)

The Governing Board will act upon this agreement on: May 11, 2022  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			2021-22	2022-23	2023-24
1. <b>Salary Schedule</b> Including Step and Column	\$ 4,424,807	\$ 154,866			
		3.50%	0.00%	0.00%	
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 21,446	\$ 291			
		1.36%	0.00%	0.00%	
<b>Description of Other Compensation</b>		Longevity			
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 966,105	\$ 33,717			
		3.49%	0.00%	0.00%	
4. <b>Health/Welfare Plans</b>	\$ 416,360	\$ -			
		0.00%	0.00%	0.00%	
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 5,828,718	\$ 188,874	\$ -	\$ -	
		3.24%	0.00%	0.00%	
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	32.00				
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 182,147	\$ 5,902	\$ -	\$ -	
		3.24%	0.00%	0.00%	



**Public Disclosure of Proposed Collective Bargaining Agreement**  
MONROVIA UNIFIED SCHOOL DISTRICT  
MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

3.50%

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Movement of Professional Development days to the beginning and end of the school year.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive to the instructional teams to have school team meetings and Professional Development days before school starts and to close out the school year. PD during the year has been restructured for staff to have time before the start of the second semester and for students to return mid-week.

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**F. Source of Funding for Proposed Agreement:**

1. Current Year

General Fund reserves and Educator Effectiveness Grant funds.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund reserves and Educator Effectiveness Grant funds.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

**Los Angeles County Office of Education  
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)
Certificated, Classified, Other:	CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022  
(date) (date)

The Governing Board will act upon this agreement on: May 11, 2022  
(date)

**Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.**

**A. Proposed Change in Compensation**

Bargaining Unit Compensation  All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
			2021-22	2022-23	2023-24
1. <b>Salary Schedule</b> Including Step and Column	\$ 965,444	\$ 33,791			
		3.50%	0.00%	0.00%	
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 9,491	\$ 332			
		3.50%	0.00%	0.00%	
<b>Description of Other Compensation</b>		Longevity			
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 322,314	\$ 11,281			
		3.50%	0.00%	0.00%	
4. <b>Health/Welfare Plans</b>	\$ 168,200	\$ -			
		0.00%	0.00%	0.00%	
5. <b>Total Bargaining Unit Compensation</b> Add Items 1 through 4 to equal 5	\$ 1,465,449	\$ 45,404	\$ -	\$ -	
		3.10%	0.00%	0.00%	
6. <b>Total Number of Bargaining Unit Employees</b> (Use FTEs if appropriate)	12.00				
7. <b>Total Compensation Average Cost per Bargaining Unit Employee</b>	\$ 122,121	\$ 3,784	\$ -	\$ -	
		3.10%	0.00%	0.00%	

MONROVIA UNIFIED SCHOOL DISTRICT  
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

3.50%

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No   
If yes, please describe the cap amount.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Movement of Professional Development days to the beginning and end of the school year.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive to the instructional teams to have school team meetings and Professional Development days before school starts and to close out the school year. PD during the year has been restructured for staff to have time before the start of the second semester and for students to return mid-week.

MONROVIA UNIFIED SCHOOL DISTRICT  
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

**D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?**

N/A.

**E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**F. Source of Funding for Proposed Agreement:**

1. Current Year

General Fund reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

General Fund reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Unrestricted General Fund

Bargaining Unit:

## TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 53,503,193		\$ -	\$ 53,503,193
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,007,310		\$ -	\$ 1,007,310
Other Local Revenue 8600-8799	\$ 513,310		\$ -	\$ 513,310
<b>TOTAL REVENUES</b>	\$ 55,023,813		\$ -	\$ 55,023,813
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 22,577,322	\$ 618,935		\$ 23,196,257
Classified Salaries 2000-2999	\$ 6,716,651	\$ 183,113		\$ 6,899,764
Employee Benefits 3000-3999	\$ 11,661,605	\$ 188,398		\$ 11,850,003
Books and Supplies 4000-4999	\$ 3,541,342		\$ -	\$ 3,541,342
Services and Other Operating Expenditures 5000-5999	\$ 4,696,885		\$ (131,687)	\$ 4,565,198
Capital Outlay 6000-6999	\$ 20,114		\$ -	\$ 20,114
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 51,615		\$ -	\$ 51,615
Transfers of Indirect Costs 7300-7399	\$ (1,389,268)		\$ -	\$ (1,389,268)
<b>TOTAL EXPENDITURES</b>	\$ 47,876,266	\$ 990,446	\$ (131,687)	\$ 48,735,025
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 73,470	\$ -	\$ -	\$ 73,470
Contributions 8980-8999	\$ (9,246,352)	\$ (270,631)	\$ -	\$ (9,516,983)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,172,275)	\$ (1,261,077)	\$ 131,687	\$ (3,301,665)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 11,602,377			\$ 11,602,377
Audit Adjustments/Other Restatements 9793/9795				\$ -
<b>ENDING FUND BALANCE</b>	\$ 9,430,102	\$ (1,261,077)	\$ 131,687	\$ 8,300,712
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted 9740				
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780	\$ 1,881,341	\$ 51,568	\$ (7,835)	\$ 1,925,074
Reserve for Economic Uncertainties 9789	\$ 2,210,518	\$ -	\$ -	\$ 2,210,518
Unassigned/Unappropriated Amount 9790	\$ 5,118,243	\$ (1,312,645)	\$ 139,522	\$ 3,945,120

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Restricted General Fund**  
**TOTAL AGREEMENT**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 3,337,319		\$ -	\$ 3,337,319
Other State Revenue 8300-8599	\$ 6,005,604		\$ 328,365	\$ 6,333,969
Other Local Revenue 8600-8799	\$ 5,393,878		\$ -	\$ 5,393,878
<b>TOTAL REVENUES</b>	\$ 14,736,801		\$ 328,365	\$ 15,065,166
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 5,635,429	\$ 430,672	\$ -	\$ 6,066,101
Classified Salaries 2000-2999	\$ 3,958,171	\$ 156,054	\$ -	\$ 4,114,225
Employee Benefits 3000-3999	\$ 7,829,813	\$ 141,753	\$ -	\$ 7,971,566
Books and Supplies 4000-4999	\$ 2,054,446		\$ -	\$ 2,054,446
Services and Other Operating Expenditures 5000-5999	\$ 4,303,193		\$ (129,483)	\$ 4,173,710
Capital Outlay 6000-6999	\$ 75,289		\$ -	\$ 75,289
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 683,836		\$ -	\$ 683,836
Transfers of Indirect Costs 7300-7399	\$ 1,059,874		\$ -	\$ 1,059,874
<b>TOTAL EXPENDITURES</b>	\$ 25,600,051	\$ 728,479	\$ (129,483)	\$ 26,199,047
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 134,136	\$ -	\$ -	\$ 134,136
Contributions 8980-8999	\$ 9,246,352	\$ 270,631	\$ -	\$ 9,516,983
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (1,751,034)	\$ (457,848)	\$ 457,848	\$ (1,751,034)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 2,617,945			\$ 2,617,945
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 866,911	\$ (457,848)	\$ 457,848	\$ 866,911
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 866,911	\$ (457,848)	\$ 457,848	\$ 866,911
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund  
TOTAL AGREEMENT

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ 53,503,193		\$ -	\$ 53,503,193
Federal Revenue 8100-8299	\$ 3,337,319		\$ -	\$ 3,337,319
Other State Revenue 8300-8599	\$ 7,012,914		\$ 328,365	\$ 7,341,279
Other Local Revenue 8600-8799	\$ 5,907,188		\$ -	\$ 5,907,188
<b>TOTAL REVENUES</b>	\$ 69,760,614		\$ 328,365	\$ 70,088,979
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 28,212,751	\$ 1,049,607	\$ -	\$ 29,262,358
Classified Salaries 2000-2999	\$ 10,674,822	\$ 339,167	\$ -	\$ 11,013,989
Employee Benefits 3000-3999	\$ 19,491,418	\$ 330,151	\$ -	\$ 19,821,569
Books and Supplies 4000-4999	\$ 5,595,788		\$ -	\$ 5,595,788
Services and Other Operating Expenditures 5000-5999	\$ 9,000,078		\$ (261,170)	\$ 8,738,908
Capital Outlay 6000-6999	\$ 95,403		\$ -	\$ 95,403
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 735,451		\$ -	\$ 735,451
Transfers of Indirect Costs 7300-7399	\$ (329,394)		\$ -	\$ (329,394)
<b>TOTAL EXPENDITURES</b>	\$ 73,476,317	\$ 1,718,925	\$ (261,170)	\$ 74,934,072
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 207,606	\$ -	\$ -	\$ 207,606
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (3,923,309)	\$ (1,718,925)	\$ 589,535	\$ (5,052,699)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 14,220,322			\$ 14,220,322
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 10,297,013	\$ (1,718,925)	\$ 589,535	\$ 9,167,623
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted 9740	\$ 866,911	\$ (457,848)	\$ 457,848	\$ 866,911
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 1,881,341	\$ 51,568	\$ (7,835)	\$ 1,925,074
Reserve for Economic Uncertainties 9789	\$ 2,210,518	\$ -	\$ -	\$ 2,210,518
Unassigned/Unappropriated Amount 9790	\$ 5,118,243	\$ (1,312,645)	\$ 139,522	\$ 3,945,120

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**



## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Fund 11 - Adult Education Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>					
Federal Revenue	8100-8299	\$ 205,145		\$ -	\$ 205,145
Other State Revenue	8300-8599	\$ 1,521,851		\$ -	\$ 1,521,851
Other Local Revenue	8600-8799	\$ 471,471		\$ -	\$ 471,471
<b>TOTAL REVENUES</b>		\$ 2,198,467		\$ -	\$ 2,198,467
<b>EXPENDITURES</b>					
Certificated Salaries	1000-1999	\$ 948,036	\$ 33,180	\$ -	\$ 981,216
Classified Salaries	2000-2999	\$ 108,360	\$ 3,792	\$ -	\$ 112,152
Employee Benefits	3000-3999	\$ 525,610	\$ 8,663	\$ -	\$ 534,273
Books and Supplies	4000-4999	\$ 65,509		\$ -	\$ 65,509
Services and Other Operating Expenditures	5000-5999	\$ 329,394		\$ -	\$ 329,394
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 89,264		\$ -	\$ 89,264
<b>TOTAL EXPENDITURES</b>		\$ 2,066,173	\$ 45,635	\$ -	\$ 2,111,808
<b>OTHER FINANCING SOURCES/USES</b>					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 146,940	\$ -	\$ -	\$ 146,940
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (14,646)	\$ (45,635)	\$ -	\$ (60,281)
<b>BEGINNING FUND BALANCE</b>					
Audit Adjustments/Other Restatements	9791	\$ 543,970			\$ 543,970
	9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>		\$ 529,324	\$ (45,635)	\$ -	\$ 483,689
<b>COMPONENTS OF ENDING FUND BALANCE:</b>					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ 529,324	\$ (45,635)	\$ -	\$ 483,689
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Fund 12 - Child Development Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,098,136		\$ -	\$ 1,098,136
Other Local Revenue 8600-8799	\$ 50,925		\$ -	\$ 50,925
<b>TOTAL REVENUES</b>	\$ 1,149,061		\$ -	\$ 1,149,061
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 334,365	\$ 11,028	\$ -	\$ 345,393
Classified Salaries 2000-2999	\$ 362,891	\$ 12,700	\$ -	\$ 375,591
Employee Benefits 3000-3999	\$ 347,922	\$ 5,322	\$ -	\$ 353,244
Books and Supplies 4000-4999	\$ 59,054		\$ -	\$ 59,054
Services and Other Operating Expenditures 5000-5999	\$ 3,856		\$ -	\$ 3,856
Capital Outlay 6000-6999	\$ 52,920		\$ -	\$ 52,920
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 76,896		\$ -	\$ 76,896
<b>TOTAL EXPENDITURES</b>	\$ 1,237,904	\$ 29,050	\$ -	\$ 1,266,954
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (88,843)	\$ (29,050)	\$ -	\$ (117,893)
<b>BEGINNING FUND BALANCE</b> 9791	\$ 267,226			\$ 267,226
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 178,383	\$ (29,050)	\$ -	\$ 149,333
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 178,383	\$ (29,050)	\$ -	\$ 149,333
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Fund 13/61 - Cafeteria Fund

Bargaining Unit:

## TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 5,778,274		\$ -	\$ 5,778,274
Other State Revenue 8300-8599	\$ 245,081		\$ -	\$ 245,081
Other Local Revenue 8600-8799	\$ 7,000		\$ -	\$ 7,000
<b>TOTAL REVENUES</b>	\$ 6,030,355		\$ -	\$ 6,030,355
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 1,240,261	\$ 43,410	\$ -	\$ 1,283,671
Employee Benefits 3000-3999	\$ 562,137	\$ 12,802	\$ -	\$ 574,939
Books and Supplies 4000-4999	\$ 1,674,232		\$ -	\$ 1,674,232
Services and Other Operating Expenditures 5000-5999	\$ 66,628		\$ -	\$ 66,628
Capital Outlay 6000-6999	\$ 900,000		\$ -	\$ 900,000
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 163,234		\$ -	\$ 163,234
<b>TOTAL EXPENDITURES</b>	\$ 4,606,492	\$ 56,212	\$ -	\$ 4,662,704
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ 1,423,863	\$ (56,212)	\$ -	\$ 1,367,651
<b>BEGINNING FUND BALANCE</b>	\$ 1,171,197			\$ 1,171,197
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 2,595,060	\$ (56,212)	\$ -	\$ 2,538,848
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ 40,000	\$ -	\$ -	\$ 40,000
Restricted 9740	\$ 2,555,060	\$ (56,212)	\$ -	\$ 2,498,848
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 63 - Fee Based Fund**  
 Bargaining Unit: **TOTAL AGREEMENT**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/31/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 217,935		\$ -	\$ 217,935
<b>TOTAL REVENUES</b>	\$ 217,935		\$ -	\$ 217,935
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 91,848	\$ 3,215	\$ -	\$ 95,063
Classified Salaries 2000-2999	\$ 86,002	\$ 2,787	\$ -	\$ 88,789
Employee Benefits 3000-3999	\$ 59,950	\$ 1,301	\$ -	\$ 61,251
Books and Supplies 4000-4999	\$ 1,956		\$ -	\$ 1,956
Services and Other Operating Expenditures 5000-5999	\$ 72,824		\$ -	\$ 72,824
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 312,580	\$ 7,303	\$ -	\$ 319,883
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (94,645)	\$ (7,303)	\$ -	\$ (101,948)
<b>BEGINNING FUND BALANCE</b>	\$ 201,584			\$ 201,584
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 106,939	\$ (7,303)	\$ -	\$ 99,636
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 106,939	\$ (7,303)	\$ -	\$ 99,636
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts in Columns 1 and 4 must be positive**

MONROVIA UNIFIED SCHOOL DISTRICT  
TOTAL AGREEMENT

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (131,687)	Reduced other Supplemental & Concentration Grant spending.
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ 328,365	Educator Effectiveness to pay for 2 PD days (1%) of school staff.
Expenditures	\$ (129,483)	Reduced other categorical program spending.
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

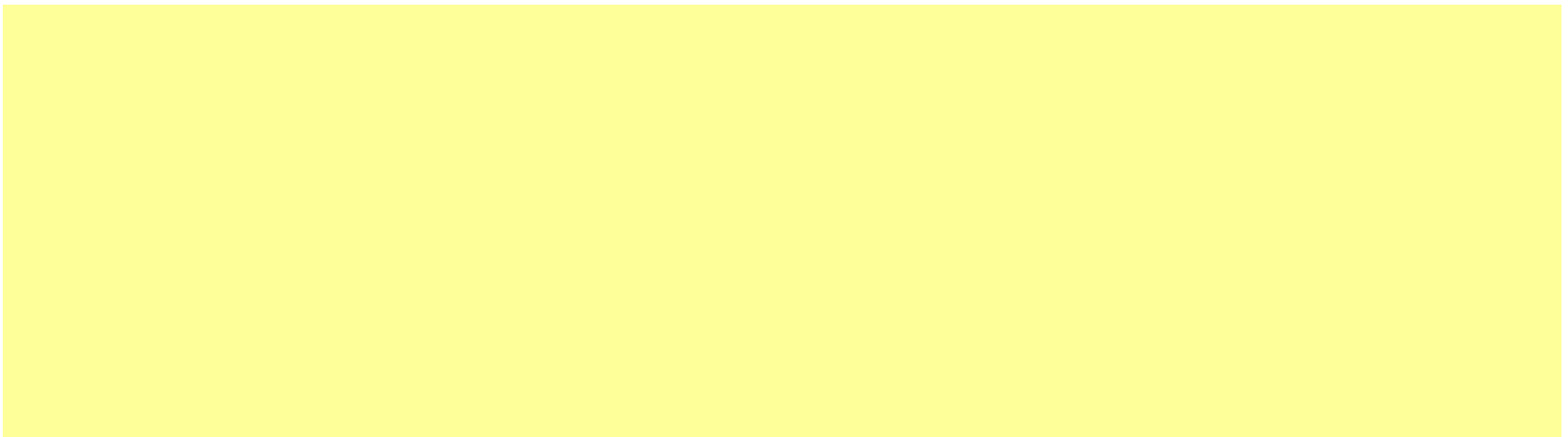
Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:



## MONROVIA UNIFIED SCHOOL DISTRICT

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Unrestricted General Fund MYP

Bargaining Unit:

## TOTAL AGREEMENT

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 53,503,193	\$ 51,775,278	\$ 52,890,624
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,007,310	\$ 1,014,162	\$ 1,003,177
Other Local Revenue 8600-8799	\$ 513,310	\$ 410,553	\$ 415,553
<b>TOTAL REVENUES</b>	\$ 55,023,813	\$ 53,199,993	\$ 54,309,354
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 23,196,257	\$ 23,180,991	\$ 23,558,931
Classified Salaries 2000-2999	\$ 6,899,764	\$ 6,985,443	\$ 7,029,896
Employee Benefits 3000-3999	\$ 11,850,003	\$ 11,705,376	\$ 11,661,214
Books and Supplies 4000-4999	\$ 3,541,342	\$ 3,539,048	\$ 1,653,735
Services and Other Operating Expenditures 5000-5999	\$ 4,565,198	\$ 3,709,943	\$ 3,148,395
Capital Outlay 6000-6999	\$ 20,114	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 51,615	\$ 51,615	\$ 51,615
Transfers of Indirect Costs 7300-7399	\$ (1,389,268)	\$ (1,389,268)	\$ (1,389,268)
Other Adjustments			\$ -
<b>TOTAL EXPENDITURES</b>	\$ 48,735,025	\$ 47,783,148	\$ 45,714,518
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 73,470	\$ 72,992	\$ 74,070
Contributions 8980-8999	\$ (9,516,983)	\$ (9,913,593)	\$ (9,851,101)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (3,301,665)	\$ (4,569,740)	\$ (1,330,335)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 11,602,377	\$ 8,300,712	\$ 3,730,972
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 8,300,712	\$ 3,730,972	\$ 2,400,637
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 1,925,074	\$ 2,000	\$ 2,000
Reserve for Economic Uncertainties 9789	\$ 2,210,518	\$ 2,148,539	\$ 2,088,650
Unassigned/Unappropriated Amount 9790	\$ 3,945,120	\$ 1,360,433	\$ 89,987

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

## MONROVIA UNIFIED SCHOOL DISTRICT

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Restricted General Fund MYP

Bargaining Unit:

## TOTAL AGREEMENT

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 3,337,319	\$ 2,904,289	\$ 2,904,289
Other State Revenue 8300-8599	\$ 6,333,969	\$ 5,882,019	\$ 5,874,280
Other Local Revenue 8600-8799	\$ 5,393,878	\$ 4,761,938	\$ 4,903,389
<b>TOTAL REVENUES</b>	\$ 15,065,166	\$ 13,548,246	\$ 13,681,958
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 6,066,101	\$ 5,943,963	\$ 6,011,163
Classified Salaries 2000-2999	\$ 4,114,225	\$ 4,006,094	\$ 4,006,094
Employee Benefits 3000-3999	\$ 7,971,566	\$ 8,179,919	\$ 8,262,521
Books and Supplies 4000-4999	\$ 2,054,446	\$ 914,331	\$ 906,592
Services and Other Operating Expenditures 5000-5999	\$ 4,173,710	\$ 2,539,686	\$ 2,468,843
Capital Outlay 6000-6999	\$ 75,289	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 683,836	\$ 683,836	\$ 683,836
Transfers of Indirect Costs 7300-7399	\$ 1,059,874	\$ 1,059,874	\$ 1,059,874
Other Adjustments		\$ -	
<b>TOTAL EXPENDITURES</b>	\$ 26,199,047	\$ 23,327,703	\$ 23,398,923
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 134,136	\$ 134,136	\$ 134,136
Contributions 8980-8999	\$ 9,516,983	\$ 9,913,593	\$ 9,851,101
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (1,751,034)	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 2,617,945	\$ 866,911	\$ 866,911
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 866,911	\$ 866,911	\$ 866,911
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 866,911	\$ -	\$ -
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ 866,911	\$ 866,911

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



## MONROVIA UNIFIED SCHOOL DISTRICT

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund MYP

Bargaining Unit:

## TOTAL AGREEMENT

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
LCFF Revenue 8010-8099	\$ 53,503,193	\$ 51,775,278	\$ 52,890,624
Federal Revenue 8100-8299	\$ 3,337,319	\$ 2,904,289	\$ 2,904,289
Other State Revenue 8300-8599	\$ 7,341,279	\$ 6,896,181	\$ 6,877,457
Other Local Revenue 8600-8799	\$ 5,907,188	\$ 5,172,491	\$ 5,318,942
<b>TOTAL REVENUES</b>	\$ 70,088,979	\$ 66,748,239	\$ 67,991,312
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 29,262,358	\$ 29,124,954	\$ 29,570,094
Classified Salaries 2000-2999	\$ 11,013,989	\$ 10,991,537	\$ 11,035,990
Employee Benefits 3000-3999	\$ 19,821,569	\$ 19,885,295	\$ 19,923,735
Books and Supplies 4000-4999	\$ 5,595,788	\$ 4,453,379	\$ 2,560,327
Services and Other Operating Expenditures 5000-5999	\$ 8,738,908	\$ 6,249,629	\$ 5,617,238
Capital Outlay 6000-6999	\$ 95,403	\$ -	\$ -
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 735,451	\$ 735,451	\$ 735,451
Transfers of Indirect Costs 7300-7399	\$ (329,394)	\$ (329,394)	\$ (329,394)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 74,934,072	\$ 71,110,851	\$ 69,113,441
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 207,606	\$ 207,128	\$ 208,206
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (5,052,699)	\$ (4,569,740)	\$ (1,330,335)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 14,220,322	\$ 9,167,623	\$ 4,597,883
Audit Adjustments/Other Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 9,167,623	\$ 4,597,883	\$ 3,267,548
<b>COMPONENTS OF ENDING FUND BALANCE:</b>			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740	\$ 866,911	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 1,925,074	\$ 2,000	\$ 2,000
Reserve for Economic Uncertainties 9789	\$ 2,210,518	\$ 2,148,539	\$ 2,088,650
Unassigned/Unappropriated Amount 9790	\$ 3,945,120	\$ 2,227,344	\$ 956,898

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



MONROVIA UNIFIED SCHOOL DISTRICT  
TOTAL AGREEMENT

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 75,141,678	\$ 71,317,979	\$ 69,321,647
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 75,141,678	\$ 71,317,979	\$ 69,321,647
d.	State Standard Minimum Reserve Percentage for this District <b>Enter percentage</b> →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 2,254,250	\$ 2,139,539	\$ 2,079,649

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,210,518	\$ 2,148,539	\$ 2,088,650
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 3,945,120	\$ 1,360,433	\$ 89,987
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 6,155,638	\$ 3,508,972	\$ 2,178,637
f.	Reserve for Economic Uncertainties Percentage	8.19%	4.92%	3.14%

3. Do unrestricted reserves meet the state minimum reserve amount?

2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

**MONROVIA UNIFIED SCHOOL DISTRICT  
TOTAL AGREEMENT**

**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 1,857,125
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,718,925)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (45,635)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (29,050)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (56,212)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (7,303)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
<b>Total all fund balances Increase/(Decrease) as a result of the settlement(s)</b>	<b>\$ (1,857,125)</b>

**Variance** \$ (0)

**Variance Explanation:**

**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (3,923,309)	<b>(5.3%)</b>	Declining enrollment.
Current FY Surplus/(Deficit) after settlement(s)?	\$ (5,052,699)	<b>(6.7%)</b>	Declining enrollment.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (4,569,740)	<b>(6.4%)</b>	Declining enrollment.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,330,335)	<b>(1.9%)</b>	Declining enrollment.

**Deficit Reduction Plan (as necessary):**

**7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 8a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

**J. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Monrovia Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2021 to June 30, 2022.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Other Financing Sources	\$ 328,365
Expenditures/Other Financing Uses	\$ 1,595,955
Ending Balance(s) Increase/(Decrease)	\$ (1,267,590)

Subsequent Years

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase/(Decrease)</b>
Revenues/Other Financing Sources	\$ -
Expenditures/Other Financing Uses	\$ -
Ending Balance(s) Increase/(Decrease)	\$ -

**Budget Revisions**

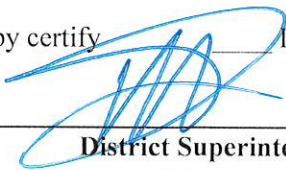
If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify  I am unable to certify



\_\_\_\_\_  
**District Superintendent**  
 (Signature)

4/29/22  
 \_\_\_\_\_  
 Date

I hereby certify  I am unable to certify



\_\_\_\_\_  
**Chief Business Official**  
 (Signature)

4/29/22  
 \_\_\_\_\_  
 Date

**Special Note:** The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.



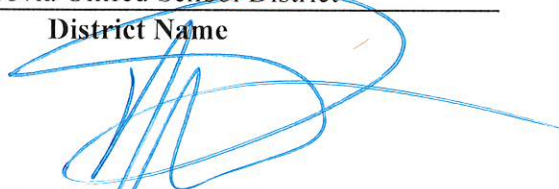
**K. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Monrovia Unifed School District

**District Name**



**District Superintendent  
(Signature)**

4/29/22

**Date**

David C. Conway

**Contact Person**

(626 471-2055

**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 11, 2022, took action to approve the proposed agreement with the MTA, CSEA, MASA, and CCM Bargaining Units.

**President (or Clerk), Governing Board  
(Signature)**

**Date**

**Special Note:** The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 4. 21/22- 4029 - APPROVAL OF CONTRACT WITH CAPTURING KIDS' HEARTS

#### RECOMMENDATION

The Board of Education is requested to approve a contract with Capturing Kids' Hearts for the professional development needs of district staff 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:

Capturing Kids' Hearts is an immersive, participatory experience. Teachers, staff, and administrators learn and practice skills they will use and model in their classrooms, schools, and districts, including: - How to build meaningful, productive relationships with every student and every colleague - How to use the Capturing Kids' Hearts Teaching Model to create a safe and effective learning environment - How to develop self-managing, high-performing classrooms using team-building skills and a social contract - High payoff techniques for dealing with conflict, negative behavior, and disrespect issues. Capturing Kids' Hearts is the beginning of a transformational, multi-year process for teachers and administrators at the campus and district levels. Capturing Kids Hearts provided scholarships for District Administrators to attend a flagship conference. The goal is to have Bradoaks ES, Monroe ES, Clifton MS, and Santa FE CSMS all trained by August 2022. We will be working on a two-year implementation plan that will ultimately bring all schools on board and trained with Capturing Kids' Hearts.

#### Background:

Research-based processes improve the five key indicators of school performance: fewer discipline referrals, improved attendance, higher student achievement, lower dropout rates, and higher teacher satisfaction. Schools that implement this program report: - Strengthened student connectedness to others by enhancing healthy bonds with teachers - Consistent rules of conduct with reduced disciplinary escalations and referrals - Dramatic reduction in truancy and dropouts - Reduction of negative behaviors such as isolation, violence, and substance use - Significant improvement in student academic performance - District-wide improvements in test scores - A higher rate of job satisfaction among teachers - Increased teacher retention and improvement in teacher recruiting

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

The total cost for this contract is \$55,000 and will be paid with Supplemental & Concentration funds.



**Additional Information:**

A copy of the proposed contract is attached.

**ATTACHMENTS**

- [MUSD CKH's Contract Agreement - 042722.pdf](#)



# Training Confirmation Agreement

Prepared for  
Monrovia Unified School District

March 14, 2022





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

Thank you for selecting Capturing Kids' Hearts to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Monrovia Unified School District ("CUSTOMER"). Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.

**SECTION 1: TRAINING INFORMATION**

Product	Date and Time
<p><b>Capturing Kids' Hearts 1™*</b>            Two, 2 consecutive-day training session(s) for up to 50 participants per session.            Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources in our online portal</li> </ul>	<p>August 11-12, 2022            8:00am-4:00pm            (with one hour break for lunch each day)</p>

**SECTION 2: TRAINING SET-UP SPECIFICATIONS**

Note: All facility details will need to be coordinated and funded by CUSTOMER. As you know, the environment in which the training is conducted impacts training effectiveness. To ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.

- There are to be no more than 50 people per trainer because of group processes involved.
- As our training is a process, participants must attend all sessions consecutively and should not "come and go" to sessions. There are no make-up-days for training. Please invite participants who will be able to attend both days.
- A quiet and service-oriented facility should be selected for this type of training. We recommend that the training not be conducted on district or school properties.
- A meeting room should be selected that is at least 40' X 70' (or 2800 square feet) in size for every group of 50 people expected and should be set in a "Modified Chevron" shape (see appendix A) with no participant's back positioned toward the presenter.
- Each meeting room should allow space for two breakout sessions on the first day.
- Training cannot be in a long, narrow room.
- Each meeting room should comfortably seat all participants. Each meeting room should have comfortable chairs, good acoustics, and lighting that can be dimmed or brightened on demand.
- In order to provide a quality presentation, we will need the following pieces of equipment to be provided, set up, and tested for function in each meeting room prior to our arrival at training:
  - Speaker's table or podium

Authorized Signer Initials \_\_\_\_\_  
 Monrovia Unified School District  
 August 11-12, 2022



- Registration table for check-in needs
- 2 display tables inside the meeting room(s)
- Post-it style flipchart pad with easel and selection of colored markers
- Wireless lavalier microphone
- Video projector, laptop, connections cables, remote, large screen and speaker system for both days
- Refreshments and light beverages need to be set up by CUSTOMER for the entire day for all participants (NO alcohol). Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

### SECTION 3: INVESTMENT

**Contract Fee:** Minimum of \$55,000.00

**Travel Fee:** \$3,000.00\*

**Additional charges (if applicable):** A \$400.00 fee will be charged per person over 50 participants (not to exceed 60). A \$27,500.00 fee will be charged if group size exceeds 60 people as another trainer will be needed and is subject to availability.

*\*Travel packages will be billed at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events and \$1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that Capturing Kids' Hearts has incurred and that must be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization.*

### SECTION 4: PAYMENT POLICIES

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

### SECTION 5: EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to April 14, 2022. Upon execution of this Agreement, Capturing Kids' Hearts will reserve your function at the exclusion of all other business opportunities.
- CUSTOMER grants Capturing Kids' Hearts permission to contact its employees and or faculty members via email.

### SECTION 6: RESCHEDULING/CANCELLATION POLICY

- Capturing Kids' Hearts can honor rescheduling requests 30 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should CUSTOMER notify Capturing Kids' Hearts less than 30 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-

Authorized Signer Initials \_\_\_\_\_  
Monrovia Unified School District  
August 11-12, 2022



excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

#### SECTION 7: INTELLECTUAL PROPERTY POLICY

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.

#### SECTION 8: CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(CUSTOMER's Authorized representative)

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

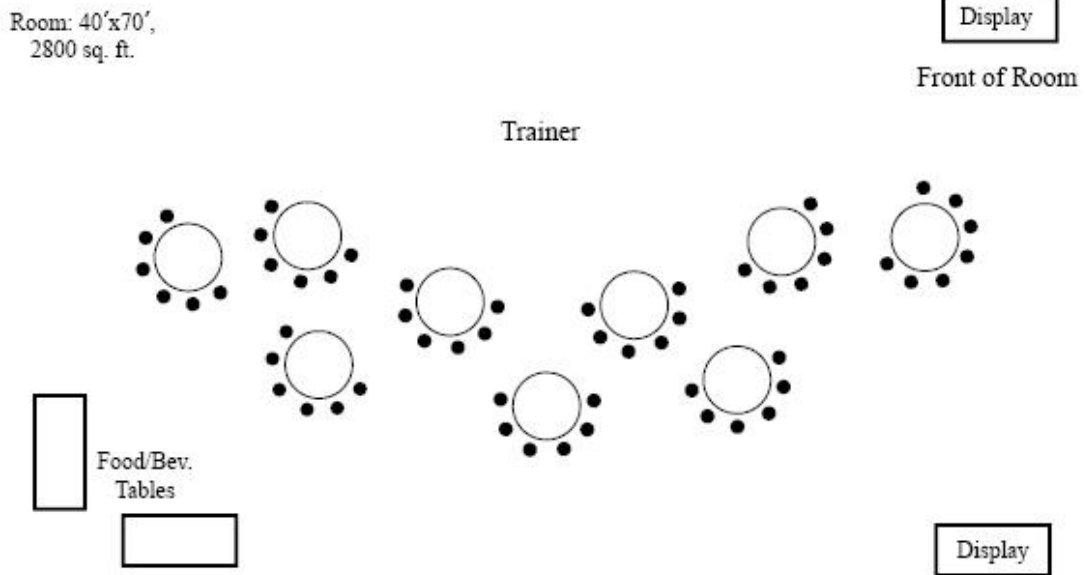
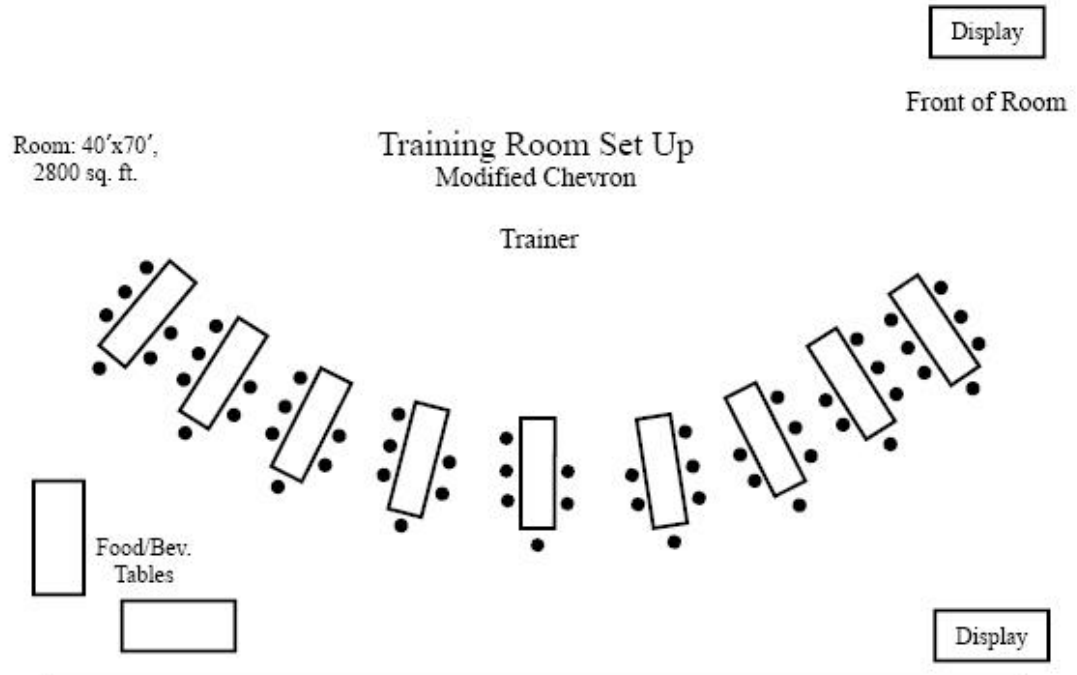
#### SECTION 9: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts  
Attn: Angie Shoffner  
Angie.Shoffner@capturingkidshearts.org  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
Fax: 877-941-4700

Authorized Signer Initials \_\_\_\_\_  
Monrovia Unified School District  
August 11-12, 2022

**APPENDIX A**



Please choose based on table type availability or if both table types available, please choose based on room shape/size to maximize walking/movement space for both the facilitator and participants.

Authorized Signer Initials \_\_\_\_\_  
Monrovia Unified School District  
August 11-12, 2022

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 5. 21/22 - 4030 - APPROVAL OF VACCINE PHARMACY SERVICES WITH ALBERTSONS COMPANIES

#### RECOMMENDATION

The Board of Education is requested to approve a contract with Albertsons Companies for vaccine pharmacy services for MUSD middle schools.

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

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

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

#### Rationale:

Approval of this contract will allow Monrovia Unified School District to host immunization clinics at both Santa Fe Computer Science Magnet School & Clifton MS. The clinics will also offer free Tetanus, Diphtheria, and Pertussis (TDAP) vaccines to foster and homeless students. TDAP vaccines for all other students will be at a cost.

#### Additional Information:

A copy of the proposed agreement is attached.

#### ATTACHMENTS

- [2021-22 Albertsons Vaccine Pharmacy Services Agmt - 051122.pdf](#)



## 2021-2022 VACCINE PHARMACY SERVICES AGREEMENT (“AGREEMENT”)

<b>Name of Business/Organization: (“Business”)</b>	Monrovia Unified School District
<b>Business Contact:</b>	Katrina Cuasay
<b>Billing Contact or Dept: (if different than above)</b>	David Conway
<b>Billing Address, Street, City, State, Zip:</b>	325 E Huntington Drive, , Monrovia, California, 91016
<b>Billing Contact Phone:</b>	(626) 471-2055
<b>Billing Contact Email:</b>	dconway2@monroviaschools.net
<b>Invoice Delivery Preference:</b>	<input type="checkbox"/> Email <input type="checkbox"/> Mail
<b>Albertsons/Safeway Requestor’s Name:</b>	Anthony Sinconis
<b>Anticipated # of Participants:</b>	
<b>Effective Date: (Date the Agreement begins)</b>	9/1/2021

**1. Terms:**

On behalf of its subsidiaries, Albertsons Companies, Inc. (“Pharmacy”), doing business as **Local Pharmacy Name** operating in **x state(s)**, hereby agree(s) to provide vaccination services (subject to a valid prescription if required by law) to eligible members of Business, at the pharmacy(ies) set forth above, or at another site mutually agreed to by the parties. Vaccinations will be provided by an authorized individual of the Pharmacy, who has completed required professional training, and operating under applicable law(s) including but not limited to the state’s Board of Pharmacy or Pharmacy Practice Act, and in accordance with current immunization recommendations and guidelines established by the Advisory Committee on Immunization Practices (ACIP) of the U.S. Centers for Disease Control and Prevention (CDC).

**2. Eligibility and Billing:**

Pharmacy agrees to provide vaccines to students according to and/or upon presentation of the agreed-upon identification and eligibility method: (**members will present with their company-sponsored medical and prescription insurance cards; only employees with company-sponsored insurance will be eligible to receive the vaccine**). Pharmacy will work in good faith with Business to determine in advance the medical or prescription drug benefit coverage for applicable vaccines that Pharmacy is able to bill through Pharmacy’s billing system. Where applicable, Pharmacy shall collect any applicable copayments, coinsurance or cost of the vaccine from the Business member at the point of service.

**Select the applicable option(s):**

- Billing Insurance:** Vaccine claims shall be billed and reimbursed online through Pharmacy’s billing system for eligible members with on-line vaccine coverage. Please list the name of the medical or prescription drug provider to be billed: . In the event of non-payment from medical or prescription benefits, the **Participant** will be responsible for vaccine reimbursement charges due to Pharmacy.
- Invoice Business:** The Business will cover the cost of the vaccine(s) for the Business’ members according to the following member eligibility criteria and the reimbursement terms described herein: homeless and foster students.



If Business selects to be invoiced, Pharmacy shall bill Business for such vaccinations monthly in arrears on an Albertsons Companies invoice at the reimbursement rate stated below and a \$1.00 processing fee for each vaccination administered:

Vaccine Category	Vaccine Product	Reimbursement Rate/Dose
Tdap (Tetanus/Diphtheria/Pertussis)	Adacel/Boostrix	\$85.00

- Any other additional terms shall be described here: **Describe any other additional terms.**
- On-Site Clinics?**  Yes  No If yes, refer to Exhibit A.

**\*\*Pharmacy requires at least a 72-hour notice to cancel any scheduled clinic(s), or a surcharge of \$375 per clinic will apply.**

**5. Term and Termination:**

The term of this Agreement shall automatically terminate on 08/31/2022, unless terminated by any of the following: (i) without cause upon thirty (30) days written notice from either party; (ii) default or breach by either party of any provision of this Agreement which remains uncured for ten (10) business days after written notice from the other party; or (iii) immediately upon the insolvency or the filing of any bankruptcy proceedings by or on behalf of either party, an assignment for the benefit of creditors or the appointment of a receiver. Such termination as described herein shall not release Business from liability for debts previously accrued hereunder. The parties further agree that in the event of any dispute or collection efforts hereunder, the prevailing part shall be entitled to recover from the other its reasonable attorney fees and expenses, in addition to such remedies as may otherwise be available at law or in equity.

**6. Billing:**

To the extent applicable based on the billing option selected above, Business hereby unconditionally agrees to reimburse Pharmacy for vaccinations administered pursuant to this Agreement by paying each invoice within thirty (30) days of receipt to the Remittance Address listed below. In the event Business does not pay within thirty (30) days, Pharmacy reserves the right to refuse to provide further vaccinations hereunder until such debt is paid in full. Payments received after thirty (30) days will be subject to interest on the unpaid balance accruing from the first day in the amount of 1½% above the prime rate on the date the payment was due. If at any time the rate of interest payable by Business exceeds the highest rate of interest permissible under any applicable law (the "Maximum Lawful Rate"), then, so long as the Maximum Lawful Rate would be exceeded, the rate of interest under this Agreement shall be equal to the Maximum Lawful Rate.

**Remittance Address:**

**Albertsons Companies**  
**P.O. Box 742382**  
**Los Angeles, CA 90074-2962**  
**Email: [pharmcontracting@albertsons.com](mailto:pharmcontracting@albertsons.com)**

**7. Liability/Indemnification:**

Business and Pharmacy agree to indemnify, hold harmless and defend the other, its parent, subsidiaries





or affiliates from any liability, loss, damage, claim or expense of any kind, including costs and attorney's fees, which results from the act or omission of the indemnifying party or its agents or employees.

**8. Confidentiality; HIPAA Compliance:**

Pharmacy and Business shall treat all member's pharmacy records as confidential and comply fully with all applicable state and federal laws and regulations regarding the confidentiality of member's records including but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) as from time to time amended. The foregoing provision regarding confidentiality shall survive expiration or termination of the Agreement. Pharmacy shall maintain records regarding services under this Agreement in compliance with applicable federal, state and local laws.

**9. No Exclusion from Federal HealthCare Programs:**

Each party represents and warrants to the other party that it is not excluded from participation in any federal health care programs, as defined under 42 U.S.C. section 1320a-7b(f); and to its knowledge, there are no pending or threatened government investigations that may lead to such exclusion. Each party will notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of receiving written notice of such. Each party shall have the right to immediately terminate this Agreement upon learning of any such exclusion of the other.

**10. PREP Act Immunity (Applicable to COVID-19 Vaccines Only):**

As an entity that "provides a facility to administer or use" FDA-authorized COVID-19 vaccines, Business will function as a "program planner," 42 U.S.C. § 247d-6d(i)(6), within the meaning of the federal Public Readiness and Emergency Preparedness Act ("PREP Act" or the "Act"), and will also function as a "covered person," 42 U.S.C. § 247d-6d(i)(2), within the meaning of the Act. As an entity that is "a licensed health professional or other individual who is authorized to prescribe, administer or dispense" COVID vaccine, Pharmacy will function as a "qualified person," U.S.C. § 247d-6d(i)(8), and will also function as a "covered person," 42 U.S.C. § 247d-6d(i)(2), within the meaning of the PREP Act. Each party will comply with all requirements necessary for such party's activities hereunder to qualify for immunity as a "covered person" under the PREP Act, 42 U.S.C. § 247d-6d, and the Secretary of Health and Human Services' March 17, 2020 Declaration Under the PREP Act for Countermeasures Against COVID-19, and any amendments thereto.





**11. Miscellaneous:**

This Agreement, together with any addenda, amendments or modifications attached hereto, comprises the complete agreement of the parties with respect to the subject matter hereof. This Agreement may be amended at any time only by a written agreement signed by both parties. This Agreement may only be assigned with the prior written consent of the other party unless assigned to a parent, affiliate, subsidiary or successor in interest. This Agreement shall be construed and enforced in accordance with the laws of the State of **[Insert state. Use Delaware as the default and change only if requested]**, without regard to conflict of law principles. This Agreement is intended solely for the benefit of the undersigned and shall not inure to the benefit of any third parties. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall be one document binding on the parties even though each of the parties may have signed different counterparts. This Agreement shall also be considered executed by the parties upon receipt by electronic transmission of the counterparts signed by all the parties.

<b>IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth below.</b>			
<b>Business</b>		<b>Pharmacy</b>	
Signature		Signature	
Name:		Name:	<b>Joe Lask</b>
Title:		Title:	<b>Senior Director, Managed Care</b>
Date:		Date:	



EXHIBIT A

**Use of Business's Facility (if applicable)**

Subject to the terms and conditions set forth in this Agreement, Business will provide Pharmacy and its employees, contractors and agents with a right to access certain space owned or controlled by Business (the "Facility") for the purpose of providing the services hereunder. This is a temporary non-exclusive license, revocable at the will of Business. Pharmacy will return the Facility to the condition it was in prior to Pharmacy's use of the Facility. Pharmacy shall properly handle and dispose of all medical waste, including, without limitation, any gloves, masks, swabs, and syringes, in compliance with all applicable statutes, regulations and laws. Upon the expiration or termination of this License, Pharmacy shall return the Facility free from any medical waste. Pharmacy shall indemnify, hold harmless and defend Business, its parent, subsidiaries or affiliates from any Loss related to Pharmacy's use of the Facility under this Agreement, including but not limited to claims brought by vaccine recipients.

**THE FACILITY IS BEING PROVIDED TO THE PHARMACY "AS IS" AND THE PHARMACY HEREBY ACCEPTS THE FACILITY IN "AS IS" CONDITION. THE PHARMACY SHALL USE THE FACILITY ONLY FOR THE PURPOSES STATED HEREIN AT ITS SOLE RISK, COST AND EXPENSE. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE BY BUSINESS WITH RESPECT TO SUITABILITY OR SAFETY OF THE FACILITY FOR THE PHARMACY'S INTENDED USE.**

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 6. 21/22-4031 - APPROVAL OF JOB DESCRIPTION, *ELEMENTARY SCHOOL COUNSELOR*

#### RECOMMENDATION

The Board of Education is requested to approve an updated job description, *Elementary School Counselor*.

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

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

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

#### ATTACHMENTS

- [School Counselor, Elementary 2022.pdf](#)

## MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: SCHOOL COUNSELOR, ELEMENTARY

---

DIVISION: Educational Services

REPORTS TO: Director of Elem. Ed.

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

### BRIEF DESCRIPTION OF POSITION

Under the direction of the Director of Elementary Education, the Counselor will implement and monitor the effectiveness of a comprehensive guidance program that meets the needs of all TK-5th grade students, across multiple sites. The Elementary School Counselor's primary function is to provide all students equitable access to developmentally appropriate and comprehensive counseling services focused on academic success, personal and social development and career and college guidance. Plans, monitors, and manages students' educational development, such as short and long-range educational goals, college and career awareness and personal/social development. Communicates and involves parents and caregivers in this process. Consult with parents, teachers and staff to enhance their effectiveness in helping students.

Develops and maintains a written plan for effective delivery of the school counseling program based on the American School Counselor Association National Model. Communicates the goals of the comprehensive school counseling program to education stakeholders. Uses the majority of time providing direct services for students through the guidance curriculum, individual student planning, and preventative and responsive services. Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals. Assists all students, individually or in groups, with developing academic, career and personal /social skills, goals and plans. Provides individual and group counseling to students with identified concerns and needs. Consults, educates and collaborates through a variety of education venues with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs. Trains staff on common language to support school wide character education, climate, respect programs. Uses appropriate assessment procedures for determining and structuring individual and group counseling services. Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

### DISTINGUISHING CHARACTERISTICS:

This position requires subject matter expertise in elementary comprehensive school counseling programs, MTSS, school climate, college and career readiness, and social emotional learning.

### ESSENTIAL RESPONSIBILITIES:

- Assists in the placement of new pupils using parent conferences, pupil conferences and diagnostic and achievement testing as appropriate.
- Provides assistance to teachers and parents in the interpretation of abilities and needs of individual pupils.
- Provides assistance to teachers in planning and conducting parent-teacher meetings. May participate in parent/teacher meetings upon request.
- Assists the staff in the reinforcement of appropriate pupil behavior standards.
- Makes preliminary evaluation of pupils referred to the counselor by the teachers, administrators or others.
- Facilitates the involvement of other district specialists, community agencies, and private practitioners when appropriate.
- Counsels students in individual or group sessions regarding a variety of problems: school, home, parent/child conflict, drugs/alcohol abuse, suicide, etc.
- Participates in the evaluation of the total instructional program of the school and district and in recommending designed changes and improvements.
- Consults and collaborates with school personnel to promote a school environment responsive to the needs of the pupils and the educational program.
- Establishes an organized method of reporting to teachers.
- Knowledge of effective strategies to identify and address the educational needs of students in elementary school.
- Understanding of child and adolescent development (physical, cognitive, behavioral, emotional) and ability to use this information to provide effective counseling services.
- Ability to work effectively with all segments of the educational community and general public.
- Ability to exercise good judgment and decision making.
- Knowledge of the IEP and Section 504 process and related school district policies and procedures.
- Knowledge of restorative practices and procedures related to school discipline, including but not limited to alternatives to suspension and expulsion.
- Knowledge of practices and supports to develop a culturally responsive learning environment.
- Knowledge of school counseling approaches and ability to address child and adolescent concerns within the school setting as a whole.
- Maintains open lines of communication with the site principal.
- Maintains a collaborative working relationship with local community partners.
- Plans, develops, and coordinates training and staff development programs for addressing the social emotional learning needs of students.

- Provide structured, prevention, intervention and responsive services to meet the needs of individuals or groups of students regarding academic, career, and personal/social issues.
- Consult and collaborate with teachers, parents, and staff to increase student achievement, positive behavior, motivation and academic learning.
- Identify students at risk of not meeting academic standards, monitor student progress and attendance and provide intervention strategies in partnership with the principal
- Coordinate school counseling office and/or center when established and coordinate counseling services provided by partnership-agencies.
- Provide individual or group counseling to address behaviors and psychosocial stressors that interfere with educational performance.
- Provide crisis-intervention services when issues such as child abuse and neglect, danger to self or others, substance abuse, and involvement in juvenile crime need to be addressed.
- Develop and implement youth activities and programs that reduce discipline rates and maximize student attendance and classroom participation.
- Work with parents and students to identify post-secondary educational and career pathways.
- Provide information, guidance and support to students on college awareness
- Use data effectively to deliver counseling services to students.
- Assist in the development of school climate and Positive Behavioral Interventions and Supports (PBIS) at the school site.
- Assist in the implementation of MTSS and Response to Intervention (RtI) Teams to coordinate and monitor support services equitably for students.
- Participate in SST, IEP, and Section 504 meetings for students.
- Focus on student strengths and equity when working with students, families, and staff from diverse cultural, ethnic, social, and economic backgrounds.
- Adhere to all professional and ethical standards for the school counseling profession, district policies and procedures, California Education Code, State and Federal law.
- Ensure timely documentation of services.
- Assist with staff training as needed.
- Attend job-related meetings and activities.
- Appraise student interests, aptitudes and attitudes utilizing a variety of assessment strategies and techniques for the purpose of developing a plan for academic and career success.
- Assist in developing student behavior management plans and programs for the purpose of resolving social, emotional and educational challenges and concerns
- Assist in identifying school program needs for the purpose of developing school instructional programs geared to meet individual student needs.
- Assist in the planning, development, and conduct of programs (e.g. guest speakers, student visitations, articulation, orientations, transition activities) for the purpose of promoting student educational and social development and success.
- Collect, organize and analyze student information (e.g. historical educational data, test results) for the purpose of tracking student progress and promoting academic success.
- Consult and collaborate with teachers, staff, parents and community entities for the purpose of understanding and meeting the needs of students.

- Coordinate with site staff, elementary staff, high school staff, and/or community entities (e.g. service clubs, courts, child protective services, etc.) for the purpose of providing/receiving requested information, making recommendations and providing a successful transition between programs.
- Monitor students' progress for the purpose of identifying issues and taking appropriate action for increasing student success.
- Plan, develop, and present, as requested, a variety of reports pertaining to site counseling and guidance functions and activities for the purpose of evaluating the effectiveness of the program and planning for success.
- Refer students and their parents to appropriate specialists, special programs and other outside agencies for the purpose of helping them address and solve emotional and academic challenges.
- Serve as a resource for site personnel, District personnel and members of the school community for the purpose of promoting student success.
- Counsels with students and parents of students who exhibit significant academic, social, or emotional problems, which adversely affect educational development. If necessary, counselors may make telephone contacts with parents, arrange conferences and make home visits.
- Counseling staff may hold weekly meetings for coordination of counseling efforts with specific regard to district services, alternative schools, and community agencies.
- Investigate and implement district policy in emergency situations involving students (suicide threats, battered children, sex offenses, human trafficking, and assaults) which occur or are discovered in school settings, acting upon request of school administrators, parents, and the probation department.
- Investigate attendance problems and initiate corrective procedures as appropriate. May also assist in the treatment and prevention of minor discipline problems.
- Collaborate with law enforcement, mental health, and family service agencies in attempting to remedy problems involving students.
- Keeps well informed on regulations and laws dealing with youth and on current policies and procedures of all community mental health and social agencies.
- Meet with new students on an individual counseling basis.
- Counselors may visit classrooms for the purpose of presenting classroom guidance lessons, disseminating information, test information, scheduling procedures, classroom teaching regarding social/emotional issues.
- Principal may require at least one counselor to be available at all times during the school day for crisis counseling.
- Counselors will be available for circulation and supervision including recess, student lunch periods, before and after school.
- Counselors may coordinate special activities, such as college night, career day, parent information meetings, etc.
- Counselors proctor and provide pertinent information regarding different standardized assessments, college applications, scholarships, and are available to interpret the results of these tests to students as needed.
- Maintains professional competence through professional growth activities.
- Provide staff awareness training and other professional developments.
- Maintain student and parent confidentiality.

- Coordinate with site administration the development and/or implementation of special programs or interventions, such as those related to character and career education
- Performs other tasks and assumes other responsibilities that may be assigned by the principal.

#### KNOWLEDGE AND ABILITIES:

- Principles, trends, methods, strategies and procedures pertaining to developing and maintaining a comprehensive school counseling program.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Effective communication; interpersonal skills using tact, patience and courtesy; human relations strategies, methods, and techniques.
- Best practices in collaborating to meet the needs of students, staff and families. support all members.
- Promoting positive relationships between all groups for the benefit of instructional programs for students.
- Knowledge of effective strategies to identify and address the educational needs of students in public education and access career training opportunities, universities and colleges.
- Understanding of child and adolescent development (physical, cognitive, behavioral, emotional) and ability to use this information to provide effective counseling services.
- Ability to work effectively with all segments of the educational community and general public.
- Ability to exercise good judgment and decision making.
- Knowledge of the IEP and Section 504 process and related school district policies and procedures.
- Knowledge of restorative practices and procedures related to school discipline, including but not limited to alternatives to suspension and expulsion.
- Knowledge of practices and supports to develop a culturally responsive learning environment.
- Knowledge of school counseling approaches and ability to address child and adolescent concerns within the school setting as a whole.

#### EDUCATION/EXPERIENCE:

- Equivalent to completion of a Master of Arts or higher degree from an accredited college or university in school counseling or other closely related areas.
- Possession of a valid California Pupil Personnel Services Credential authorizing service as a school counselor.
- Successful counseling experience at the elementary level.
- Bilingual preferred, but not required.
- Successful classroom teaching is desirable.

#### SALARY AND BENEFITS

Initial placement on elementary counselor salary schedule is dependent on a combination of post baccalaureate units and qualifying years of previous service.



### TERM OF ASSIGNMENT

- Full time, 10 months.
- 185 days

### ABILITY TO

- Work collaboratively with the principal and staff to establish and reach clear goals and objectives.
- Work creatively to solve problems and effectively promote change.
- Work with and appreciate a diverse community, student population and staff.
- Assimilate and evaluate data and prepare sound recommendations.
- Develop and keep the trust and confidence of others; deal effectively with different personalities and styles.
- Establish and maintain effective working relationships.
- Understand and carry out oral and written directions with minimal professional direction.
- Establish and maintain effective and cooperative organizational, public and community relationships.

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

### PHYSICAL REQUIREMENTS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.
- Mental ability and knowledge required to interpret and implement policies, rules and regulations, and make determinations relative to the effective performance of the essential responsibilities of the position.
- Ability to sit or stand for extended periods of time.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.
- Ability to bend, reach and mobility sufficient to circulate freely around campus.
- The employment of the Elementary Counselor position is contingent fingerprint clearance from the Department of Justice

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

### GENERAL CERTIFICATES, LICENSES, REGISTRATIONS:

- California Driver's License (by first day of service).
- Computer skills in Microsoft Office and Google platform.

SUBJECT TO BOARD APPROVAL: MAY 2022



# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 7. 21/22-4032 - MUSD SCHOOL CALENDARS FOR THE 2022-2023 AND 2023-2024 SCHOOL YEARS

#### RECOMMENDATION

The Board of Education is requested to approve the updated calendars for the 2022-2023 and 2023-2024 school years.

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

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

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

#### Rationale:

The Monrovia Teachers Association, California School Employees Association and the District have agreed to the proposed 2022-2023 and 2023-2024 school calendars. They are now being presented to the Board of Education for final approval.

#### Background:

During the ongoing negotiations process, the calendar has now been finalized with the placement of certificated and classified staff development days.

#### Legal References:

Education Code Section 37200 defines the school calendar.

#### Additional Information:

Copies of the finalized calendars are attached.

## ATTACHMENTS

- [2022-2023 MUSD District Calendar.pdf](#)
- [2023-2024 MUSD District Calendar.pdf](#)

# MONROVIA UNIFIED SCHOOL DISTRICT

## School Calendar 2022-2023

	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Days Taught/ Workday	Legal Holiday	Local Holiday	
First School Month	<b>Aug</b>					NT	NT	NT	NT	NT	ASI	ASI	SS											
August 1– August 26	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	8/10			
Second School Month	<b>Sep</b>					*◎																		
August 29–September 23	29	30	31	1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	19/19			
Third School Month	<b>Oct</b>					K-8, PTC	K-8, PTC	K-8, PTC	K-8, PTC	K-8, PTC														
September 26 – October 21	26	27	28	29	30	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	20/20			
Fourth School Month	<b>Nov</b>														*◎									
October 24–November 18	24	25	26	27	28	31	1	2	3	4	7	8	9	10	11	14	15	16	17	18	19/19			
Fifth School Month			◎	*◎	◎	<b>Dec</b>																		
November 21–December 16	X	X	X	X	X	28	29	30	1	2	5	6	7	8	9	12	13	14	15	16	15/15			
Sixth School Month				Z	X ◎	◎	*◎				<b>Jan</b>	*◎,X	◎,X	X	X	X	PD	PD	SS					
December 19–January 13	19	20	21	22	23	26	27	28	29	30	2	3	4	5	6	9	10	11	12	13	7/9			
Seventh School Month											<b>Feb</b>													
January 16–February 10	*◎										6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC	6	7	8	9	10	19/19			
January 16–February 10	16	17	18	19	20	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10				
Eighth School Month											<b>Mar</b>													
February 13–March 10	*◎					*◎					27	28	1	2	3	K-5, PTC	K-5, PTC	K-5, PTC	K-5, PTC	K-5, PTC	18/18			
February 13–March 10	13	14	15	16	17	20	21	22	23	24	27	28	1	2	3	6	7	8	9	10				
Ninth School Month															*◎	<b>Apr</b>	X	X	X	X	X			
March 13–April 07	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	14/14			
Tenth School Month																<b>May</b>								
April 10–May 05	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	1	2	3	4	5	20/20			
Eleventh School Month															X ◎	<b>June</b>								
May 8–June 02	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	*◎	29	30	31	1	2	18/18		
June 5–June 9				TO																				
June 5–June 9	5	6	Z	PD	9																3/4			

**LEGEND:**

- Z= Middle & high schools semester ends
- \*= Legal Holiday
- X= Local Recess
- ◎= CSEA Paid Holiday
- M= Minimum Day (K-12)

BTS= Back to School Night

- NT= New Teacher Orientation
- ASI= All Staff Inservice
- SS= School Starts
- PD= Professional Development
- TO= Teacher Only
- PTC= Parent Teacher Conference Mid-Semester

Note:

180/185	0	0
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85/87	First Semester
95/98	Second Semester

# MONROVIA UNIFIED SCHOOL DISTRICT

## School Calendar 2023-2024

	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Days Taught/ Workday	Legal Holiday	Local Holiday
First School Month	<b>Aug</b>																						
August 1– August 26		1	2	3	4	NT	NT	NT	NT	NT	ASI	ASI	SS			21	22	23	24	25	8/10		
Second School Month					<b>Sep</b>																		
August 29–September 23	28	29	30	31	1	*Ⓞ					11	12	13	14	15	18	19	20	21	22	19/19		
Third School Month						<b>Oct</b>																	
September 26 – October 21	25	26	27	28	29	K-8, PTC	K-8, PTC	K-8, PTC	K-8, PTC	K-8, PTC	9	10	11	12	13	16	17	18	19	20	20/20		
Fourth School Month																							
October 24–November 18	23	24	25	26	27	30	31	1	2	3	6	7	8	9	10	13	14	15	16	17	19/19		
Fifth School Month			Ⓞ	*Ⓞ	Ⓞ					<b>Dec</b>													
November 21–December 16	X	X	X	X	X	27	28	29	30	1	4	5	6	7	8	11	12	13	14	15	15/15		
Sixth School Month						*Ⓞ	Ⓞ				<b>Jan</b>												
December 19–January 13	18	19	20	Z	X Ⓞ	X	X	X	X	X	*Ⓞ, X	Ⓞ, X	X	X	X	PD	PD	SS			7/9		
Seventh School Month																							
January 16–February 10	*Ⓞ										6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC	5	6	7	8	9	19/19		
Eighth School Month																							
February 13–March 10	*Ⓞ					*Ⓞ										K-5, PTC	K-5, PTC	K-5, PTC	K-5, PTC	K-5, PTC	18/18		
Ninth School Month																							
March 13–April 07	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	*Ⓞ	X	X	X	X	X	14/14	
Tenth School Month																							
April 10–May 05	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	1	2	3	20/20		
Eleventh School Month																							
May 8–June 02	6	7	8	9	10	13	14	15	16	17				X Ⓞ		*Ⓞ						18/18	
June 5–June 9	<b>June</b>				TO																		
	3	4	Z	PD	7	10	11	12	13	14											3/4		

**LEGEND:**  
 z= Middle & high schools semester ends  
 \*= Legal Holiday  
 x= Local Recess  
 Ⓞ= CSEA Paid Holiday  
 M= Minimum Day (K-12)

BTS= Back to School Night  
 NT= New Teacher Orientation  
 ASI= All Staff Inservice  
 SS= School Starts  
 PD= Professional Development  
 TO= Teacher Only  
 PTC= Parent Teacher Conference Mid-Semester

Note:

<b>180/185</b>	<b>0</b>
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85/87 First Semester	95/98 Second Semester
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# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 8. 21/22-4033 - APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH THE MONROVIA TEACHERS ASSOCIATION (MTA)

#### RECOMMENDATION

The Board of Education is requested to approve a 3.5% increase to salary and longevity schedules for MTA, Confidential/Classified Managers (CCM), Monrovia Association of School Administrators (MASA), and Governing Board members, retroactive to July 1, 2021.

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

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

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

#### Rationale:

An agreement to apply a 3.5% salary increase to salary and longevity schedules retroactively beginning July 1, 2021, was reached by MTA and the District for the 2021-2022 school year on April 26, 2022. This agreement was ratified by MTA unit members. All other employee groups, CCM and MASA, have agreed to the salary and longevity adjustment agreement.

#### Legal References:

Government Code section 3547.5(a) – “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement ... shall be disclosed at a public meeting.”

#### Additional Information:

A copy of the tentative agreement is attached.

## ATTACHMENTS

- [MTA Tentative Agreement signed - 042622.pdf](#)

**TENTATIVE AGREEMENT**  
**Between**  
**MONROVIA TEACHERS ASSOCIATION (MTA)**  
**and**  
**MONROVIA UNIFIED SCHOOL DISTRICT (MUSD)**

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On April 14, 2022 Monrovia Teachers Association and Monrovia Unified School District reached a tentative agreement for a salary increase retroactive to July 1 2021, an increase in hourly rate effective July 1, 2022 and instructional calendar adjustment for the 2022-23 and 2023-24 school year pending ratification by MTA unit members and approval by the Monrovia Unified School District Board of Education. This agreement is:

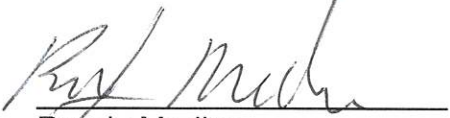
- 3.5% on schedule salary increase (includes longevity stipend) retroactive to July 1, 2021.
- \$40 hour pay rate with/without students effective July 1, 2022.
- No change to current out of pocket benefit contribution.
- A calendar adjustment for the 2022 -2023 and 2023-2024 school years as follows:
  - **2022-2023** school year August 15, 2022 -June 8, 2023.
  - All staff in service dates on August 15, 2022.
  - Professional development days on \*August 16, 2022, January 8-9, 2023, and \*June 8, 2023.
  - Local recess days were added on December 23. 2022 and May 26, 2023.
- **2023-2024** school year August 14, 2023 - June 6, 2024.
- All staff in service date on August 14, 2023.
- Professional development days on \*August 15, 2023, January 8-9, 2024, and \*June 6, 2024).
- Local recess days were added on December 22, 2023 and May 24, 2024.

\*The professional development days on August 16, 2022, June 8, 2023, August 15, 2023 and June 6, 2024 shall be structured as follows:

- 8:00am-11:00am inservice with site administrators, 30 minute lunch/on or off campus, and remainder of the day (11:30 am - 3:00pm) for individual teacher prep time to work onsite without any assigned duties/tasks.

Agreed and signed:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Randy Medina  
President  
Monrovia Teachers Association

4/26/22  
Date

FOR THE DISTRICT:

  
\_\_\_\_\_  
Dr. Greg Francois  
Deputy Superintendent  
Monrovia Unified School District

4/26/22  
Date

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 9. 21/22- 4034 - APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND NEW CONTRACT TERM

#### RECOMMENDATION

The Board of Education is requested to approve a 3.5% increase to salary and longevity schedules retroactive to July 1, 2021. This includes a retroactive increase for unrepresented Classified employees paid on the Classified Salary Schedule. It is also recommended that the Board approve the new contract term of July 1, 2021, to June 30, 2024, along with its provisions.

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

#### Rationale:

An agreement to apply a 3.5% salary increase to salary and longevity schedules retroactively to July 1, 2021, was reached by CSEA and the District for the 2021-2022 school year on May 2, 2022. This agreement was ratified by CSEA unit members.

#### Background:

CSEA and its Monrovia Chapter 20 and the Monrovia Unified School District agree to the following: a. The new contract term is July 1, 2021, to June 30, 2024. b. AB 119 MOU will be incorporated into the Contract on an ongoing basis. c. Transfer articles will be changed in accordance with the language in the attachment. d. Additional family members will be included in the family definitions section (see attachment). e. Bereavement leave provisions will be changed in accordance with the language in the attachment. f. Updated language to determine the process for reopener negotiations. g. Updated 22-23 and 23-24 work year calendars to include two additional paid holidays (the day before Christmas break and the Friday before Memorial Day weekend) and two additional professional development days (paid as extra hours for non-12 month employees).

#### Additional Information:

A copy of the tentative agreement is attached.

#### ATTACHMENTS

- [CSEA Tentative Agreement Salary for 21.22 and Contract for 2021-2024 signed 05022022.pdf](#)





# CSEA Monrovia Chapter 20 and Monrovia Unified School District Tentative Agreement Summary for 2021-2024 Contract

1. CSEA and its Monrovia Chapter 20 and the Monrovia Unified School District agree to the following:
  - a. The new contract term is July 1, 2021 to June 30, 2024.
  - b. The AB 119 MOU will be incorporated into the Contract on an ongoing basis.
  - c. The Transfers article will be changed in accordance with the language below.
  - d. Additional family members will be included in the family definitions section (see below).
  - e. Bereavement leave provisions will be changed in accordance with the language below.
  - f. Updated language to determine the process for reopener negotiations.
  - g. Updated 22-23 and 23-24 work year calendars (attached below) to include two additional paid holidays (the day before Christmas break and the Friday before Memorial Day weekend) and two additional professional development days (paid as extra hours for non-12 month employees).
  - h. Salaries:

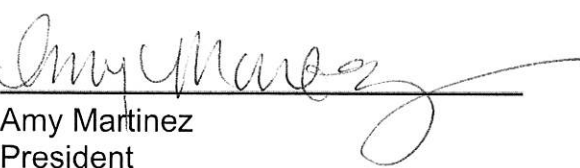
**For the 2021-2022 school year, the classified salary schedule shall be increased by 3.5%, effective July 1, 2021.**

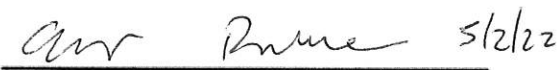
### Uniforms and Tools

Unit members shall be provided such required uniforms and tools as allowed under applicable District policies and regulations. MOT, custodial and warehouse employees will wear uniforms, with employees' involvement in uniform selection. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the district shall be borne by the District. The District will take the responsibility of ensuring compliance with agreement. **Employees required to wear uniforms will receive 10 full uniforms by June 30 of each fiscal year for the following school year.**

The items above represent a summary of the agreement. The changes to the collective bargaining agreement are contained herein. This tentative agreement is subject to approval through CSEA Policy 610.

By:   
\_\_\_\_\_  
Dr. Gregoire Francois  
Deputy Superintendent  
MUSD

By:   
\_\_\_\_\_  
Amy Martinez  
President  
CSEA Chapter 20

By:  5/2/22  
\_\_\_\_\_  
Andy Ritchie  
Labor Relations Representative, CSEA

## PREAMBLE

It is understood that Monrovia Chapter #20 is fully empowered to enter into this agreement on behalf of itself and the California School Employees Association. This Agreement is made and entered into this 1st day of July, ~~2015~~ 2021 by and between the Monrovia Unified School District, hereinafter referred to as the District, and the California School Employees Association and its Monrovia Chapter #20, hereinafter referred to as CSEA.

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## ARTICLE III

### ASSOCIATION RIGHTS

#### A. Representation

1. The District and CSEA the right of unit members to join and participate in lawful activities of employee organizations, and the equal right of unit members to refuse to join or participate in employee organization activities.
2. CSEA and the District agree that CSEA has an obligation and a right to fairly represent all of the employees within the bargaining unit.
3. CSEA and the District shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because they exercise their right to join or not to join the organization.

#### B. Access

Authorized CSEA representatives shall, in accordance with the condition noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful CSEA business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended general purpose and length of visit.

Visitation by authorized Association representatives shall be timed and conducted so as not to interfere in any way with unit members' work assignments or the educational operation or administrative process. Contacts with unit members shall

be limited to non-work hours such as breaks, duty-free lunch period and before

and after work. Such contacts may occur in unit members' work areas during their non-work hours, with the approval of the immediate supervisor in the work area (who is not, himself, a unit member).

CSEA and its members shall have the right to make use of District facilities for meeting purposes, subject to District rules and regulations. CSEA shall also have the right to use District computers, copiers LCD projectors, and other equipment, subject to District rules and regulations.

#### C. Distribution and Posting of Materials and Use of Site Mail Boxes

CSEA may distribute organizational literature on District property, provided it conforms to the content restrictions in Section D hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, rest areas and in other appropriate site locations as designated by the immediate administrator.

CSEA may post notices of CSEA concern (consistent with Section D hereof) on bulletin boards, to be provided by the District at each work site at a place frequented by unit members.

The District will allow CSEA to place written communications (consistent with Section D hereof) in the District's internal mail system. Unauthorized mailings and written communications shall be subject to removal.

#### D. Content Restrictions

Any literature to be distributed or posted or placed in the mail system and/or mail boxes by the District or CSEA must not be defamatory, obscene, or hold any individual to ridicule. It must be dated and must identify the person and organization responsible for its promulgation.

Prior to distribution or posting or placing in the mail system and/or boxes of any material, CSEA shall provide the Superintendent or the Human Resources Administrator with copies of all such materials for his/her office and for each administrative work site at which unit members are assigned.

E. Names and Addresses

**The District and Association agree to the provisions outlined in the AB 119 MOU on an ongoing basis (See Appendix \_xx).**

**~~On December 1 and May 15 of each year, or as requested by the negotiating team, the District agrees to supply CSEA President or his/her designee with a complete list of all unit members' names, addresses, current classifications, primary job sites, and dates of hire. The CSEA President or his/her designee shall also receive a seniority list of unit members in any classification in which layoffs are contemplated by the District. The list shall be provided by the District within two weeks of CSEA's request.~~**

F. Release Time

The District shall grant release time, during work hours, for the purpose of conducting lawful CSEA business to:

1. The president of the local CSEA or his/her designees during his/her term in

office, up to a maximum of ten (10) days per year, upon three (3) day notice to the District and subject to schedule coordination with the immediate supervisor

(who is not, himself, a unit member).

2. The negotiation team at least ten (10) days per year to attend negotiating sessions. Preparation time for at least one hour on the day of the negotiation meeting.
3. The president or his/her designee for conferences, and or special meetings.
4. The president or designee for grievance meetings and/or grievance preparation.
5. The CSEA president or designee shall be released up to five (5) hours per week without the loss of compensation. This time shall be determined by mutual agreement between the District and the Association president based on District/Association needs, and shall not represent a cost to the District.

#### G. District Publication

CSEA, upon request, shall have the right to receive a copy of the District's Adopted Budget, and a copy of the District's Consolidated Application for Federal Funding with regulations, and the First and Second Interim Budget Report.

- H. The District shall provide to the CSEA Chapter President and to the Chapter Negotiating Chairperson (to be identified by CSEA) one copy of the Board of Education meeting agenda, except for executive session material.



## ARTICLE VIII

### TRANSFER PROCEDURES

A transfer is defined as the relocation of unit members between job sites within the same classifications. Transfers fall into two categories: (1) administrative or involuntary transfers that are initiated by the District, and (2) transfers that are initiated at the request of the unit member on a voluntary basis. **Unit members are entitled to union representation from the Association during any meetings where transfers are discussed.**

The District shall have the sole authority to determine when and where there is an opening, and to transfer unit members from one job site to another when it is determined by the District that such a transfer is in the best interest of the District, subject to the following procedures:

#### A. Voluntary Transfers

Unit members may submit written requests or transfer forms to the Human Resources Administrator for transfer to positions within their existing classification at any time during the work year. **Requests for transfers are made on the availability of vacant positions and therefore not guaranteed.** A separate transfer request list will be maintained for each classification. The administrator at the receiving job location shall make his/her final appointments from among the transfer applicants and all other eligible candidates.

During the summer recess period, notices of openings will be sent to nine (9) or ten (10) month employees who:

1. Make this request in writing, specifying positions/classifications of interest.

Requests for withdrawal of transfers may be submitted in writing at any time prior to the unit member's receipt of notice that the transfer has been granted.

**Probationary unit employees are not eligible to be considered for voluntary transfers.**

B. Involuntary Transfers

**The District shall not involuntarily transfer an employee arbitrarily or capriciously.**

**In the event a position needs to be filled and no members have active transfer requests, the District should seek volunteers at the site. If more than one eligible employee at the site volunteers, the employee with the most seniority shall be selected.**

**If no volunteers at the site are interested in filling the vacancy, the District should seek volunteers from the District. If more than one eligible employee within the District volunteers, the employee with the most seniority shall be selected.**

**The District shall allow no less than five (5) days for employees to submit a request to fill a vacancy.**

**If there are no volunteers, the District shall displace the least senior employee in the appropriate classification. An employee shall receive a minimum of five (5)**

working days notice prior to the effective date of any permanent administrative transfer.

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 of Human Resources and the employee. The employee may file a written response and request a determination by the Superintendent/designee. The Superintendent, or his/her designee, shall investigate the situation. Following this investigation, the Superintendent/designee 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.

The District may initiate an involuntary transfer at any time when the following steps are followed:

1. First Step

The supervisor who wishes to initiate an involuntary transfer confers with the principal and/or other administrator(s) at the site where the unit member to be transferred is assigned.

2. Second Step

~~The supervisor (or designee) initiating the transfer confers with the unit member to be transferred providing reasons for the transfer.~~

~~3. Third Step~~

~~The unit member is notified in writing of his/her involuntary transfer a minimum of five (5) working days prior to the effective date of the transfer.~~

**Temporary Transfers:**

- 1. Employees involuntarily transferred for a temporary period shall be provided estimated begin and estimated end dates prior to the beginning date of the temporary transfer.**

An involuntary transfer shall not result in the loss of compensation or fringe benefits for any unit member.

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 duty, generally for a specified period of time and for an approved purpose.

2. Right of Reinstatement

a. A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained and providing that there are no extenuating circumstances which make a return to the same rank and status impractical. There is, however, no assurance that the return assignment will be in the work site where such member was assigned when the leave was authorized.

b. A condition of each leave of absence is that any required license or certificate held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

3. Fringe Benefits

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 not on leave. Unit members who go onto an unpaid leave during any pay period shall receive their medical-dental coverage according to the medical/dental plan procedures outlined in Article XIII, Section C-6 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 reasonable required by the District and provided that such conversion is permitted by the insurance carrier.

4. Part-Time Unit Members

For the purpose of this Article, part-time regular unit members shall be entitled to leaves of absence in the same ratio as the number or hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

5. Procedure for Absence Reporting

A unit member intending to be absent at any time must notify the District, at a location and/or telephone number to be provided by the District, prior to 7:00 a.m. of the day of absence or at least one hour preceding the starting of his/her shift.

6. Return to Work

a. A unit member returning from absence must contact his/her work site as soon as possible, but in any event, before 2:00 p.m. of the day preceding the day of intended return. If he/she is unable to

make the determination before 2:00 p.m., the District must be notified not later than two hours before the beginning of the workday, or as per agreed upon department procedures. A unit member may not be allowed to

return for service in the event that a substitute has been called, and if not allowed, shall be charged with one additional day of sick leave absence, if he/she fails to timely notify the District, as stated above.

- b. Upon return to active service, the unit member shall complete a Report of Absence-Classified, and shall submit same to his/her immediate supervisor.

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 experienced a disability absence requiring surgery, hospitalization, or medical treatment (i.e. urgent care or emergency room visit), 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. Unauthorized Leave

A unit member who is absent from work without authorized leave pursuant

to this Agreement shall lose a full day's pay for each such day of absence and shall be subject to discipline or discharge pursuant to Education Code provisions. Moreover, a unit member who is absent from work without authorized leave for three (3) or more days shall be deemed to have abandoned employment with the District. During said three-day period, the District shall make a reasonable attempt to contact the unit member.

9. 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 for sick leave; requests for such a waiver, with reasons therefore, should be submitted in writing to the Human Resources Department.

10. Definition of Immediate Family

"Member(s) of the immediate family" as used in this Article shall mean parent, father, mother, grandparent, grandchild of the unit member or his/her their spouse or domestic partner; ~~also the spouse,~~ son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step parents, step children, uncle, aunt, niece, nephew, or any relative living in the immediate household of the unit member.

Sick Leave

11. General Provisions

The purpose of sick leave utilization shall be for physical and mental



disability absences which are medically necessary and caused by illness, injury, pregnancy disability, or exposure to contagious disease. Sick leave may also be used for doctor and dental appointments. Whenever possible, in non-emergency situations, such appointments should be scheduled outside the regular work hours of the employee. If an appointment can only be made during work hours, then the employee shall notify his/her supervisor as far in advance as possible, and no later than one full work day prior to the absence, so that the proper arrangements can be made by the supervisor.

12. Number of Sick Leave Days Earned Per Year

Sick leave shall be earned by regular classified employees based on a 40-hour, five day workweek.

- a. Full-time employees accrue sick leave on the basis of one day for each month of service during the year, to a maximum of 12 days per year. Part-time employees accrue sick leave on a pro-rated basis as the employee's workweek relates to 40 hours and the work year relates to 12 months. The term "day," as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime.
- b. A unit member employed at full pay five (5) days a week for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such a unit member is employed for less than a full fiscal year of service, this

and the preceding paragraph in conjunction shall determine that proportion of leave of absence for illness or injury to which he/she is entitled, i.e., a unit member who works three (3) days a week for nine (9) months shall be entitled to  $(3/5) \times (9)$  days leave of absence.

13. Use of Sick Leave

- a. Credit for leave of absence for illness or injury need not be accrued prior to taking of such leave by the unit member, and such leave maybe taken at any time during the unit member's assigned work year. Unused sick leave may be accumulated from year to year without limit. A probationary unit member of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be eligible under this Article, until the first day of the calendar month after completion of six (6) months of active service with the District. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final salary warrant.
- b. Any unused sick leave credit may be used by the unit member for sick leave purposes, as defined, without loss of compensation. For example: a unit member who has a continuous illness and has accumulated more than five (5) months of all paid leave, may use all of that leave until exhausted without loss of compensation. Upon exhaustion, the unit member is not entitled to differential pay unless

the employee returns to work prior to another sick leave.

- 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.

#### 14. 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 his/her pay and the amount that normally would be paid a substitute if one had been employed.
- c. In order to qualify for differential pay, a unit member shall first utilize available leaves in the following sequence:
  - (1) All Industrial Accident or Illness Leave days, when applicable (maximum sixty (60) days per law;
  - (2) All remaining current year days credited for sick leave;
  - (3) All accumulated sick leave;
  - (4) All accumulated compensating time;
  - (5) All vacation time; and
  - (6) All other available paid leave.
- d. In no event shall days of all of the above paid leave and the above differential pay combined exceed five (5) months in any fiscal year;

however, the employee will not forfeit any sick leave or vacation if he/she has a balance at the end of the five month period.

- e. Only one increment of differential pay shall be allowed for any single and continuous illness that continues into the next fiscal year.

B. Extended sick leave benefits shall be limited to five months per fiscal year or per single illness. Example: If an illness continues into a new fiscal year, the employee is entitled to receive advanced sick leave for that year, but is not entitled to another five month extended sick leave for that illness, unless the employee returns to work and is then absent again later that fiscal year for the same illness. Industrial Accident and Illness Leave

1. Definition

Industrial Accident and Illness Leave shall be granted to a unit member for illness or injury incurred within the course and scope of his/her assigned duties.

2. Days of Entitlement

Allowable leave shall be for not more than sixty (60) working days in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

3. Procedures

- a. Industrial Accident and Illness Leave shall commence on the first day of absence, and shall be reduced by one day for each day of

authorized absence, regardless of a compensation award made under workers' compensation.

- b. A unit member who has sustained a job related injury or illness shall report the injury or illness on the Employer's Report of Occupational Injury or Illness Form within 24 hours or as soon as practically possible to the immediate administrator. In order to qualify for Industrial Accident and Illness Leave coverage, a unit member claiming such leave shall be examined and treated by a physician approved by the District. Such approval shall ordinarily be granted to a unit member's personal physician who has previously treated the unit member.
- c. A unit member receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.
- d. During any industrial paid leave of absence, a unit member shall endorse to the District any wage loss benefit checks received under workers' compensation laws. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit members salary and shall deduct normal retirement, and other authorized contributions.
- e. Upon conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits providing that any such Sick Leave utilization when combined with any workers compensation award shall not exceed 100% of the unit member's

normal compensation.

4. Return to Service

- a. A unit member shall be permitted to return to service after an industrial accident or illness upon prior presentation of a release, twenty-four (24) hours in advance of return, from a physician, subject to the approval of the District, which certifies the unit member's ability to return to his/her position without restriction on performance of the required duties of the unit member's position.
- b. A unit member may be requested by the District to return to work from an industrial accident/illness leave to perform partial duties

when:

- (1) A physician provides a statement of medical release which certifies the unit member's ability to return to work to perform partial duties and specifies those duties/activities which need to be avoided for medical reasons;
- (2) The return to work for partial duty does not pose a medical threat or undue risk of further injury for the unit member; and
- (3) The duties assigned are beneficial to the District, fall within the activities presented as medically safe for the unit member by the physician, may be reasonably related to his/her job duties and are within the skill, ability and working environment comfort level of the unit members, as determined by the supervisor and a district-level personnel administrator.
- (4) The District and unit member shall attempt to reach agreement on a partial duty assignment.
- (5) If agreement cannot be reached, the District shall offer three options for partial assignment duties, from which the unit member may select an assignment. If the unit member does not select one, the District shall assign the duties.

## C. Bereavement Leave

### 1. Definition

A unit member shall be eligible for a temporary leave of absence for the death of any member of the immediate family without loss of salary.

## 2. Entitlement



~~This leave will be for no longer than three (3) consecutive days, except when out-of-state travel is required, five (5) consecutive days will be authorized. Additional days of absence beyond those described herein are provided in this Article under the terms of the Personal Necessity Leave.~~

Bereavement leave will be for no longer than three (3) days. Unit members who travel out-of-state or in state exceeding 300 miles will be allocated no less than five (5) days. Days used for bereavement leave need not be consecutive.

3. Procedures

- a. A unit member shall be required to contact his/her immediate administrator or designee prior to the start of the regular work shift to request Bereavement Leave.
- b. A unit member shall be required to complete a leave verification form provided by the District upon return from Bereavement Leave. He/she may also be required to provide proof of eligibility for Bereavement Leave benefits.

D. 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 an 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 leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

3. Procedures

a. Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned service, it is the obligation of the unit member to immediately inform (within three (3) working days of receipt of such notice), his/her immediate supervisor and the Human Resources Department.

b. Nothing herein shall preclude the District from discussing with the unit member the practicality of seeking an exemption and/or postponement of jury duty when acceptance thereof would tend to materially interfere with the District's operation.

c. Unit members are required to return to work during any day or portion of a day equal to or greater than one-half of the work shift in which jury duty services are not required.

4. Court Appearance (other than Jury Duty)

For any necessary court or agency appearances, the unit member may utilize personal necessity leave. However, if any Court or agency appearance is required by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

E. 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, and which necessitate immediate attention and cannot be dealt with during off-duty hours. General categories for acceptable use:

- (1) Death of a member of the immediate family;
- (2) Serious illness of immediate family member;
- (3) Accident to unit member's person or property, or the person or property of his/her immediate family;
- (4) Childbirth/adoption;
- (5) Religious;
- (6) Court appearance;
- (7) Urgent/serious circumstances;
- (8) No reason;
- (9) Parent-school partnership.

2. Entitlement

a. Such member may elect to use not more than seven (7) per year of unused Sick Leave for purposes of approved Personal Necessity Leave (ref: EC45207).

b. In case of serious, continued illness in the immediate family, a unit member may elect to use more than seven (7) days per year of unused sick leave for the purpose of Personal

Necessity.

- c. Unused Personal Necessity Leave entitlement shall not be accumulated from year to year.
3. The number of days of Personal Necessity Leave shall not exceed the number of full days of unused Sick Leave to which such member is entitled.

#### Procedures

- a. The unit member shall submit a request for Personal Necessity Leave approval on a District-approved form to the immediate supervisor not less than two (2) working days prior to the beginning date of the leave except where extenuating circumstances make such notice impossible.
- b. The immediate supervisor shall notify the unit member of the decision to grant or deny the request by the close of business on the work day prior to the first day of the requested leave.
  - (1) Activities such as vacation, recreation, social commitments, and routine personal activities are covered under Unpaid Personal Leave, Section I, of this Article. Leave for Employee Association activities is covered in Article III, Association Rights.
- c. The prior approval requirement shall not apply to the following reasons:
  - (1) Death of a member of the immediate family. Request granted

under this Article shall be in addition to those provided under Bereavement Leave of this Article.

- (2) Serious illness of a member of the immediate family.
- (3) Accident, involving the unit member or his/her property, or the person or property of a member of the immediate family.
- (4) Urgent/serious circumstances, when appropriate.

d. When prior approval 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.

e. A unit member may use two (2) days of Personal Necessity Leave per school year, with two (2) days prior approval from the Classified Personnel Office, without indicating a specific reason for absence, if:

- (1) no more than one (1) unit member would be absent on such leave from any one department or site on the requested date, and
- (2) there are no unusual work demands which would require the unit member to remain at work.

f. If a unit member does not request leave approval under this paragraph at least two (2) days prior to the proposed date of absence, the leave may be denied by the immediate supervisor. If a unit member takes such leave without prior approval, the dates of absence shall be treated as days of unpaid leave (See Section A of

this Article regarding absence without authorized leave; all provisions apply).

4. Return to Service

a. Immediately upon return to active service, the unit member shall complete a Report of Absence-Classified and submit it to the immediate administrator, and shall provide such additional verification of the use of these leave provisions as may be requested by the District. Examples of such additional verification that may be required following use of these leave provisions are:

- (1) Doctor's signed statement for family illness.
- (2) Signed statement of details of accident.

F. Pregnancy Disability Leave

1. Definition

Pregnancy Disability Leave is sick leave used during the period of time a unit member is absent due to 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 I 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 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 District 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 members shall provide 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 work 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 work 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.

## G. Military Leave

### 1. Definition

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

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.

### 2. Entitlement

#### a. Salary/Compensation

An employee shall receive his/her salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

- (1) Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity



as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that he/she has been employed by the district for at least one year immediately prior to the day the military leave begins, and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

(2) Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that he/she has been employed by the district for at least one year immediately prior to the day the military leave begins.

(3) War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty.

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district

employment shall be included.

During the period of military leave, an employee may, upon his/her own request, use any vacation or similar paid leave accrued before the commencement of the military leave. The district shall not require the employee to use such leave.

b. Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less.

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required.

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan.

c. Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, in the section entitled "Salary/ Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she would otherwise be entitled if not absent.

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave.

However, an employee who is a National Guard member on active duty as described in item #3 War or Other Emergency, in the section entitled "Salary/ Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/her leave of absence.

d. Retirement Plan Service Credit

Retirement plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the Public Employees' Retirement System.

3. Procedures

An employee who needs to be absent from the district to fulfill his/her military service shall provide advance written or verbal notice to his or her immediate supervisor, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.

4. Return to Service

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which he/she would otherwise have been entitled, except under the

conditions noted below.

- a. Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to his/her position within six months of an honorable discharge or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which he/she could terminate or could cause to be terminated his/her active service.
- b. When an employee has been on military leave for reasons other than war or national emergency, the time frame for reinstatement shall depend on the length of military service as follows:
  - (1) For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of military service, provided the employee has a period of eight hours to rest following transportation to his/her residence.
  - (2) For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
  - (3) For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases where reporting within the periods specified in items #1

and #2 above is impossible or unreasonable through no fault of the employee, he/she shall report as soon as possible after the expiration of the period.

- c. An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable.

Upon receiving an application for reinstatement, the District shall reinstate the employee as soon as practicable under the circumstances of his/her case, but within a time period not to exceed two weeks, unless unusual circumstances exist.

If the employee's previous position has been abolished, he/she shall be reinstated in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which he/she is qualified.

An employee failing to apply for reinstatement within the appropriate period does not automatically forfeit his/her rights, but shall be subject to the District's rules governing unexcused absences.

The District may elect not to reinstate an employee following military leave if any of the following conditions exists:

- a. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in

force that would have included the employee.

- b. The accommodation, training, or effort described in 38 United States Code 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 Code of Federal Regulations 1002.5 or 1002.198.
- c. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment would continue indefinitely or for a significant period.
- d. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c).
- e. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions.

5. Military Spouse/Registered Domestic Partner Leave

An unpaid leave of absence of up to ten days shall be granted at the request of a qualified employee whose spouse/ registered domestic partner is a qualified member of the Armed Forces on leave from deployment from a combat zone during a period of military conflict. The employee requesting the leave must:

- a. Be the spouse/registered domestic partner of a qualified member of the Armed Forces of the United States, National Guard, or Reserves;
- b. Work an average of 20 or more hours per week;

- c. Provide notice to the supervisor of his/her intention to take the leave no later than two (2) business days after receiving official notice that the employee's spouse/ registered domestic partner will be on leave from deployment, and;
- d. Provide written documentation (i.e. copy of official notice), which certifies that the spouse/registered domestic partner will be on leave from deployment during the period of the employee's requested time off from work.

## H. Unpaid 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 reasons satisfactory to the District and not enumerated elsewhere in this Article. Such reasons may include leave for child rearing, for study in pursuit of educational improvement and advancement, and for health purposes. Leaves of absence under this Section shall not be granted for the purpose of accepting other employment, unless disclosed to and approved by the Board of Education.

### 2. Entitlement

A unit member may be granted a leave of absence under this Section for a period not to exceed one year.

### 3. Procedure

The unit member seeking a leave of absence under this Section 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 requested leave.

All 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.

All requests for leaves in excess of five (5) working days shall be submitted at least eleven (11) working days prior to the regular Board 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.

#### 4. Family Care Leave

##### Definition

A unit member who has worked for the District for a minimum of one year, or one 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. Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the child by the employee.
- b. To care for the employee's child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a



serious health condition.

- c. Because of the employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position. However, for purposes of leave under the California Family Rights Act (CFRA), this does not include leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

5. Days of Entitlement

- a. The eligible unit member shall be entitled to a total of twelve (12) workweeks of unpaid leave in any a twelve (12)-month period. The twelve (12) months period is measured forward from the date the unit member's first family care and medical leave begins.
- b. This unpaid leave may be utilized after other appropriate paid leaves have expired; such as, accrued vacation, personal necessity leave and accrued sick leave (for the employee's own serious medical condition).
- c. Leave taken pursuant to the CFRA shall run concurrently with leave taken pursuant to the FMLA, except in the following circumstances:
  - (1) Leave taken to care for a registered domestic partner or a child of a domestic partner. Such leave shall count as leave under the CFRA.
  - (2) Leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may

be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time, or other paid leave. Such FMLA leave shall run concurrently with any pregnancy disability leave taken by the employee, except that CFRA leave shall not commence until the expiration of the pregnancy disability leave.

- d. Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave for birth or placement of a child shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. This restriction shall apply whether the parents are married, registered domestic partners, or not married.
- e. Intermittent Leave/Reduced Leave Schedule: Leave related to the serious health condition of the employee or his/her child, parent, spouse, or registered domestic partner may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the

serious medical condition.

If an employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be required to transfer temporarily to an available alternative position. This alternative position must have equivalent pay and benefits, the employee must be qualified for the position, and the position must better accommodate recurring periods of leave than the employee's regular job. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced leave schedule.

6. Procedure

- a. If the unit member's need for leave is foreseeable, the employee shall provide the district with reasonable advance notice for the leave. If an employee's need for leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.
- 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 Human Resources in order to expedite finding a substitute, if required.
- c. A request by an employee for family care and medical leave for

his/her serious health condition, or to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, shall be supported by a certification from the health care provider of the employee or such other person as applicable. The certification shall include the following:

- (1) The date on which the serious health condition began
- (2) The probable duration of the condition
- (3) If the employee is requesting leave to care for a child, parent, spouse, registered domestic partner, or child of a registered domestic partner with a serious health condition, the health care provider's certification of the estimated amount of time the health care provider believes the employee needs to care for the child, parent, spouse, registered domestic partner, or child of the registered domestic partner; and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, spouse, registered domestic partner, or child of a registered domestic partner
- (4) If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or to perform one or more essential functions of his/her job

- (5) If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

If the district doubts the validity of a certification that accompanies a request for leave, the employee may be required to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the employee may be required to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding.

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified in items #1-5 above.

#### Rights to Reinstatement and Maintenance of Benefits

- d. Upon granting an employee's request for family care and medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the

district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time or if the employee is terminated for reasons unrelated to the leave, he/she is not entitled to reinstatement, provided the district has no continuing obligations under a collective bargaining agreement or otherwise.

- e. During the FCML leave 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 and under the same conditions as apply to any unpaid leave; with the exception that for a period of twelve weeks, the District shall continue to provide an eligible employee on family care and medical leave the group health plan coverage that was in place before he/she took the leave. Any contribution made by the unit member to health benefit premiums will still be the responsibility of the unit member. The employee shall reimburse the district for premiums paid during the family care and medical leave if he/she fails to return to district employment after the expiration of the leave and the failure is for any reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond his/her control.

7. Return to Service

- a. Unit members who are 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.

8. Service Member Family Leave

- a. The district shall grant up to a total of 26 work weeks of leave during a single 12-month period to an employee to care for a covered service member who is his/her spouse, child, parent, or next of kin. Covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who has suffered a serious injury or illness and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for that injury or illness.

Next of kin means the nearest blood relative to that individual.

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an

outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious injury or illness means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

- b. The employee shall provide reasonable and practicable notice of the need for the leave when the necessity for the leave is foreseeable.
- c. The leave can be taken intermittently or on a reduced schedule when medically necessary. An employee taking service member leave in combination with other leaves pursuant to this regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period.

I. During the period of service member leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. 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 XI.A.10, 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 forty (40) 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 XI.B.
- b. Only a permanent unit member, 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 the 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 forty (40) 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 sixty (60) hours. Donations of sick leave shall be submitted to the District Human Resources department on a form provided by the District (Appendix F). Donated sick leave shall be converted for utilization on a day-to-day basis, meaning the recipient shall be paid at his/her regular rate of pay. Each case will be determined on a year-to-year basis, terminating at the end of each year. 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 three (3) months within one school year or per catastrophic event. Donated sick leave shall be deducted one day at a time from each participating CSEA 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.

## ARTICLE XIX

### DURATION AND RENEGOTIATION

- A. This Agreement shall become effective July 1, ~~2018~~ **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 that 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 a successor agreement.
- D. 22/23 and 23/24 reopener negotiations: At the request of either party, the Salaries and Health and Welfare articles shall be reopened for the 22/23 and 23/24 school years. CSEA and the District may each reopen up to two other articles. Upon mutual agreement, additional articles may be reopened during reopener negotiations.**
- E. This Agreement shall remain in full force and effect up to and including June 30, ~~2021~~ **2024.**

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Classified Employees**  
**Return to Work Dates 2022 – 2023**

**First Day of School: Wednesday, August 17, 2022 Last Day of School: Wednesday, June 7, 2023**

**All Staff Inservice Dates: 8/15/22 and 8/16/22**

**\* For 9, 10, 10.5, 11, 11.5 month employees 11/21/22 and 11/22/22 are non-work (unpaid) days for all, vacation days can be requested for this day if available.**

**\*If sufficient vacation time is available, employees may submit a request in advance to use vacation for these unpaid days. 1/9/23 and 1/10/23 are mandatory PD Days. Extra hours timesheets must be submitted.**

**9-Month Employees**

After School Activity Leader After School Site Manager Assistant Food Service Manager Bus Driver Campus Assistant Campus Security Officer Campus Supervisor Clerical Assistant I Clerical Assistant II Clerical Assistant III (CELC) Clerical Assistant III (Wellness Office) Counselor Technician Food Services Manager Food Services Production Center Mgrs. Food Service Worker Lead Campus Security Officer Health Assistant II** Health Clerk	Instructional Aide-Kindergarten Instructional Aide-Special Education (and 1:1) Instructional Aide-Severe Disabilities (and 1:1) Instructional Assistant Instructional Assistant Behavior 1:1 Instructional Assistant-Special Education Instructional Assistant-Computer Lab Library Media Specialist II Library Technician I Licensed Vocational Nurse/Instructional Assistant Preschool Developmental Aide School/Community Liaison Speech Language Pathology Assistant Theater Operations Specialist	<b>8/15/2022 through 6/7/2023</b>
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**10-Month Employees**

Clerical Assistant II (MHS) Clerical Assistant III	Custodian (MHS) Wellness Center Specialist	<b>8/04/2022 through 6/7/2023</b>
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**10.5-Month Employees**

ASB Clerk School Office Manager Secretary (MHS)		<b>7/26/2022 through 6/14/2023</b>
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**11-Month Employees**

Clerical III Adult Ed		<b>Flint needs to provide</b>
High School Registrar		<b>7/18/2022 through 6/19/2023</b>
Library Media Specialist III		<b>7/27/2022 through 6/28/2023</b>
Preschool Developmental Aides - Room 10 only		<b>7/ /2022 through 6/30/2023</b>
Occupational Therapist/Behavior Intrven. Spec		<b>8/17/2022 through 7/20/2023</b>

**11.5-Month Employees**

Adult Ed Senior Secretary		<b>7/18 /2022 through 7/05/2023</b>
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\*Note: PD for **teachers only** is June 8, 2023.

\*\*Note: Health Assistants are 9-month employees. By contract, they are given 42 extra hours to be used as needed during the school year

MONROVIA UNIFIED SCHOOL DISTRICT  
Classified Employees  
Return to Work Dates 2023 – 2024

**First Day of School: Wednesday, August 16, 2023    Last Day of School: Wednesday, June 5, 2024**

**All Staff Inservice Dates: 8/14/23 and 8/15/23**

**\* For 9, 10, 10.5, 11, 11.5 month employees 11/20/23 and 11/21/23 are non-work (unpaid) days for all, vacation days can be requested for this day if available.**

**\*If sufficient vacation time is available, employees may submit a request in advance to use vacation for these unpaid days. 1/8/24 and 1/9/24 are mandatory PD Days. Extra hours timesheets must be submitted.**

**9-Month Employees**

After School Activity Leader After School Site Manager Assistant Food Service Manager Bus Driver Campus Assistant Campus Security Officer Campus Supervisor Clerical Assistant I Clerical Assistant II Clerical Assistant III (CELC) Clerical Assistant III (Wellness Office) Counselor Technician Food Services Manager Food Services Production Center Mgrs. Food Service Worker Lead Campus Security Officer Health Assistant II** Health Clerk	Instructional Aide-Kindergarten Instructional Aide-Special Education (and 1:1) Instructional Aide-Severe Disabilities (and 1:1) Instructional Assistant Instructional Assistant Behavior 1:1 Instructional Assistant-Special Education Instructional Assistant-Computer Lab Library Media Specialist II Library Technician I Licensed Vocational Nurse/Instructional Assistant Preschool Developmental Aide School/Community Liaison Speech Language Pathology Assistant Theater Operations Specialist	<b>8/16/2023 through 6/5/2024</b>
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**10-Month Employees**

Clerical Assistant II (MHS) Clerical Assistant III	Custodian (MHS) Wellness Center Specialist	<b>8/03/2023 through 6/5/2024</b>
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**10.5-Month Employees**

ASB Clerk School Office Manager Secretary (MHS)		<b>7/26/2022 through 6/14/2024</b>
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**11-Month Employees**

Clerical III Adult Ed		<b>Flint needs to provide</b>
High School Registrar		<b>7/17/2023 through 6/19/2023</b>
Library Media Specialist III		<b>7/26/2023 through 6/28/2023</b>
Preschool Developmental Aides - Room 10 only		<b>7/ /2022 through 6/30/2023</b>
Occupational Therapist/Behavior Intrven. Spec		<b>8/18/2023 through 7/20/2024</b>

**11.5-Month Employees**

Adult Ed Senior Secretary		<b>7/18 /2023 through 7/05/2024</b>
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\*Note: PD for **teachers only** is June 8, 2023.

\*\*Note: Health Assistants are 9-month employees. By contract, they are given 42 extra hours to be used as needed during the school year

DRAFT

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 10. 21/22- 4035 - APPROVAL OF CONTRACT FOR RIDESHARE SERVICES WITH HOP SKIP DRIVE, INC

#### RECOMMENDATION

The Board of Education is requested to approve a contract with HopSkipDrive Inc. for rideshare services for school-aged children.

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

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

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

#### Rationale:

This service is intended to supplement our transportation services for our foster youth and homeless youth who are not able to be transported via our district bussing. The contract is flexible and will only generate a cost if we use the service.

#### Background:

Drivers for this service are rigorously vetted. The service uses pick-up notes and multi-factor authentication to ensure that children and drivers safely find each other. Parents and caregivers receive alerts for each stage of the ride and are able to view the ride while it is occurring. The Hop Skip Drive Safe Ride Support system tracks each ride in real-time, proactively addressing any issues. The Client Success Team monitors the ride each step of the way, from set-up to reporting. This is a provider recommended by LACOE and is used by school districts throughout the Los Angeles County area.

#### Additional Information:

Rides can be scheduled up to eight (8) hours in advance and parents/caregivers will receive communication throughout the ride from pick up to drop off. This service will be funded through American Rescue Plan Homeless funds as well as McKinney-Vento funding.

## ATTACHMENTS

- [MUSD Transportation Coordination Services Agmt.pdf](#)



## TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of February 9, 2022 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and Monrovia Unified School District (the “*Organization*”).

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.**

(a) **Term.** This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the “*Initial Term*”). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for a maximum of three (3) successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing based on the “Consumer Price Index (CPI)” for the “City of Monrovia”. The Contractor and Organization agree that price range increase to be negotiated shall be between one and six percent (1-6% ) only per renewal term and shall be agreed upon in writing by the parties.

(b) **Termination.** Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the parties. In the event of such termination, Contractor shall be paid the “Fee” (as defined below) for any portion of the Services that has been performed prior to the termination.

4. **Independent Contractor.** Contractor's relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals, in the following order: (i) Kimberly Cabrera at (626) 471-2049 or (the "**Organization Notification Contact**"). In the event Organization needs to change the Organization Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested changes are made, Contractor shall provide Organization with written notice that the contact change has occurred (the "**Organization Notification Contact Change**"). Until the Organization receives the Organization Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Organization Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(c) Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical

damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the software or related materials provided to Organization. Contractor will own all right, title, and interest in such software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable results do not include personal information about riders or families. Organization consents to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.

10. **Liability; Indemnity; Insurance.**

(a) EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization.

Organization shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

(c) Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, email, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.  
1320 E. 7th Street, Suite 200  
Los Angeles, CA 90021  
Attn: Legal Department  
Email: [legal@hopskipdrive.com](mailto:legal@hopskipdrive.com)

To Organization:  
325 EAST HUNTINGTON DR.  
Monrovia, CA 91016  
USA  
Attn: Kimberly Cabrera  
Email:

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, and, to the extent applicable, the County of Los Angeles, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, riots, wars, or any other similar cause.

(h) **Dispute Resolution.** Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the aforementioned disputes.

Informal Mediation Management Service: Both parties agree to bring two organizational management members to represent them in informal mediation. All parties agree to meet to mediate any business dispute with good faith effort and cooperation. All parties agree to conduct informal mediation within a maximum limit of 1 month. All informal mediations may take place using virtual, phone or in-person methods. Parties agree to schedule, attend and participate in a minimum of 3 mediation meetings to resolve disputes. Disputes not resolved within 3 months of start of mediation and after completion of 3 mediation meetings by all parties will be escalated to binding arbitration.

In the event the parties are unable to resolve their dispute through informal mediation management services, any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent

jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Compliance with Laws.** Each party shall comply with the federal, state, county, and local laws and regulations applicable to the party in the performance of this Agreement.

(k) **Criminal History Record Information.** Pursuant to applicable laws, Contractor shall conduct background checks on all drivers who will have direct, in-person contact with Organization's students and/or riders.

(l) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement on the respective dates set forth below.

**HopSkipDrive, Inc.**

**Monrovia Unified School District**

**By:**

**By:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

**Name:**

**Name:**

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

**Title:**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**Address:** 1320 East 7th Avenue, Suite 200  
Los Angeles, CA 90021

**Address:** 325 EAST HUNTINGTON DR.  
Monrovia, CA 91016  
USA

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380**



## EXHIBIT B

### FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed by Contractor pursuant to Section 6(c) of the Agreement:

Twenty Eight Dollars (\$28) Base Fee + Two Dollars and Fifty Cents (\$2.50) per Mile + Ten Cents (\$.10) per Ride California Access for All Fee

When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline in Los Angeles, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "Los Angeles (or the nearest similar geographic area) U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website: <https://www.eia.gov/>

Contractor shall provide Organization with an invoice via email to Invoice Contact at abc@gmail.com (the “**Invoice Notification Contact**”), in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. In the event Organization needs to change the Invoice Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested change is made, Contractor shall provide Organization with written notice that the contact change has occurred (the “**Invoice Notification Contact Change**”). Until the Organization receives the Invoice Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Invoice Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

Sample Invoice

HopSkipDrive, Inc.  
1933 S. Broadway, Ste. 1144  
Los Angeles, CA 90007 US  
accounting@hopskipdrive.com  
hopskipdrive.com



HopSkipDrive

Invoice

**BILL TO**  
ABC School District  
123 Fake St.  
Los Angeles, CA 90007

**INVOICE #** 1957  
**DATE** 04/01/2019  
**DUE DATE** 05/01/2019  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

**BALANCE DUE**

**\$150.03**

You can also pay via Bill.com at <https://app.bill.com/Login>.  
(Payment Network ID 0160726151291838)

Sample Invoice Supporting Documentation

**Organizer Invoice 1957 Account #12345**

April 1, 2019 to April 30, 2019

**ABC School District**

123 Fake St., Los Angeles, CA, 90007 USA

*Invoice Total: \$150.03*

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	148919E	cancelled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	\$12.52
4/29/2019 10:30:00 AM	148919B	cancelled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	\$13.14
4/10/2019 2:15:00 PM	1449500	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	\$33.05
4/10/2019 10:15:00 AM	144949E	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	\$32.76
4/4/2019 12:30:00 PM	143751E	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	\$25.58
4/4/2019 9:15:00 AM	143749B	complete	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.81	\$32.98
<b>Grand Total</b>						<b>49.59</b>	<b>\$150.03</b>

EXHIBIT C

MINIMUM INSURANCE COVERAGE

**Contractor Minimum Insurance:**

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

13.

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

**11. 21/22-5096- BOARD DISCUSSION TO PEN A LETTER OF SUPPORT FOR GIRL SCOUT TROOP 2851**

## RECOMMENDATION

The Board of Education will discuss whether or not to pen a letter of support for Monrovia Duarte Girl Scout Troop #2851, promoting equitable access to feminine hygiene products for women.

## Rationale:

At the April 27 Board of Education meeting, a request was made of the Board to consider penning a letter of support for a bill being authored to end "period poverty," enabling women to purchase menstrual products with Supplemental Nutrition Assistance Program (SNAP) CalFresh funds. A request was made at that meeting, to add this discussion item to a future Board meeting agenda. This discussion will determine whether or not the Board will consider penning a letter of support for the bill.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### 1. BOARD POLICY 4112.8, *EMPLOYMENT OF RELATIVES*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 4112.8, *Employment of Relatives*, as recommended by the California School Boards Association (CSBA).

#### Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies, the Human Resources Department has conducted its annual review of Board Policies and is presenting updates to these policies for review and approval.

#### Additional Information:

A copy of the proposed policy is attached.

#### ATTACHMENTS

- [BP 4112.8 Employment of Relatives.pdf](#)

### **EMPLOYMENT OF RELATIVES**

~~In order to preclude situations that could bring about a conflict of interest for members of the administrative staff, an employee shall not be appointed to a position where a member of his/her immediate family maintains supervisory or evaluation responsibilities for the position.~~

~~Immediate family members may be employed at the same department or work location with the approval of the Superintendent or designee.~~

The Governing Board desires to maximize staff and community confidence in district hiring, promotion, and other employment decisions by promoting practices that are free of conflicts of interest or the appearance of impropriety.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 9270 - Conflict of Interest)

The Board prohibits the appointment of any person to a position for which his/her relative maintains management, supervisory, evaluation, or promotion responsibilities and prohibits an employee from participating in any decision that singularly applies to any of his/her relatives.

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

For purposes of this policy, relative includes the individual's spouse, domestic partner, parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse or domestic partner.

In addition, the Superintendent or designee may determine, on a case-by-case basis, whether to appoint a person to a position in the same department or facility as an employee with whom he/she maintains a personal relationship when that relationship has the potential to create (1) an adverse impact on supervision, safety, security, or morale of other district employees or (2) a conflict of interest for the individuals involved which is greater because of the their relationship than it would be for another person.

An employee shall notify his/her supervisor within 30 days of any change in his/her circumstances that may constitute a violation of this policy.



Legal Reference:

EDUCATION CODE

35107 School district employees

FAMILY CODE

297-297.5 Rights, protections, benefits under the law; registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

12940 Unlawful employment practices

CODE OF REGULATIONS, TITLE 2

7292.0-7292.6 Marital status discrimination, especially:

7292.5 Employee selection

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Institute for Local Government: <http://www.cacities.org/index.jsp?zone=ilsg>

Revised: May \_\_, 2022

Adopted: May 9, 2007

(Replaces: BP 4112.3 Employment of Relatives)

(Adopted: June 1973)

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### **2. BOARD POLICY 4030, *NONDISCRIMINATION IN EMPLOYMENT*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

#### **RECOMMENDATION**

The Board of Education is requested to receive for first reading Board Policy 4030, *Nondiscrimination in Employment*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

#### **Rationale:**

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

#### **Additional Information:**

Copies of the proposed policies are attached.

#### **ATTACHMENTS**

- [BP 4030 Nondiscrimination in Employment.pdf](#)
- [AR 4030 Nondiscrimination in Employment.pdf](#)

### **NONDISCRIMINATION IN EMPLOYMENT**

~~The Board of Education prohibits unlawful discrimination against and/or harassment of district employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation at any district site and/or activity. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, or in any way participates in the district's complaint procedures instituted pursuant to this policy.~~

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

(cf. 1240 - Volunteer Assistance)  
(cf. 3312 - Contracts)  
(cf. 3600 - Consultants)  
(cf. 4111/4211/4311 - Recruitment and Selection)

~~Any district employee who engages or participates in unlawful discrimination, or who aids, abets, incites, compels or coerces another to discriminate, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.~~

~~Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, district administrator or Superintendent as soon as practical after the incident. Failure of a district employee to report discrimination or harassment may result in disciplinary action.~~

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

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

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR

~~The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment.~~

~~The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms.~~

~~The Board designates the following position(s) as Coordinator(s) for Nondiscrimination in Employment:~~

~~Associate Superintendent, Human Resources  
Monrovia Unified School District  
325 East Huntington Drive  
Monrovia, CA 91016 (626) 471-2020~~

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment.

(cf. 4151/4251/4351 - Employee Compensation)  
(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training.
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status.

(cf. 4033 - Lactation Accommodation)  
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

- b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

- c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity.

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee.

(cf. 4032 - Reasonable Accommodation)

#### ~~Other Remedies~~

~~An employee may, in addition to filing a discrimination complaint with the district, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:~~

- ~~1. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960.~~
- ~~2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s).~~
- ~~2. To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier.~~

~~Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.~~

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

MONROVIA UNIFIED SCHOOL DISTRICT

*All Personnel*

Board Policy 4030

Page 5 of 6

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act, especially:

12940-12952 Unlawful employment practices

12960-12976 Unlawful employment practices; complaints

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment, especially:

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11027-11028 National origin and ancestry discrimination

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

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

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment  
Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by  
Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Revised: May \_\_\_\_, 2022

Adopted: May 9, 2007

(Replaces: BP 4112.1 Affirmative Action Employment Program)

(Revised: August 1994)

(Reviewed: June 1992)

(Reviewed: March 1992)

(Reviewed: April 1977)

(Adopted: April 1973)

(Replaces: BP 4112.2 Freedom from Discrimination for Students and Employees)

(Revised: September 1992)

(Revised: March 1992)

(Revised: November 1988)

(Reviewed: April 1977)

(Adopted: April 1973)



### **NONDISCRIMINATION IN EMPLOYMENT**

~~Unlawful discrimination or harassment of an individual includes:~~

- ~~1. Slurs, epithets, threats or verbal abuse~~
  - ~~2. Derogatory or degrading comments, descriptions, drawings, pictures or gestures~~
  - ~~3. Unwelcome jokes, stories, teasing or taunting~~
  - ~~4. Any other verbal, written, visual or physical conduct against the individual~~
- ~~which:~~

- ~~a. Adversely affects his/her employment opportunities, or~~
- ~~b. Has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile or offensive work environment~~

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

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

(cf. 1240 - Volunteer Assistance)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

(cf. 4032 - Reasonable Accommodation)

~~Any employee or job applicant who feels that he/she has been or is being unlawfully discriminated against or harassed should immediately contact his/her supervisor, the nondiscrimination coordinator or the Superintendent in order to obtain procedures for reporting a complaint. Such complaints shall be filed in accordance with AR 4031—Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor when the supervisor is the alleged offender.~~

~~Any supervisor who receives a discrimination/harassment complaint shall immediately notify the nondiscrimination coordinator or the Superintendent, who shall ensure that the complaint is appropriately investigated in accordance with district policy and regulations.~~

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Human Resources  
325 East Huntington Drive  
Monrovia, CA 91016  
626-471-2022

### Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. (Government Code 12950; 2 CCR 11013, 11023, 11049)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)  
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

- a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
- b. Posting them in all district schools and offices, including staff lounges and other prominent locations
- c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)  
(cf. 1114 - District-Sponsored Social Media)  
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

- a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return
- b. Sending a copy via email with an acknowledgment return form
- c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

- d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session
  - e. Any other way that ensures employees receive and understand the policy (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior.
5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made.
- The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)
6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law.
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce. (2 CCR 11023)

### Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30. Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint. The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

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

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the

investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 9321 - Closed Session)

#### Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)
2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Revised: May \_\_, 2022

Adopted:

MONROVIA UNIFIED SCHOOL DISTRICT

Administrative Regulation 4030

*All Personnel*

Page 6 of 6

May 9, 2007

(Replaces: BP 4162 Discrimination Complaints – Employees)

(Revised: February 1993)

# Agenda Item Details

Meeting Date: 2022-05-11 18:30:00

## AGENDA ITEM TITLE:

### **3. ADMINISTRATIVE REGULATION, 4119.12, *TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES AND EXHIBIT E***

#### **RECOMMENDATION**

The Board of Education is requested to receive for first reading Administrative Regulation 4119.12, Exhibit E, *Title IX Sexual Harassment Complaint Procedures*, as recommended by the California School Boards Association (CSBA).

#### **Rationale:**

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

#### **Additional Information:**

Copies of the proposed administrative regulations are attached.

#### **ATTACHMENTS**

- [AR 4119.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)
- [E4119.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)

### **TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity.
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291.

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

(cf. [4030](#) - Nondiscrimination in Employment)

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

#### Reporting Allegations/Filing a Formal Complaint

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in [AR 4119.11/4219.11/4319.11](#) - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.



A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented.

Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 – Nondiscrimination in Employment as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating

in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process.

#### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process.
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.  
If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process.
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence.
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process.

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

#### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney.
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties.
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report.
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness.
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

#### Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30.
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process.
3. Findings of fact supporting the determination.
4. Conclusions regarding the application of the district's code of conduct or policies to the facts.
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal.

### Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator.
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
4. Issue a written decision describing the result of the appeal and the rationale for the result.
5. Provide the written decision simultaneously to both parties.

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. [4117.7/4317.7](#) - Employment Status Report)  
(cf. [4118](#) - Dismissal/Suspension/Disciplinary Action)  
(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)  
(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

## Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

(cf. [1113](#) - District and School Web Sites)  
(cf. [3580](#) - District Records)

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination on the basis of sex

[48900](#) Grounds for suspension or expulsion



[48900.2](#) Additional grounds for suspension or expulsion; sexual harassment

[48985](#) Notices, report, statements and records in primary language

CIVIL CODE

[51.9](#) Liability for sexual harassment; business, service and professional relationships

[1714.1](#) Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

[12950.1](#) Sexual harassment training

CODE OF REGULATIONS, TITLE 5

[4600-4670](#) Uniform complaint procedures

[4900-4965](#) Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

[1221](#) Application of laws

[1232g](#) Family Educational Rights and Privacy Act

[1681-1688](#) Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

[2000d-2000d-7](#) Title VI, Civil Rights Act of 1964

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

CODE OF FEDERAL REGULATIONS, TITLE 34

[99.1-99.67](#) Family Educational Rights and Privacy

[106.1-106.82](#) Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

WEB SITES

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

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

U.S. Department of Education, Office for Civil

Rights: <http://www.ed.gov/about/offices/list/ocr>

(7/20) 10/20

Adopted: May \_\_, 2022



**NOTICE OF SEXUAL HARASSMENT COMPLAINT PROCEDURES**

The Code of Federal Regulations, Title 34, Section 106.8 requires the district to issue the following notification to employees, job applicants, and employee organizations:

The district does not discriminate on the basis of sex in any education program or activity that it operates. The prohibition against discrimination on the basis of sex is required by federal law (20 USC [1681-1688](#); 34 CFR Part 106) and extends to employment. The district also prohibits retaliation against any employee for filing a complaint or exercising any right granted under Title IX.

Title IX requires a school district to take immediate and appropriate action to address any potential Title IX violations that are brought to its attention. Any inquiries about the application of Title IX, this notice, and who is protected by Title IX may be referred to the district's Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district has designated and authorized the following employee as the district's Title IX Coordinator, to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and stalking:

\_\_\_\_\_

(name and/or title/position)

\_\_\_\_\_

(address)

\_\_\_\_\_

(telephone number)

\_\_\_\_\_

(email address)

Any individual may report sex discrimination, including sexual harassment, to the Title IX Coordinator or any other school employee at any time, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon receiving an allegation of sexual harassment, the Title IX Coordinator will promptly notify the parties, in writing, of the applicable district complaint procedure.

To view an electronic copy of the district's policies and administrative regulations on sexual harassment, including the grievance process that complies with 34 CFR 106.45, please see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment and AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures on the district's web site at [www.monroviashools.net](http://www.monroviashools.net)

To inspect or obtain a copy of the district's sexual harassment policies and administrative regulations, please contact: \_\_\_\_\_ (insert location/phone/email of contact person)

\_\_\_\_\_.

Materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process are also publicly available on the district's web site or at the district office upon request.

10/20

Adopted: May \_\_, 2022

Subject: PENDING BOARD ISSUES

Prepared by: Ryan Smith, Ed. D., Superintendent

Action desired:

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

Rationale:

This agenda item affords an opportunity for the Board of Education to review the status of items that have been scheduled for Board consideration, raise issues or questions that have not been scheduled for discussion, and place issues in priority order for attention, consistent with the Board Vision.

Issue/Question/Request	Status	Next steps
<b>Cyclical Reports</b>		
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	To be conducted annually by September 30
Superintendent Evaluation	Review Superintendent performance objectives for formal evaluation	To be conducted annually by June 30, 2022
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Next update Oct/Nov 2022

Issue/Question/Request	Status	Next steps
<b>Cyclical Reports (continued)</b>		
<p>Student Achievement: standards &amp; plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>5/25/22 • Class of 2022 Report</p> <p>6/9/22: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report</p> <p>6/22/22: • Visual &amp; Performing Arts Report</p>	
<p>CGI Math Update</p>	<p>Provide a program update to the Board of Education</p>	<p>Annually in September; Next report 2022</p>
<p>BP 0415, Equity Update</p>	<p>Update Board policy per CSBA suggestions annually to ensure equity in schools</p>	<p>Next update June 2022</p>
<p>Technology Projects</p>	<p>Staff technology standards &amp; teaching plan; working with Educational Services.</p>	<p>Next update 2022-23 SY</p>
<p>E-Rate</p>	<p>E-rate funding approval annually in Jan/Feb/Mar.</p>	<p>Next update in 2023</p>
<p>Safety, Emergency Prep, &amp; Discipline</p>	<p>Update information: Safety, Emergency Preparedness</p>	<p>Annually in Oct/Nov/Dec.</p>
<p>Athletic Coach Certification &amp; Training</p>	<p>Athletic coach certification and concussion training annually. Annually in August.</p>	<p>Next training in 2022</p>

Issue/Question/Request	Status	Next steps
	<b>Cyclical Reports (Continued)</b>	
Budget/ Enrollment/Staffing	<p><b><u>2021-22 Budget Preparation Calendar:</u></b></p> <ul style="list-style-type: none"> <li>• May 25, 2022: 2021-22 P-2 Student Attendance Rpt</li> <li>• May 25, 2022: 2022-23 Governor’s May Budget Revision (Informational Report)</li> <li>• June 9, 2022: 2022-23 Adopted Budget Public Hearing</li> <li>• June 22, 2022: 2022-23 Budget Adoption</li> </ul>	
Board Walks (Board site visits)	Board will visit school sites to meet with principal and receive an overview of site-specific data	Elementary schools will be visited in the 2022-23 SY; MHS annually
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall; Next report 2022
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2024
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring.	Next report Spring 2023

<b>Issue/Question/Request</b>	<b>Status</b>	<b>Next steps</b>
	<b>Long Range Plans</b>	
Legislative Policy	<ul style="list-style-type: none"> <li>Review legislative policy changes/updates</li> <li>Special Education funding</li> </ul>	2021-22
MUSD Marketing	<ul style="list-style-type: none"> <li>Receive guidelines on how to focus marketing efforts</li> </ul>	2021-22
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> <li>Receive recommendations about the Facilities Master Plan needs assessment</li> </ul>	Facilities Advisory Committee will convene in Spring
Solar Panel Options	<ul style="list-style-type: none"> <li>Revisit solar panel options throughout the District</li> </ul>	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> <li>Status report on the results of the Prop 68 grant</li> </ul>	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> <li>Discuss efforts of lobbyist group on behalf of the District</li> </ul>	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> <li>Receive update on the status of the program</li> </ul>	End of 2021-22 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> <li>Plans to create a “safety corridor” in and around school sites with the assistance of MPD</li> </ul>	Plan has been developed and is posted on District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> <li>Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation</li> </ul>	Status update to be provided throughout the year

<b>Issue/Question/Request</b>	<b>Status</b>	<b>Next steps</b>
	<b>Long Range Plans</b>	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2021-22
	Business Policies	2021-22
	Human Resources Policies	2021-22
	Educational Services Policies	2021-22
	Pupil Personnel Services	2021-22