



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 10, 2023**

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, May 10, 2023**

**6:30 p.m. - Board Room**

**\*\*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. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING**

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 Performance Evaluation - Superintendent (Government Code Section 54957)

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

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

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

2. Pledge of Allegiance by first graduating Dual Immersion Spanish Cohort.

3. Roll Call:

Traci Gholar, Board President \_\_\_\_\_ Ryan D. Smith, Superintendent \_\_\_\_\_  
Jennifer Anderson, Board Vice-Pres. \_\_\_\_\_ Gregoire Francois, Deputy Supt. \_\_\_\_\_  
Rob Hammond, Board Clerk \_\_\_\_\_ Jessica Garcia, Asst. Supt. Bus. Svcs. \_\_\_\_\_  
Maritza Travanti, Board Member \_\_\_\_\_ Greg Puccia, Asst. Supt. HR \_\_\_\_\_  
Selene Lockerbie, Board Member \_\_\_\_\_  
Emma Nahapetian, Student Board Member \_\_\_\_\_

4. Report out of Closed Session

#### **E. ORDER OF BUSINESS**

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 26, 2023

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

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

[BM Minutes 04.26.2023.pdf](#)

#### **F. RECOGNITIONS AND COMMUNICATIONS**

1. 2023 Young Legislator Sophia Adkins

2. Monrovia Elementary Olympics Team Winners

3. Board Member Reports

4. Report from the Superintendent

5. Student Board Member Report

6. Recognition of Student Board Member Emma Nahapetian of Monrovia High School

#### **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 UPDATE**

The Board of Education will receive an update on the Dual Immersion Programs.

#### **I. CONSENT AGENDA**

Routine items of business placed on the consent agenda have been carefully screened by members of the staff and will be acted upon by the Board with one motion. Upon request



of any person, an item on the consent agenda may be considered separately at its location on the meeting's agenda.

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

Approval of Consent Agenda:

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

## **EDUCATIONAL SERVICES**

### **1. 22/23-1111 - ADOPTION OF RECOMMENDED TEXTBOOK**

The Board of Education is requested to adopt the following textbook for the AP Physics 1 course: *College Physics for AP Physics 1 & 2 Courses, Third Edition*, by Bedford, Freeman & Worth, publishers.

### **2. 22/23-1113 - MEMORANDUM OF UNDERSTANDING BETWEEN PACIFIC CLINICS AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve a renewal Memorandum of Understanding (MOU) between Pacific Clinics and Monrovia Unified School District for a term of two (2) years.

[Pacific\\_Clinics\\_MOU\\_-\\_20230510.pdf](#)

### **3. 22/23-1114 - RENEWAL OF SERVICE AGREEMENT BETWEEN CARE SOLACE, INC., AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve the renewal of a Service Agreement with Care Solace, Inc., for a district license to access an online platform at caresolace.com, effective July 1, 2023, through June 30, 2024.

[Care Solace - Monrovia Unified School District - Renewal - 20230510.pdf](#)

### **4. 22/23-1115 - MEMORANDUM OF UNDERSTANDING BETWEEN FIVE ACRES - THE BOYS' AND GIRLS' AID SOCIETY OF LOS ANGELES COUNTY AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve a renewal Memorandum of Understanding with Five Acres - The Boys' and Girls' Aid Society of Los Angeles County (Five Acres) to provide counseling services to identified students in the Monrovia Unified School District from July 1, 2023, through June 30, 2024.

[Five Acres MOU - 20230510.pdf](#)

### **5. 22/23-1116 - AGREEMENT WITH UNIVERSITY OF WASHINGTON CENTER FOR EDUCATIONAL LEADERSHIP**

The Board of Education is requested to approve a renewal agreement between the University of Washington Center for Educational Leadership (CEL) and Monrovia Unified School District to further develop equity-centered, learning-focused leaders for the 2023-24 school year.

[Center for Educational Leadership - Rev - 20230510.pdf](#)

### **6. 22/23-1117 - CAPTURING KIDS' HEARTS SERVICE AGREEMENT**

The Board of Education is requested to approve a renewal agreement with Capturing Kids' Hearts for professional development for district staff.

[CKH - Service Agreement - 20230510.pdf](#)

### **7. 22/23-1118 - BOARD POLICY 5022, STUDENT AND FAMILY PRIVACY RIGHTS, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to adopt Board Policy 5022, *Student and Family Privacy Rights*, and its accompanying Administrative Regulation, as recommended by the California School Boards Association.

## **BUSINESS SERVICES**

### **8. 22/23-2146 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$3,787,655.65 issued April 8, 2023, through April 21, 2023, and payments in the amount of \$1,318,171.07 issued April 12, 2023, through April 25, 2023.

[BA Item 2146\(b-c\) Purchase Order Rpt 5-10-23.pdf](#)

### **9. 22/23-2147 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts, Deposit Report No. 34 through No. 35, deposited April 14, 2023, through April 26, 2023, for a total amount of \$332,605.59.

[BA Item 2147\(b\) Deposit Rpt #34-35 5-10-23.pdf](#)

### **10. 22/23-2148 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2148\(b\) Budgetary Transfers 5-10-23.pdf](#)

### **11. 22/23-2149 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-13.

[Acceptance of Gifts #2023-14 05-10-23.pdf](#)

### **12. 22/23-2150 - PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements Report #14 for the Monrovia Unified School District 2022-23 SY.

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

### **13. 22/23-2151 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

The Board of Education is requested to approve the renewal purchase of the Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective June 1, 2023, through May 31, 2024.

[BA Item 2151\(b\) Microsoft Software Subscription Renewal, Enrollment for EES 5-10-23.pdf](#)

## **HUMAN RESOURCES**

### **14. 22/23-3092 - PERSONNEL ASSIGNMENTS**

The Board of Education is requested to approve Personnel Assignments Report #17.

[BRD REPORT 20230510 Personnel Report 17.pdf](#)

### **15. 22/23-3093 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #16.

[05102023TravelConference.pdf](#)

### **16. 22/23-3094 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential, and management employees will be indefinite for the 2023-2024 fiscal year. Benefits may be increased or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting, and other factors.

### **17. 22/23-3095 - BOARD OF EDUCATION DESIGNATED REPRESENTATIVES**

The Board of Education is requested to appoint Ryan Smith and Greg Puccia as Designated

Representatives of Monrovia Unified School District's represented employees of Monrovia Teachers Association (MTA) and California School Employees Association (CSEA); Ryan Smith and Greg Puccia as the Designated Representatives of non-represented employees of Confidential/Classified Managers (C/CM); and Ryan Smith as the Designated Representative of non-represented employees of Monrovia Association of School Administrators (MASA) for salary discussions in closed sessions with the Board of Education for the 2023-2024 school year.

## **18. 22/23-3028 - CLINICAL AFFILIATION AGREEMENT CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve the renewal of the affiliation agreement between CSU Dominguez Hills and the Monrovia Unified School District for a term beginning May 11, 2023, through October 10, 2028.

[Cal State Dominguez Hills Nursing\\_Affiliation\\_Agreement\\_Monrovia Unified School District.pdf](#)

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

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

##### **1. 22/23-1119 - AGENCY AFFILIATION AGREEMENT WITH UNIVERSITY OF DENVER MORGRIDGE COLLEGE OF EDUCATION**

The Board of Education is requested to approve an Agency Affiliation Agreement between the University of Denver Morgridge College of Education and Monrovia Unified School District.

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

[Univ of Denver, Affiliation Agreement - 20230510.pdf](#)

#### **BUSINESS SERVICES – *Jessica Garcia, Asst. Supt. of Business Services***

##### **2. 22/23-2153 - FOOD CATERING AGREEMENT - CUP OF CHA TEA HOUSE**

The Board of Education is requested to approve a food catering agreement with Cup of Cha Tea House for a Spring Event at Plymouth Elementary School in the Monrovia Unified School District.

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

[BA Item 2153\(b\) Food Catering Agreement - Cup of Cha Tea House 5-10-23.pdf](#)

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

##### **3. 22/23-3097 - RESOLUTION RECOGNIZING MAY 21 - 27, 2023 AS "CLASSIFIED SCHOOL EMPLOYEE WEEK"**

The Board of Education is requested to adopt Resolution 2223-27, declaring May 21-27, 2023, as "Classified School Employee Week," and urges all citizens to participate in observances that express their appreciation for classified employees.

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

[Resolution 2223-27 Classified Employee Week 2023 \(1\).pdf](#)

##### **4. 22/23-3098 - REVISION TO RESOLUTION 2223-21, RECOGNIZING MAY 8 - 12, 2023, AS "NATIONAL TEACHER APPRECIATION WEEK" AND MAY 9, 2023, AS "NATIONAL DAY OF THE TEACHER."**

The Board of Education is requested to adopt the revision to Resolution No. 2223-21,

correcting the recognition dates to align with the State and Nation and declaring May 9, 2023, as "*National Day of the Teacher*" and May 8-12, 2023, as "*National Teacher Appreciation Week*" and urges all citizens to participate in observances that express their appreciation for teachers.

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

[Resolution 2223-21 Teacher Appreciation Week Revised.pdf](#)

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

### **5. 22/23-5060 - RENAMING OF THE MONROVIA HIGH SCHOOL PERFORMING ARTS CENTER AFTER FORMER BOARD OF EDUCATION PRESIDENT AND MEMBER BETTY SANFORD AND INSTALLATION OF A PERPETUAL PLAQUE RECOGNIZING LOUISE K. TAYLOR**

The Board of Education is requested to rename the Monrovia High School Performing Arts Center after former Board of Education President and Member Betty Sanford and install a perpetual plaque recognizing Louise K. Taylor.

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

Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,

Board Member Anderson\_, Board President Gholar\_.

## **K. INFORMATION ITEMS**

### **1. BOARD POLICY 5146, *MARRIED/PREGNANT/PARENTING STUDENTS***

The Board of Education is requested to receive for first reading Board Policy 5146, *Married/Pregnant/Parenting Students*, as recommended by the California School Boards Association (CSBA).

[5146\\_BP\\_Married\\_Pregnant\\_Parenting\\_Students \(11-53\).pdf](#)

### **2. BOARD BYLAW 9125, *LEGAL COUNSEL***

The Board of Education is requested to receive for first reading Board Bylaw 9125, *Legal Counsel*, as recommended by the California School Boards Association.

[9125 BB Attorney - DRAFT - Update 4.20.23.pdf](#)

## **L. FUTURE MEETING DATES**

- May 24, 2023; 6:30 p.m. - Regular Board of Education Meeting
- June 14, 2023; 6:30 p.m. - Regular Board of Education Meeting
- June 28, 2023; 6:30 p.m. - Regular Board of Education Meeting

## **M. NEW BUSINESS**

Superstars of Music - May 16, 2023; 6:00 pm; Louise K. Taylor Performing Arts Center

Monrovia Days - May 19 - 21, 2023; Library Park

## **Graduation and Promotion Ceremonies**

- Bradoaks Elementary Science Academy - Wednesday, June 7, 2023; 8:10 am
- Mayflower Elementary School - Wednesday, June 7, 2023; 8:30 am
- Monroe Elementary School - Wednesday, June 7, 2023; 9:00 am
- Plymouth Elementary School - Wednesday, June 7, 2023; 8:30 am
- Wild Rose School of Creative Arts - Wednesday, June 7, 2023; 9:00 am
- Clifton Middle School - Tuesday, June 6, 2023; 9:00 am
- Santa Fe Computer Science Magnet School - Tuesday, June 6, 2023; 8:30 am

- Canyon Oaks High School/Mountain Park School - Tuesday, June 6, 2023; 6:00 pm
- Monrovia High School - Wednesday, June 7, 2023; 5:00 pm
- Monrovia Community Adult School - Thursday, May 25, 2023; 6:00 pm

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



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

**BOARD OF EDUCATION CLOSED SESSION**

Wednesday, April 26, 2023

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

Wednesday, April 26, 2023

6:30 p.m. - Board Room

**ADOPTED MINUTES**

**A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING**

1. Call to Order
2. Public Comments for Items on the Closed Session Agenda  
**There are none.**

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

1. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
2. Report out of Closed Session  
**Resolution No. 2223-25** – Be it resolved that, pursuant to Education Code 44929.21, the following probationary certificated employees shall not be reemployed for the 2023-2024 school year, and that the Superintendent or his designee is directed to give written notice thereof as required by law.

Employee No. HX6631196

Employee No. TT0949589

Ayes: 4

Noes: 0

Abstentions: 0

**Resolution No. 2223-26** – Be it resolved that, pursuant to Education Code 44929.21, the following temporary certificated employees shall be released from employment effective June 8, 2023, and shall not be reemployed for the 2023-2024 school year, and that the Superintendent or his designee is directed to give written notice thereof as required by law.

Employee No. KM8235996

Employee No. GY4722441

Employee No. QA3527902

Ayes: 4

Noes: 0

Abstentions: 0

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

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

1. Meeting called to order by presiding chairperson, Board President Gholar at 6:34 pm.
2. Pledge of Allegiance by Monroe Elementary School, Richard Morrison, Principal.



### 3. Roll Call:

Traci Gholar, Board President Present  
Jennifer Anderson, Board Vice-Pres. Present  
Rob Hammond, Board Clerk Excused  
Maritza Travanti, Board Member Present  
Selene Lockerbie, Board Member Present  
Emma Nahapetian, Stu. Board Member Present

Ryan Smith, Superintendent Present  
Gregoire Francois, Deputy Superintendent Present  
Jessica Garcia, Asst. Sup., Bus. Svcs. Present  
Greg Puccia, Asst. Sup., HR Present

## E. ORDER OF BUSINESS

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

**Action Item #9 will be pulled from the Agenda.**

2. Approve the Minutes of the Regular Board of Education Meeting on April 12, 2023  
Motion by Board Member Travanti, seconded by Board Member Lockerbie, **Vote 4-0**  
Board Member Lockerbie Y, Board Member Travanti Y, Board Member Hammond A,  
Board Member Anderson Y, Board President Gholar Y.

[BM Minutes 04.12.2023.pdf](#)

## F. RECOGNITIONS AND COMMUNICATIONS

1. Natalie Nash, 12th grade MHS, ACSA Oratory Contest

2. Board Member Reports

Board Member Lockerbie reported on MHS's Theater Conservatory participation in the Drama Teachers Association of Southern California (DTASC) competition.

Board Member Travanti reported on the visit to High Tech High, CIF Volleyball playoffs, and wished good luck to seniors attending prom.

Board Member Anderson reported on PTA's Founders Day celebration and the GATE Elementary Extravaganza.

Board President Gholar reported on the PBL event at Wild Rose.

3. Student Board Member Report

Student Board Member Emma reported on ASB and Student Council elections, the 2023 Powderpuff Football game, MHS's theater program's performance of Little Shop of Horrors, track and field team members qualified for Arcadia Invitational, Renaissance's sign on the line, sports teams' senior nights, Prom, People's Choice Awards, and school spirit days.

4. Report from the Superintendent

Dr. Smith reported on the PBL event at Wild Rose, the Femineers field trip to San Diego State, and thanked the chaperones who accompanied the students on the field trip. Dr. Smith also reported on the Bradoaks and Wild Rose Open Houses.

## 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.

There are none.

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

There are none.

## **H. STAFF PRESENTATIONS**

### **1. SCHOOL SAFETY AND EMERGENCY PREPAREDNESS UPDATE**

The Board of Education will receive a School Safety and Emergency Preparedness Update.

## **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: None

Approval of Consent Agenda:

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

## **EDUCATIONAL SERVICES**

### **1. 22/23-1107 - MEMORANDUM OF UNDERSTANDING BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District and Monrovia Unified School District for the award, allocation, and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG) from July 1, 2023 through December 31, 2024.

[MUSD CTEIG 8 MOU - 20230426.pdf](#)

[CTEIG Round 8 Budget.pdf](#)

### **2. 22/23-1112 - FINAL SETTLEMENT AGREEMENT**

The Board of Education is requested to ratify a Final Settlement Agreement for Office of Administrative Hearing Case No. 2023030535 in regards to Student No. 5661262708 dated March 31, 2023.

[Final Settlement Agreement Report No. 7.pdf](#)

## **BUSINESS SERVICES**

### **3. 22/23-2137 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$1,516,684.97 issued March 18, 2023, through April 7, 2023, and payments in the amount of \$6,165,222.99 issued March 23, 2023, through April 11, 2023.

[BA Item 2137\(b\) Purchase Order Rpt 4-26-23.pdf](#)

### **4. 22/23-2138 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts, Deposit Report No. 32 through No. 33, deposited March 30, 2023, through April 11, 2023, for a total amount of \$1,117,525.31.

[BA Item 2138\(b-c\) Deposit Rpts #32-33 4-26-23.pdf](#)

### **5. 22/23-2139 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2139\(b\) Budgetary Transfers 4-26-23.pdf](#)

## **6. 22/23-2140 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-13.

[Acceptance of Gifts #2023-13 04-26-23.pdf](#)

## **HUMAN RESOURCES**

### **7. 22/23-3086 - PERSONNEL ASSIGNMENTS**

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

[BRD REPORT 20230412 Personnel Report 16.pdf](#)

### **8. 22/23-3087 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #15.

[04262023TravelConference.pdf](#)

### **9. 22/23-3088 – RENEWAL OR AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA**

The Board of Education is requested to approve the renewal of the agreement between Monrovia Unified School District and California State Polytechnic University Pomona, (Cal Poly Pomona), commencing July 01, 2023, and through June 30, 2026.

[5523-0055 Monrovia USD Student Teaching and Internship PASC Fieldwork Agreements Cal Poly Pomona.pdf](#)

## **BOARD BUSINESS**

### **10. 22/23-5055 - AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2023 MONROVIA DAYS PARADE & FESTIVAL**

The Board of Education is requested to approve an amendment to the Memorandum of Understanding between the District, the City of Monrovia, and Centre Stage Productions, for the organization and production of the upcoming 2023 Monrovia Days Parade & Festival on May 19-21, 2023.

[2022 Monrovia Days MOU.pdf](#)

[Monrovia Days Partnership Agreement.pdf](#)

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

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

#### **1. 22/23-1110 - ARTICULATION AGREEMENT BETWEEN CERRITOS COLLEGE AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education is requested to approve an Articulation Agreement with Cerritos College allowing Monrovia High School (MHS) students to earn college credit from Cerritos College upon successful completion of MHS's Honors Project Lead the Way (PLTW) Introduction to Engineering course. If approved, this agreement will be reviewed and renewed annually.

Motion by Board Member Anderson, seconded by Board Member Travanti, **Vote 4-0**

Board Member Lockerbie Y, Board Member Travanti Y, Board Member Hammond A, Board Member Anderson Y, Board President Gholar Y.

[Cerritos College - ENGT 103 Articulation Agreement - 20230426.pdf](#)

### **BUSINESS SERVICES – Jessica Garcia, Asst. Supt. of Business Services**

#### **2. 22/23-2142 - PURCHASE AGREEMENT WITH AMS.NET FOR RUBRIK BACKUP SOLUTION**

The Board of Education is requested to ratify a purchase agreement with AMS.Net for RUBRIK Backup Solution.

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

[BA Item 2142\(b\) Purchase Agreement with AMS.Net for Rubrik Backup Solution 4-26-23.pdf](#)

### **3. 22/23-2143 - PURCHASE AGREEMENT WITH AMS.NET FOR MERAKI SWITCHING (E-RATE)**

The Board of Education is requested to approve a purchase agreement with AMS.Net for Meraki Switching (E-rate).

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

[BA Item 2143\(b\) Purchase Agreement with AMS.Net for Meraki Switching \(E-rate\) 4-26-23.pdf](#)

Board Member Lockerbie asked for the Board to receive more information in the future regarding E-rate and switches.

### **4. 22/23-2144 - INCIDENT IIQ SOFTWARE SUBSCRIPTION FOR K-12 HELP DESK AND ASSET MANAGEMENT SOFTWARE**

The Board of Education is requested to approve the purchase of Incident IIQ, a specialized K-12 help desk & asset management software.

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

[BA Item 2144\(b\) Incident Software Subscription for K-12 Helpdesk and Asset Management Software 4-26-23.pdf](#)

### **5. 22/23-2145 - PURCHASE AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES, INC FOR ROOFING MATERIALS AND SUPPLIES FOR CLIFTON MIDDLE SCHOOL AND WILD ROSE ELEMENTARY SCHOOL**

The Board of Education is requested to approve a purchase agreement with Weatherproofing Technologies, Inc. (WTI) for roof repair materials and supplies for the summer 2023 roof repair projects at Clifton Middle School and Wild Rose Elementary School. Roof repair material purchase package is for utilization by future bid awarded contractor in completing roof restoration and replacement projects.

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

[BA Item 2145\(b\) Purchase Agreement with Weatherproofing Technologies, Inc. 4-26-23.pdf](#)

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

#### **6. 22/23-3089 RESOLUTION 2223-20, RECOGNIZING APRIL 23-29, 2023, AS “ADMINISTRATIVE PROFESSIONALS WEEK,” AND APRIL 26, 2023, AS “ADMINISTRATIVE PROFESSIONALS DAY”**

The Board of Education is requested to adopt Resolution No. 2223-20, recognizing April 23-29, 2023, as "*Administrative Professionals Week*," and Wednesday, April 26, 2023, as "*Administrative Professionals Day*."

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

[Resolution 2223-20 Administrative Professional Week 2023.pdf](#)

**7. 22/23-3090 - RESOLUTION 2223-21, RECOGNIZING MAY 1 - 5, 2023, AS "NATIONAL TEACHER APPRECIATION WEEK" AND MAY 2, 2023, AS "NATIONAL DAY OF THE TEACHER."**

The Board of Education is requested to adopt Resolution No. 2223-21, declaring May 2, 2023, as "National Day of the Teacher," and May 1-5, 2023, as "National Teacher Appreciation Week," and urges all citizens to participate in observances that express their appreciation for teachers.

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

[Resolution 2223-22 Teacher Appreciation Week.pdf](#)

**8. 22/23-3091 - RESOLUTION 2223-22 RECOGNIZING MAY 10, 2023 AS "NATIONAL SCHOOL NURSE DAY"**

The Board of Education is requested to adopt Resolution 2223-22, recognizing May 10, 2023, as "National School Nurse Day."

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

[Resolution 2223-23 School Nurses Day 2023.pdf](#)

**~~9. 22/23-3092 - MEMORANDUM OF UNDERSTANDING (MOU) WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)~~ Pulled from the Agenda**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) with CSEA to increase the number of hours worked by district custodians.

[MUSD CSEA MOU - Custodian Hours Increase.pdf](#)

**A short recess was taken from 8:19 pm – 8:22 pm**

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

**10. 22/23-5056 – 2023-2024 PROPOSED BOARD MEETING SCHEDULE**

The Board of Education is requested to review and approve the schedule of the Regular Board of Education meetings for the 2023-2024 school year.

Motion by Board Member Lockerbie to approve new schedule with an additional date added for a joint PC/Board meeting, no second. Motion dies.

Motion to approve item as written by Board Member Travanti, seconded by Board Member Anderson, **Vote 3-1**

Board Member Lockerbie N, Board Member Travanti Y, Board Member Hammond A,  
Board Member Anderson Y, Board President Gholar Y.

[2023-24 Proposed Board Meeting Dates.pdf](#)

**11. 22/23-5057 - RESOLUTION NO. 2223-23, DECLARING MAY 2023, AS "MENTAL HEALTH AWARENESS MONTH"**

The Board of Education is requested to adopt Resolution No. 2223-23, declaring the month of May 2023, as "Mental Health Awareness Month."

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

[Resolution 2223-23 Mental Health Awareness Month 2023.pdf](#)



## 12. 22/23-5058 - RESOLUTION NO. 2223-24, RECOGNIZING MAY 2023, AS "ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH"

The Board of Education is requested to approve Resolution No. 2223-24, recognizing May 2023, as "Asian American and Pacific Islander Heritage Month."

Motion by Board Member Travanti, seconded by Board Member Anderson, **Vote 4-0**

Board Member Lockerbie Y, Board Member Travanti Y, Board Member Hammond A, Board Member Anderson Y, Board President Gholar Y.

[Resolution 2223-24 Asian American and Pacific Islander Heritage Month May 2023.pdf](#)

### K. FUTURE MEETING DATES

- May 10, 2023; 6:30 p.m. - Regular Board of Education Meeting
- May 18, 2023; 4:00 p.m. - Joint Personnel Commission/Board of Education Meeting
- May 24, 2023; 6:30 p.m. - Regular Board of Education Meeting
- June 14, 2023; 6:30 p.m. - Regular Board of Education Meeting

### L. NEW BUSINESS

Monrovia Elementary Olympic Games - April 28, 2023

Community Resource Fair - May 4, 2023; 5:00 pm - 7:00 pm; Friendship Circle MHS

Grease: School Version - May 4 - 5, 2023; 7:00 pm; Clifton Auditorium

Superstars of Music - May 16, 2023; 6:00 pm; Louise K. Taylor Performing Arts Center

Monrovia Days - May 19 - 21, 2023; Library Park

### Graduation and Promotion Ceremonies

- Bradoaks Elementary Science Academy - Wednesday, June 7, 2023; 8:10 am
- Mayflower Elementary School - Wednesday, June 7, 2023; 8:30 am
- Monroe Elementary School - Wednesday, June 7, 2023; 9:00 am
- Plymouth Elementary School - Wednesday, June 7, 2023; 8:30 am
- Wild Rose School of Creative Arts - Wednesday, June 7, 2023; 9:00 am
- Clifton Middle School - Tuesday, June 6, 2023; 9:00 am
- Santa Fe Computer Science Magnet School - Tuesday, June 6, 2023; 8:30 am
- Canyon Oaks High School/Mountain Park School - Tuesday, June 6, 2023; 6:00 pm
- Monrovia High School - Wednesday, June 7, 2023; 5:00 pm
- Monrovia Community Adult School - Thursday, May 25, 2023; 6:00 pm

### M. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 8:32 pm.

Closed in memory of Darryl Burke, Monroe Elementary crossing guard and Randy Lathrop, husband of former principal Cindy Lathrop.

  
Ryan D. Smith, Superintendent and Board Secretary

  
Traci Gholar, Board President



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1111 - ADOPTION OF RECOMMENDED TEXTBOOK

#### RECOMMENDATION

The Board of Education is requested to adopt the following textbook for the AP Physics 1 course: *College Physics for AP Physics 1 & 2 Courses, Third Edition*, by Bedford, Freeman & Worth, publishers.

#### Rationale:

The Board of Education is requested to adopt the above-referenced textbook recommended by College Board and endorsed by the curriculum team at Monrovia High School for use in the AP Physics 1 course. Public review of the textbook was conducted and completed on May 1, 2023, and no objections or concerns were received. The textbook was presented for public review at the March 22, 2023, Board meeting.

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

Costs of the textbooks and teaching materials are not expected to exceed \$8,800 and will be paid with Local Control and Accountability Plan (LCAP) funds.

#### Legal References:

Board Policy 6161.1 requires the submission of textbooks to the Board for adoption following a thirty (30) day public display.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 2. 22/23-1113 - MEMORANDUM OF UNDERSTANDING BETWEEN PACIFIC CLINICS AND MONROVIA UNIFIED SCHOOL DISTRICT

#### RECOMMENDATION

The Board of Education is requested to approve a renewal Memorandum of Understanding (MOU) between Pacific Clinics and Monrovia Unified School District for a term of two (2) years.

#### Rationale:

The Memorandum of Understanding (MOU) will allow Pacific Clinics to address specific behaviors through therapeutic interventions that increase student functioning within an educational setting, reduce symptoms, and restore or maintain functioning levels consistent with the requirements of learning and development, independent living, and enhanced self-sufficiency. In addition, the MOU will allow for the identification of and stipulation for the Outpatient Mental Health Services to be provided by Pacific Clinics to identified students and families of Monrovia Unified School District. Through this MOU, Pacific Clinics will provide the following mental health services to students and families who qualify for services: - Provide triage/risk screening of students in conjunction with the school staff; - Mental health services for youth and their families; - One-on-one counseling sessions with students; - Family counseling for program participants; - Peer groups; - As necessary and with parents/guardian permission, refer to psychiatric services at the Pacific Clinics' main office.

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

No cost to Monrovia Unified School District.

#### Legal References:

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

#### Additional Information:

A copy of the Memorandum of Understanding is attached.

## ATTACHMENTS

- [Pacific\\_Clinics\\_MOU\\_-\\_20230510.pdf](#)



**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**PACIFIC CLINICS**

**AND**

**MONROVIA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding is entered into by the above parties and shall commence on July 1, 2023 and continue through June 30, 2025.

**I. PURPOSE**

The purpose of this agreement is to identify and stipulate the Outpatient Mental Health Services to be provided by Pacific Clinics to Monrovia Unified School District (District) to improve student functioning within an educational setting.

**II. GOAL**

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

**III. SERVICES PROVIDED**

**Pacific Clinics will:**

1. Provide the following mental health services to students and families who qualify for services:
  - Mental health services for youth and their families;
  - One-on-one counseling sessions with students;
  - Family counseling for program participants;
  - Peer groups; and
  - As necessary and with parents/guardian permission, refer to psychiatric services at the Pacific Clinics main office.
2. Certify that its staff and/or trainees providing the services designated are adequately trained and prepared according to the prevailing professional standards to provide such services.
3. Certify that it shall provide reasonable and adequate supervision of its staff and/or trainees providing the services designated above.
4. Participate in the prescreening process and identify the mental health needs of students.
5. Contact school and/or referring school personnel of referral to inform them of first appointment date (intake date) and/or services/linkage provided.



6. Provide triage/risk screening of students in conjunction with the school staff.
7. Provide training for screening and referring techniques on identifying students who are at risk and require mental health services.
8. Provide mental health services during and after school hours, during school vacations and summer vacation. Services will be provided on campus and/or at any location which is convenient for the student, parent and clinician. During hours/days in which the campus is closed, other arrangements will be made with parents and students to coordinate services at Pacific Clinics' main office site, at the home or somewhere else in the community.
9. Provide consultation and share necessary information (with the appropriate releases of information forms signed by legal guardians) about the student's treatment status with school personnel in order to work collaboratively toward treatment and progress.
10. Have prerequisite TB testing and finger printing clearance and ensure all staff will have successfully met the fingerprinting requirements as defined in the California Education Code §45125.1.
11. Will work collaboratively with the school principal or his/her designee to prioritize and design the program elements to meet the needs of the school and the students.
12. In the event of continued school campus closure due to COVID19, Pacific clinic will provide these mental health services listed above via telephone or telehealth.

**District will:**

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



#### **IV. COMPLIANCE WITH LEGAL REQUIREMENTS:**

Pacific Clinics and District shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. Pacific Clinics agrees to serve all clients without regard to color, creed, religion, ethnicity, sex, sexual orientation, nationality, and/or physical or mental disability. Further, Pacific Clinics specifically agrees to adhere to CA Code of Regulations, Title IX and LADMH contractual requirements for service delivery.

#### **V. CONFLICT OF INTEREST**

Pacific Clinics and District acknowledge that no prior or existing relationship exists nor any sanctions with Federal, State and County agencies that would prevent Pacific Clinics and District from entering into and fulfilling all obligations under this agreement.

#### **VI. CONFIDENTIALITY**

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

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of District;
  - (b) Is obtained by a third party who had the legal right to disclose Confidential Information to District;
  - (c) Is already in the possession of District as evidenced by written documentation that predates District's receipt of Confidential Information; or
  - (d) Is required by law, rule or regulation.
- (e) District will also sign a Business Associate Agreement with Pacific Clinics (see **Appendix A**).

#### **VII. LIMITATION OF LIABILITY**

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

#### **VIII. INDEMNIFICATION AND INSURANCE:**

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

**IX. TERMINATION**

This Agreement may be terminated without cause by either party upon thirty (30) days written notice and delivered by certified mail to the address below or as otherwise informed; or provided in person.

**X. AMENDMENT**

This Agreement may be amended in writing and shall be signed by the parties.

**XI. AGREEMENT**

This Agreement contains the entire understanding of the parties and shall supersede any previous written or verbal communication regarding the Services.

**XII. COUNTERPARTS**

This Agreement may be executed in identical counterparts; when taken together shall constitute the entire Agreement and shall have binding affect once all parties have executed one of the identical counterparts

**XIII. GOVERNING LAW**

This Agreement shall be governed by the law of the State of California.

**XIV. OTHER**

All Exhibits are attached hereto and incorporated into this Agreement by reference.

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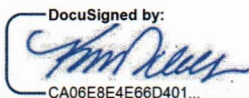


## EFFECTIVE DATE OF AGREEMENT

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

### PACIFIC CLINICS

800 S. Santa Anita Avenue  
Arcadia, CA 91006  
Tel: (626) 254-5000

DocuSigned by:  
  
CA06E8E4E66D401...

3/21/2023

**Executive Management Signature**

DATE

(CEO & President, Chief Legal Officer, Chief Financial  
Officer, VP Clinical Operations, VP Clinical Administration)

### MONROVIA UNIFIED SCHOOL DISTRICT

325 East Huntington Drive  
Monrovia, CA 91016  
[Tel:] (626) 471-2034



Ryan Smith (May 11, 2023 12:52 PDT)

**Dr. Ryan D. Smith**  
Superintendent

May 10, 2023

DATE

## APPENDIX A

### BUSINESS ASSOCIATE AGREEMENT

WHEREAS, **Pacific Clinics, "Covered Entity"**, headquartered at 800 S. Santa Anita Avenue, Arcadia, California 91006, is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to Monrovia Unified School District "Business Associate" pursuant to the terms of the Contract for Services defined below and this Agreement ("Business Associate Agreement" or "BAA") and this Agreement is made a part of the Contract for Services or Independent Contractor Agreement, as appropriate; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Memorandum of Understanding that is effective July 1, 2023 "Contract for Services" in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and any current and future regulations and amendments promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable law; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in this provision of the Agreement have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, 42 USC §§ 1320d et seq. ("HIPAA") and the implementing regulations and with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), HIPAA Privacy and Security Breach Notification and Enforcement Rules, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

- A. Agent** is defined as "one who represents and acts for another under the contract or relation of agency (Reference source: Black's Law Dictionary)".
- B. Breach**, as defined under HITECH, shall mean any reported, suspected, actual or alleged acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws that compromises the security or privacy of the protected health information (45 C.F.R. Section 164.402 2013)
- C. Breach Notification** as amended by HITECH, the CE shall, following the discovery of a breach of unsecured protected health information, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used or disclosed as a result of such breach (45 C.F.R. Section 164.404 2013).
- D. Business Associate or "BA"** shall mean a person, independent contractor, subcontractor, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, storage or disclosure of PHI for, or on behalf of, a HIPAA covered health care component, but not limited to, 45 C.F.R. Section 160.103 Examples of business associate functions are activities such as providing clinical services per contract, translation or interpretation services, claims



processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and re-pricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

- E. **Customer** is defined as individual(s) receiving services from Covered Entity (CE) and/or associated Business Associate, agent, and/or subcontractor.
- F. **Covered Entity or "CE"** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- G. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- H. **Electronic Protected Health Information or "EPHI"** means Protected Health Information that is maintained in or transmitted by electronic media.
- I. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- J. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- K. **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules as outlined in 45 C.F.R. Parts 160 and 164.
- L. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- M. **Protected Health Information or "PHI"** means any customer health information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]. As amended by HITECH, PHI is defined as individually identifiable health information: (1) except as provided in paragraph (2) of this definition, that is: (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. (2) Protected health information excludes individually identifiable health information: (i) in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) in records described at 20 U.S.C. 1232g(a)(4)(B)(iv); (iii) in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years (45 C.F.R. Section 160.103 2013).
- N. **Protected Information** shall mean PHI provided by CE to Business Associate or created or received by Business Associate on CE's behalf.
- O. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- P. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).



## II. Business Associate Obligations and Activities

- A. Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract for Services and as permitted under the Contract for Services and any addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- B. Permitted Disclosures.** A Business Associate or its agents or subcontractors shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that BA may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and Addendum, if any; (ii) as required by law, and, with prior written approval of CE which may be granted or withheld at CE's sole discretion either (iii) for the proper management and administration of Business Associate as reasonably determined by BA in good faith or (iv) for Data Aggregation purposes for the Health Care Operations of CE. To the extent that BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Any access, use or disclosure of PHI for non- Treatment, Payment or Operations reasons must be pursuant to a signed customer (or their representative) written authorization [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- C. Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract for Services. BA shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities and implement reasonable and appropriate policies and procedures in order to comply with standards, implementation specifications, and other requirements of the Privacy Rule. BA shall maintain a written (which may be electronic) record of any action, activity, or assessment under such policies and procedures. BA shall change and amend its policies and procedures as necessary and appropriate to comply with changes in state and federal law, and shall promptly document and implement the revised policy or procedure. BA shall implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information that it creates, receives, maintains, or transmits on behalf of CE, and, in accordance with 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- D. Notification of Breach, Mitigation and Report of Inappropriate Use or Disclosure.** BA agrees to notify the designated Privacy Official of the CE of any use or disclosure of PHI by BA not permitted by this Agreement, any Security Incident (as defined in section H.4. below) of which it becomes aware, involving electronic PHI, and any breach of unsecured Protected Health Information within three (3) calendar days.
- a. BA shall provide the following information to CE within three (3) calendar days of discovery of a breach except when despite all reasonable efforts by BA to obtain the information required, circumstances beyond the control of the BA necessitate additional time. Under such circumstances, BA shall provide to CE the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a breach: **(a)** the date of the breach; **(b)** the date of the discovery of the breach; **(c)** a description of the types of unsecured PHI that were involved; **(d)** identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or



disclosed; and **(e)** any other details necessary to complete an assessment of the risk of harm to the individual.

- b. CE will be responsible to provide notification to individuals whose unsecured PHI has been disclosed, as well as the Secretary and the media, as required by Sec. 13402 of the HITECH Act, 42 U.S.C.A. § 17932;
- c. BA agrees to pay actual costs for notification and of any associated mitigation incurred by CE, such as credit monitoring, if Covered Entity determines that the breach is significant enough to warrant such measures.
- d. BA agrees to establish procedures to investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by CE.
- e. The parties agree that this section satisfies any notices necessary by BA to CE of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to CE shall be required. For purposes of this Agreement, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on BA's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

**E. Business Associate List of Contacts.** BA shall provide to CE the appropriate BA contact information which shall include, at a minimum, the following information: BA or its agents or subcontractors name, type of service(s) provided, first point of contact (title, full name, phone, fax, email, complete address), second point of contact (title, full name, phone, fax, email, complete address) and website URL. As the contact names are changed internally within the BA and its agents or subcontractors, the BA shall provide to CE the updated contact names and associated information in a timely manner and at the time of BA contract renewal (see 45 C.F.R Sections 160.308 and 160.310).

**F. Business Associate, Agents, and Subcontractors** shall in accordance with 45 C.F.R. Sections 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in writing to create, receive, maintain, or transmit protected information on behalf of the BA in compliance with the same restrictions, conditions, and requirements that apply to the BA with respect to such information. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)].

**G. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) business days of a request by CE to enable CE to satisfy covered entity's obligations under 45 C.F.R. Section 164.524. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**H. Electronic PHI.** If BA receives, creates, transmits or maintains EPHI on behalf of CE, BA will, in addition, do the following:

- a. Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of CE.
- b. Document and keep these security measures current and available for inspection by CE.
- c. Ensure that any agent, including a subcontractor, to whom the BA provides EPHI, agrees to implement reasonable and appropriate safeguards to protect it.
- d. Report to the CE any Security Incident or suspected security incident of which it becomes aware. For the purposes of this Agreement, Security Incident means, as set forth in 45 C.F.R Section 164.304, "the attempted or successful unauthorized access, use, disclosure,



modification, or destruction of information or interference with system operations in an information system."

- I. **Amendments to Protected Information.** Within five (5) business days of receipt of a request from Covered Entity, for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations pursuant to 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify Privacy Officer of Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE.
- J. **Accounting of Disclosures.** Within five (5) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. In addition, the BA and its agents or subcontractors maintain and make available the information required to provide an accounting of disclosures to either "covered entity" or "individual." At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, address of the entity or person; (iii) a brief description of Protected Information disclosed; and a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within three (3) business days of a request forward it to the Privacy Officer of the CE in writing. It shall be the CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Agreement.
- K. **Governmental Access to Records.** BA and its agents or subcontractors shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- L. **Minimum Necessary.** BA or its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure; 45 C.F.R. Section 164.514(d)(3). BA or its agents or subcontractors understand and agree that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" and shall, to the extent practicable, access, use, and request only Protected Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless BA requires certain direct identifiers in order to accomplish the intended purpose. The information that constitutes the "minimum necessary" shall be determined by the CE based on the minimum amount needed to accomplish its intended purposes.
- M. **Data Ownership.** The Business Associate not its agents or subcontractors shall hold any data ownership rights with respect to the Protected Information.
- N. **Retention of Protected Information.** Throughout the term of the Agreement, BA and its agents or subcontractors shall retain all protected information and shall continue to maintain the information and documentation thereof for a period of six (6) years from the later of (i) the date of its creation or (ii) termination of the Agreement. BA shall review documentation periodically, and update as needed, in response to environmental and operational changes affecting the security of Protected Information (45 C.F.R. Sections 164.530(j)(2) and 164.526(d)).



**O. Audits, Inspection and Enforcement.** Within five (5) business days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) the confidentiality of all sensitive proprietary information of BA to which CE accessed during the course of such inspection shall be protected by the CE; and (iii) if requested by the BA, a mutually agreed upon nondisclosure agreement shall be executed between CE and BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement.

The CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract for Services or any addendum.

BA shall notify CE within five (5) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

**P. Privacy, Security, and Breach Notification Compliance Plan.** During the term of this Agreement, Business Associate shall notify CE within three (3) calendar days of any suspected, actual, or Unauthorized Access to, Security Incident or other Breach of security or privacy, privacy event, improper or unauthorized use, intrusion and/or any actual or suspected use or disclosure of protected information in violation of this Agreement or any applicable federal or state laws, rules or regulations. Furthermore, the BA agrees to implement a necessary and appropriate comprehensive compliance plan and training program for the members of its workforce, agents, and subcontractors outlining the Privacy, Security, and Breach Notification Rules required to perform their workforce responsibilities.

**Q. Restrictions on certain disclosures of Protected Information.** Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Information to which CE has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which BA has been notified by CE. In addition, and notwithstanding the provisions of Section 164.522, BA agrees to comply with an individual's request to restrict disclosure of Protected Information to a health plan for purposes of carrying out payment or health care operations if the PHI pertains solely to a health care item or service for which CE has been paid in full by the individual or the individual's representative and to which CE has notified the BA of in writing. However, this restriction shall not affect payment by CE to BA for services provided pursuant to the Contract for Services.

**R. Remuneration for PHI.** Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is (i) for public health activities as described in Section 164.512(b) of the Privacy and Security Rules; (ii) for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose; (iii) for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Information; (iv) for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity; (v) for an activity that BA undertakes on behalf of and at the specific request of the CE; (vi) to provide an individual with a copy of the individual's Protected Information pursuant to Section 164.524 of the Privacy and Security Rules; or (vii) other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate.

**S. Remuneration for written communication.** Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless: (i) such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the



Secretary); or (ii) the communication is made on behalf of the CE and is consistent with the terms of this Agreement (iii) on and after February 17, 2010, BA agrees that if it uses or discloses individuals' Protected Information for marketing purposes, it will obtain such individual's authorization before making any such use or disclosure.

- T. Secured vs. Unsecured PHI.** For all Protected Information accessed, used, or disclosed by the BA efforts shall be made, as feasible, to create, manage, disclose and destroy all PHI which is controlled by the BA in ways that meet the criteria established in C.F.R. Parts 160 and 164 Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements Under Section 13402 of Title XIII (Health Information Technology for Economic and Clinical Health Act) of the American Recovery and Reinvestment Act of 2009 thereby yielding 'secured' as opposed to 'unsecured' PHI which takes advantage of the safe harbor established that reduces the requirements for privacy Breach Notification. Faxes and paper copies of PHI are discouraged for all access, use and disclosure in favor of secured, according to the above definition, electronic access, use and disclosure.

### III. Obligations of Covered Entity.

- A. It shall not be permissible for a covered entity to ask a Business Associate, agent, or subcontractor to utilize or disclose protected information in any manner that would not be allowable under Subpart E of 45 C.F.R. Part 164 if done by covered entity except if the BA, its agent or subcontractors use or disclose protected information for Data Aggregation or management and administration and legal responsibilities of the BA per terms of the Contract for Services.
- B. CE shall notify BA as follows: (i) of any changes in or revocation of permission by individuals to Use or Disclose their PHI, if such changes affect BA's permitted or required Uses or Disclosures; (ii) of any restriction to the Use or Disclosure of PHI that CE has agreed to under 45 C.F.R. Section 164.522; (iii) of any amendment to the PHI that CE has agreed to.

### IV. Business Associate Agreement Term and Termination

- A. **Term.** The Term of this Agreement shall be effective as of the executed signature date below, and shall terminate on the same date the Contract for Services terminates or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- B. **Termination for Cause.** Business Associate authorizes termination of this Agreement by covered entity, if CE determines BA, its agents, or subcontractors have violated a material term of the Agreement.
- C. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract for Services and shall provide grounds for immediate termination of the Contract for Services, any provision in the Contract for Services to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- D. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Contract for Services, effective immediately, if (i) BA, its agent or subcontractor is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA, its agent or subcontractor has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- E. **Obligations of Business Associate upon Termination.** Upon termination of the Contract for Services for any reason, BA shall, at the option of CE, return, destroy, or transmit to another Business Associate all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA



shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. BA, its agent or subcontractor are to continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected information to prevent use or disclosure of the protected information, other than as provided for in this Section, for as long as BA, its agent or subcontractor retains the protected information. Business Associate is responsible to ensure the appropriate return, destruction, or transmission of PHI created, received, or maintained by its agents and subcontractors. If Covered Entity elects destruction of the PHI, BA shall certify in writing to Covered Entity that such PHI has been destroyed.

#### IV. General Provisions

- A. Indemnification.** Business Associate and its agents or subcontractors shall indemnify, defend and hold CE and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") harmless against any and all claims, liability, attorney's fees and costs by the Indemnified Party arising out of or in connection with injuries or damages caused by Business Associate and its agents or subcontractors as a result of BA's, its agent's or subcontractor's actions, conduct, behavior, malfeasance or negligence which result in BA's failure to perform its duties and obligations under this Agreement. Accordingly, on demand, BA and its agent or subcontractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the BA's acts or omissions hereunder. BA's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- B. Disclaimer.** Covered Entity makes no warranty or representation that compliance by BA and its agents or subcontractors with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.
- C. Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that an amendment to the Contract for Services may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from BA that BA, its agent or subcontractor will adequately safeguard all Protected Information.

Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Contract for Services upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract for Services or any addendum when requested by Covered Entity pursuant to this Section or (ii) BA does not enter into an amendment to the Contract for Services or any addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the Privacy Rule, and other applicable laws.

- D. Assistance in Litigation of Administrative Proceedings.** BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract for Services or any addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security



Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

- E. No Third-Party Beneficiaries.** Nothing express or implied in the Contract for Services or any addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- F. Interpretation.** The provisions of this Agreement shall prevail over any provisions in the Contract for Services that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract for Services shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA Rules.
- G. Survivorship.** The respective rights and responsibilities of BA related to the handling of PHI survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

**MONROVIA UNIFIED SCHOOL DISTRICT**


Signature:   
Ryan Smith (May 11, 2023 12:52 PDT)

Date May 10, 2023

Print Name: Dr. Ryan D. Smith

Title: Superintendent

**PACIFIC CLINICS**

Authorized Signer:   
CA06E8E4E66D401...

Date 3/21/2023

Print Name: Kim M. Wells

Title: Chief Legal Officer

**Certificate Of Completion**

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Status: Completed

Subject: Complete with DocuSign: Monrovia Unified School District\_MOU School Linked\_2023\_with BAA.pdf

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Document Pages: 14

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Araceli Flores

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800 S SANTA ANITA AVE

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Arcadia, CA 91006

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araceli.flores@pacificclinics.org

IP Address: 47.6.76.253

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Holder: Araceli Flores

Location: DocuSign

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araceli.flores@pacificclinics.org

**Signer Events****Signature****Timestamp**

Kim M. Wells

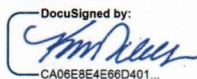
Contracts@pacificclinics.org

Chief Legal Officer

PACIFIC CLINICS

Security Level: Email, Account Authentication  
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Signature Adoption: Uploaded Signature Image

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**Electronic Record and Signature Disclosure:**

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Security Checked

3/21/2023 4:29:46 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Pacific Clinics (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Pacific Clinics:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [gnguyen@pacificclinics.org](mailto:gnguyen@pacificclinics.org)

### **To advise Pacific Clinics of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [gnguyen@pacificclinics.org](mailto:gnguyen@pacificclinics.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Pacific Clinics**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [gnguyen@pacificclinics.org](mailto:gnguyen@pacificclinics.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Pacific Clinics**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [gnguyen@pacificclinics.org](mailto:gnguyen@pacificclinics.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pacific Clinics as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pacific Clinics during the course of your relationship with Pacific Clinics.

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### **3. 22/23-1114 - RENEWAL OF SERVICE AGREEMENT BETWEEN CARE SOLACE, INC., AND MONROVIA UNIFIED SCHOOL DISTRICT**

## **RECOMMENDATION**

The Board of Education is requested to approve the renewal of a Service Agreement with Care Solace, Inc., for a district license to access an online platform at caresolace.com, effective July 1, 2023, through June 30, 2024.

## **Rationale:**

Care Solace provides a collection of tools and services to manage and operate a version of Care Solace that is branded with Monrovia Unified School District's (MUSD) name and provides information related to treatment options for various forms of mental health. This online platform increases awareness and access to mental health agencies for families, teachers, and administrators that have been vetted through industry-approved regulatory processes. Further, the agreement with Care Solace will provide non-personally identifiable information that will allow for data-driven decision making in the monitoring of our mental health services.

## **Background:**

Care Solace facilitates community access to local mental health services while also ensuring that each provider has met minimum service requirements, has maintained their licensure status with the applicable state licensing authority, and that service providers have met accreditation criteria for the Joint Commission Accreditation Health Care Certification, Commission on Accreditation of Rehabilitation Facilities, or similar accreditation organization standards. This renewal represents the sixth year of MUSD's partnership with Care Solace.

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

The annual cost for the online platform is \$13,510 and will be paid from Local Control and Accountability Plan (LCAP) funds.

## **Legal References:**

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

## **Additional Information:**

A copy of the Renewal of Service Agreement is attached.

## **ATTACHMENTS**

- [Care Solace - Monrovia Unified School District - Renewal - 20230510.pdf](#)





## **RENEWAL OF SERVICE AGREEMENT**

This Renewal of Service Agreement (the “**Renewal**”) is effective as of the date of the last signature between Monrovia Unified School District a CA public school district (hereinafter “**School District**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

### **RECITALS**

**WHEREAS**, School District and Care Solace have entered into a Service Agreement dated July 1, 2021, with a term from July 1, 2021, through June 30, 2022 (the “**Service Agreement**”); and

**WHEREAS**, the Parties agree that they wish to renew the Service Agreement pursuant to Paragraph 10 of the Service Agreement for a term of one year, beginning on July 1, 2023 and continuing through June 30, 2024 (the “**Renewal Term**”); and

**WHEREAS**, the Parties agree that it is their mutual intention by execution of this Renewal that the Service Agreement and any addenda thereto shall be renewed in full for the Renewal Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda, as modified by this Renewal, shall be binding upon the Parties.

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in the Service Agreement and any addenda thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **A. Modification of Service Agreement Terms**

The Parties hereby agree that the below referenced Service Agreement sections shall be replaced with the corresponding language listed herein:

1. Section 11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1 The Renewal Term of this Agreement will begin on July 1, 2023, and continue through June 30, 2024. This Agreement will terminate automatically unless the Parties agree, in writing, to additional and optional one-year terms (hereinafter, “**Additional Renewal Term**”) before July 1st of each year following the Initial Term (hereinafter the “**Renewal Date**”).

11.2 For the Renewal Term, School District will pay \$13,750 to Care Solace (based on enrollment of 5,500) upon execution of this Agreement.

#### **B. Incorporation of Service Agreement Terms and Conditions**

1. Other than the Modifications set forth in Section A above, the Service Agreement and any addenda thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the Renewal Term.

**SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK**

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first set forth above.

**Care Solace, Inc. ("Care Solace")**

Printed Full Name: Peter Biberstein

Title: General Counsel & VP of Business Affairs; Admitted in CO, DC, MD & VA

Signature: \_\_\_\_\_

**Monrovia Unified School District ("School District")**

Printed Full Name: Dr. Ryan D. Smith

Title: Superintendent

Signature: *Ryan Smith*  
Ryan Smith (May 11, 2023 12:52 PDT)



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### **4. 22/23-1115 - MEMORANDUM OF UNDERSTANDING BETWEEN FIVE ACRES - THE BOYS' AND GIRLS' AID SOCIETY OF LOS ANGELES COUNTY AND MONROVIA UNIFIED SCHOOL DISTRICT**

## RECOMMENDATION

The Board of Education is requested to approve a renewal Memorandum of Understanding with Five Acres - The Boys' and Girls' Aid Society of Los Angeles County (Five Acres) to provide counseling services to identified students in the Monrovia Unified School District from July 1, 2023, through June 30, 2024.

## Rationale:

Five Acres has partnered with Monrovia Unified School District (MUSD) for 12 years to provide individual, group, and family counseling services for eligible families. Counseling services are conducted at school sites and in the student's residence when appropriate. Identified students who receive these services typically participate in the foster care program, are Medi-Cal recipients, or are uninsured. The agency provides MUSD with a minimum of four full-time counselors or social workers who are licensed or in a certified training program. Other counseling services include parenting groups, youth social skills and anger management groups, family outreach, and therapeutic behavior support.

## Background:

## Budget Implication (\$ Amount):

Five Acres receives funds from Medi-Cal to cover the cost of treatment. There is no cost to MUSD.

## Legal References:

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

## Additional Information:

A copy of the Memorandum of Understanding is attached.

## ATTACHMENTS

- [Five Acres MOU - 20230510.pdf](#)



**Memorandum of Understanding between  
Five Acres- The Boys' & Girls' Aid Society of Los Angeles  
County ("Five Acres") and Monrovia Unified School District  
("the District")**

**I. MISSION**

**FIVE ACRES- THE BOYS' & GIRLS' AID SOCIETY OF LOS ANGELES COUNTY**

*Founded in 1888 as one of Los Angeles County's first orphanages, **Five Acres** today is a leading social service agency providing innovative and effective programs and services for children and families in crisis. **Five Acres'** Mission is to promote safety, well-being and permanency for children and their families by building on their strengths and empowering them within communities.*

**MONROVIA UNIFIED SCHOOL DISTRICT**

*The Monrovia Unified School District is committed to provide powerful and productive learning experiences for all students. In order to do so, the educational environments of our schools must be structured to encourage thoughtful inquiry, stimulate excitement about learning, foster innovation, and ensure the highest quality academic performance. Students and staff are encouraged to cooperate in creating opportunities to develop students' unique potential, individual talents, dignity, and self-esteem.*

*The educational program also needs to be comprehensive and flexible to meet the changing needs of students in a dynamic and democratic society, in order to prepare Monrovia students with the knowledge, abilities, and values needed to function effectively in an increasingly complex global community. The aim is to have our graduates leave our schools prepared to enter adult society with the skills and means to enrich their lives and the lives of others.*



# **Memorandum of Understanding between Five Acres- The Boys' & Girls' Aid Society of Los Angeles County ("Five Acres") and Monrovia Unified School District ("the District")**

*To accomplish the highest levels of student success, the district pledges to work collaboratively with site staffs to increase student performance. The district administration will function as a service center for the sites, providing support, resources and expertise to support improvement activities. District procedures, regulation, and policies that hinder the successful completion of activities which demonstrably improve student performance will be reviewed and revised as appropriate.*

## **II. PURPOSE**

To provide mental health treatment services to **the District**.

## **III. ROLES AND RESPONSIBILITIES**

### **Five Acres agrees to provide:**

- School-Based and Community-Based Mental Health Services for identified students including, but not limited to, psychological testing, psychotherapy/counseling, rehabilitation services, medication, case management, and other appropriate services.
- Administrative oversight and coordination of Counseling Services, including all activities related to hiring, training, supervision of therapists (as required by various California licensing boards.)

### **The District agrees to provide:**

- Referrals of eligible students (at least 5-6 referrals per month, as students who could benefit from mental health services are identified.) This referral process will be coordinated between the participating school district and **Five Acres**.
- Designated staff will inform/alert families of the referral process and maintain communication during linkage.
- Additional communication may include coordination and collaboration of services in alliance with therapeutic goals/objectives and reinforcement of interventions, as appropriate, while student is on campus/in the classroom.

## **IV. DOCUMENTATION**

**Five Acres** utilizes an electronic health record to maintain accurate and current records of client care. Client services are documented according to rules and regulations outlined in the Short-Doyle/Medi-Cal Billing Manual.



**Memorandum of Understanding between Five Acres- The Boys' & Girls' Aid Society of Los Angeles County ("Five Acres") and Monrovia Unified School District ("the District")**

**V. PAYMENT**

All services rendered will be reimbursed to eligible students according to Short-Doyle/Medi-Cal Billing standards, at no cost to **the District**. **Five Acres** will assist families with private insurance in accessing mental health services, as needed, and based on agency's capacity to do so.

**VI. CONFIDENTIALITY**

In accordance with the Health Insurance Portability and Accountability Act ("HIPPA") of 1996, all Client/Patient information and other proprietary information (collectively, "Information"), which are valuable, special, and unique assets of **Five Acres**, may not be used at any time or in any manner, either directly or indirectly, by **the District** for its own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior consent of **Five Acres**.

The Parties acknowledge the protections afforded to student health information and other records under HIPPA and its implementing regulations, the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations, the United States Constitution, and related California constitutional provisions, laws, and regulations. The Parties will ensure that all activities undertaken pursuant to this Agreement will conform to the requirements of the constitutional, statutory, and regulatory requirements. A violation of this paragraph shall be a material violation of this agreement.

**VII. HOLD HARMLESS AND INDEMNITY**

Parties shall each defend, hold harmless and indemnify each other, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of us, extra expense, cost of facilities, death, sickness, or injury to any person{s} or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, independent contractors, subcontractors, consultants, or other representatives. This



**Memorandum of Understanding between Five Acres- The Boys' & Girls' Aid Society of Los Angeles County ("Five Acres") and Monrovia Unified School District ("the District")**

indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that Parties may have under law and/or this Agreement.

**Five Acres** shall assume sole responsibility for any liability resulting from the negligent action of any Associate therapist performing services pursuant to this Agreement. **Five Acres** shall secure liability insurance in amounts not less than \$1,000,000 per claim and \$3,000,000 for annual aggregate. **The District** shall be listed as an "additional insured."

**VIII. INTEGRATION**

This Agreement represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by Parties hereto. This is an integrated Agreement.

**IX. DISPUTE RESOLUTION**

For disputes between the Parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process. Except as provided in the terms of understanding, the parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. The cost of internal dispute resolution, whether formal or informal, shall be shared equally by the Parties. Except as provided herein, each Party shall bear its own attorney's fees. The Parties agree all statements made in connection with internal dispute resolution efforts shall not be considered admissions or statements against interest by either Party. The Parties further agree that they will not attempt to introduce such statements at any later trial proceeding, or mediation between the Parties.

**X. TERMS OF UNDERSTANDING**

The terms of this MOU are effective from July 1, 2023 through the end of June 30, 2024, and may be extended upon written mutual agreement.

**Memorandum of Understanding between Five Acres- The Boys' & Girls' Aid Society of Los Angeles County ("Five Acres") and Monrovia Unified School District ("the District")**

This MOU may be amended only by written agreement signed by each of the parties involved. Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

[SIGNATURE PAGE FOLLOWS]



**Memorandum of Understanding between Five Acres- The Boys' & Girls' Aid Society of Los Angeles County ("Five Acres") and Monrovia Unified School District ("the District")**

**IN WITNESS WHEREOF, this MEMORANDUM OF UNDERSTANDING has been executed by the parties hereto as of the date set forth above.**

**FIVE ACRES- THE BOYS AND GIRLS' AID SOCIETY OF LOS ANGELES COUNTY**



**Chanel W. Boutakidis, MA, LMFT  
Chief Executive Officer**

04/13/2023

**Date**

**MONROVIA UNIFIED SCHOOL DISTRICT**

Dr. Ryan D. Smith, Superintendent

**Print Name and Title  
of Authorized Individual**

  
Ryan Smith (May 11, 2023 12:52 PDT)

**Signature of Authorized Individual**

05/10/2023

**Date**

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 5. 22/23-1116 - AGREEMENT WITH UNIVERSITY OF WASHINGTON CENTER FOR EDUCATIONAL LEADERSHIP

#### RECOMMENDATION

The Board of Education is requested to approve a renewal agreement between the University of Washington Center for Educational Leadership (CEL) and Monrovia Unified School District to further develop equity-centered, learning-focused leaders for the 2023-24 school year.

#### Rationale:

The agreement provides for the continuation of the work started by CEL in developing knowledge, skills, and mindsets to lead of school leaders that will foster collective efficacy and create an empowered culture of problem-solving among teachers. CEL's theory of action is that student social, emotional, and academic learning will improve with improvement in the quality of teaching through the understanding of what constitutes high-quality instruction and learning environments. Leaders are essential in improving instructional practice, learning environments, and students learning. CEL will assist Monrovia Unified School District leaders in understanding the characteristics of effective teacher learning, develop with teachers a vision for student learning, develop a clear vision for teacher professional learning, and create a year-long scope and sequence for professional learning that leaders can use to launch into the next school year. CEL will provide 16.5 days of professional development through learning sessions, learning labs, and coaching.

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

The cost of the teacher professional learning and coaching is \$70,325 and will be paid from Local Control and Accountability Plan (LCAP) funds.

#### Legal References:

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

#### Additional Information:

A copy of the proposal is attached.

## ATTACHMENTS

- [Center for Educational Leadership - Rev - 20230510.pdf](#)



## AGREEMENT TO PROVIDE SERVICES

On this 2<sup>nd</sup> day of May 2023, the Center for Educational Leadership (CONSULTANT) and Monrovia Unified School District (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) see attached scope of services.
2. Consideration and Conditions of Payment:
  - a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT Seventy thousand three hundred twenty-five dollars (\$70,325).
  - b. Payments shall be made by the DISTRICT within 30 days of date of invoice upon presentation of an invoice by the CONSULTANT.
  - c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
  - d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective July 1, 2023, and shall terminate on June 30, 2024.
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
  - a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
  - b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
  - c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by Mindy Dotson  
DN: cn=Mindy Dotson, o=Center for Educational Leadership, ou,  
email=mjdotson@uw.edu, c=US  
Date: 2023.05.02 16:37:31 -07'00'

\_\_\_\_\_  
Consultant Signature                      Date

\_\_\_\_\_  
Center for Educational Leadership  
Consultant Name (Please print)

Center for Educational Leadership  
Campus Box 358731  
Seattle, WA 98195  
206-221-6881

91-6001537  
Federal Tax ID Number

Ryan Smith  
Ryan Smith (May 11, 2023 12:52 PDT)

\_\_\_\_\_  
Superintendent/Administrator Signature                      Date

Dr. Ryan D. Smith  
\_\_\_\_\_  
Superintendent/Administrator Name (Please print)

05/10/2023

### Please note

In order to be given priority for scheduling and staffing:

- Contracts should be returned within 30 days
- Dates for work should be scheduled within three weeks from contract execution and return





CENTER *for* EDUCATIONAL LEADERSHIP

UNIVERSITY OF WASHINGTON • COLLEGE OF EDUCATION

# Monrovia Unified School District - Leading for Teacher Professional Learning

**Ryan Smith**

rsmith@monroviaschools.net

Proposal created: March 6, 2023

For services effective: July 1, 2023

Proposal shared by: Jennifer McDermott

jennmcd@uw.edu



## Overview

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Monrovia Unified School District's goals, CEL proposes to support Monrovia in the 2023-24 school year to further develop equity-centered, learning-focused leaders who make students happy, proud and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our research-based professional learning for Leading for Teacher Professional Learning, school leaders and teacher leaders from across your system will develop knowledge, skills and mindsets to lead for collective efficacy and create an empowered culture of problem-solving among teachers.

This professional learning follows from CEL's theory of action that student social, emotional and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments and student learning.

### **Partnership outcomes**

*Participants will:*

- Understand the characteristics of effective teacher learning that builds teacher collective efficacy and results in changes for students
- Co-develop with teachers, communicate and leverage a vision for student learning to drive the teacher learning focus
- Develop shared ownership of and transparency in teacher professional learning focused on a clear vision for student learning
- Understand and create initial conditions for professional learning with a clear vision for the ideal state of teacher and student learning
- Create a year-long scope and sequence for professional learning for their school to launch into the next school year

We outline our fees and approach below.

## Budget Proposal

Professional Learning	Description	Days (or quantity)	Total
Leading for Teacher Learning	Whole group and embedded learning sessions	13	\$57,200.00
Leading for Teacher Learning	School leader coaching	1	\$3,750.00
Central Office Coaching	Half-day blocks for coaching and support	5	\$9,375.00
Total			\$70,325.00



## Description

### Activity: Leader Learning Sessions

5 days: *5 days with 1 CEL facilitator*

Sessions 1 and 2 include:

- Connecting learning to previous professional learning with CEL
- Building a shared vision for the ideal state of teacher learning
- Taking stock of existing professional development structures
- Planning for and analyzing data on the current state of teacher learning in the school

Remaining sessions include:

- Building a vision for student learning
- Developing a culture of collective efficacy
- Designing systems and routines for teacher to problem-solve and get better together
- Developing a coherent plan for future teacher learning

### Activity: Learning Labs

8 days: *4 days per cohort for 2 cohorts with 1 CEL facilitator*

Learning labs are tailored to the needs of participating schools and could include:

- Learning walks focused on vision for student learning
- Observations of professional learning or professional learning communities
- Interviewing teachers or students about the current state of student and teacher learning
- Planning for and practicing feedback to teachers
- Planning for teacher professional learning opportunities

### Activity: School Leader Coaching

1 day: *8 hours with 1 CEL facilitator*

Each Learning Lab cohort member will receive one hour of virtual coaching in advance of their hosted Learning Lab.

### Activity: Central Office Coaching Sessions

2.5 Days: *20 hours with 1 CEL facilitator*

Central Office Coaching Sessions support system leaders to develop school leaders' skills in leading for improvement of teacher learning on behalf of students.

### Notes

- Unless otherwise specified, the cost of this proposal is based on in-person rates; invoices will be adjusted to reflect virtual rates for any work that happens virtually
- Fees for Central Office Coaching and PLCs, when part of professional learning, will be included on initial invoice
- For additional information regarding contracts and invoices, please contact Mindy Dotson at [mjdotson@uw.edu](mailto:mjdotson@uw.edu)

**Learn more about the Center for Educational Leadership**

[www.k-12leadership.org](http://www.k-12leadership.org)



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 6. 22/23-1117 - CAPTURING KIDS' HEARTS SERVICE AGREEMENT

#### RECOMMENDATION

The Board of Education is requested to approve a renewal agreement with Capturing Kids' Hearts for professional development for district staff.

#### 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 district departments. Part 1 will be available for certificated and classified employees who were unable to participate in the January 2023 training.

#### Background:

Monrovia Unified School District (MUSD) has partnered with Capturing Kids' Hearts for professional development offerings between August 2022 and January 2023. MUSD would like to continue the training and the implementation plan so that all schools are trained with Capturing Kids' Hearts. A two-day training for a cohort of 50 participants will be scheduled for August 9-10, 2023.

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

The total cost of the training sessions is \$27,500. Additional costs will be incurred for travel expenses incurred by the consultant from Capturing Kids' Hearts of approximately \$1,250. The costs will be paid using Local Control and Accountability Plan (LCAP) funds.

#### Legal References:

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

#### Additional Information:

A copy of the service agreement is attached.

## ATTACHMENTS

- [CKH - Service Agreement - 20230510.pdf](#)



# Capturing Kids' Hearts®

Powered by Flippen Group



**CAPTURING KIDS' HEARTS**



**SERVICE AGREEMENT**

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

**Created by:**

Angie Shoffner  
Capturing Kids' Hearts

**Prepared for:**

Kimberly Cabrera  
Monrovia Unified School District

Date: 03 / 17 / 2023



# SERVICE AGREEMENT



Monrovia Unified School District ("Client" or "you")  
325 East Huntington Drive  
Monrovia, California 91016

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

## Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

# SERVICE AGREEMENT



## Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Solutions Subtotal
<b>Capturing Kids' Hearts® 1 Training</b> Two consecutive-day training sessions for up to 50 participants Includes: <ul style="list-style-type: none"><li>• Access to the course training manual</li><li>• Limited collection of foundational videos and resources on CKH.org</li></ul>	August 9-10, 2023	1	\$27,500.00	\$27,500.00

**Grand Total      \$27,500.00**





## **ADDITIONAL CHARGES (where applicable):**

### **TRAVEL EXPENSES:**

Travel expenses for each training event or other service provided by CKH under this Agreement will be itemized on invoices and are in addition to the total amounts itemized under this Agreement. Unless otherwise agreed in advance, such travel expenses inside the Continental United States will be billed at the rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events, and \$2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

### **FACILITY EXPENSES:**

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

### **ADDITIONAL PARTICIPANT FEES (to the extent applicable):**

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.

## **Section 3: Investment**

### **AGREEMENT:**

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 14 calendar days following 03 / 17 / 2023. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, March 31, 2023.

### **PAYMENT TERMS:**

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or June 1, 2023 for the 2023-2024 school year (whichever occurs later) through May 31, 2024. Unless terminated in writing, subscription service(s) will automatically renew on June 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

### **SURCHARGES & TAXES:**

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.





## Section 4: Policies

### **SCHEDULING:**

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

### **FACILITIES/EVENT SET-UP:**

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

### **RECORDING/MEDIA:**

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

### **DEPOSITS and CANCELLATIONS:**

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Travel expenses that CKH has incurred and that must be cancelled because of the Client rescheduling or cancelling a product(s) or service(s) without at least two weeks' advance notice may result in extra charges to the Client.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, 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-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.

### **RESOURCES:**





During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH ("**Websites**"). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

## Section 5: Intellectual Property

### **COPYRIGHTS & TECHNOLOGY RIGHTS**

CKH's intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH's intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and "look and feel" of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a "work for hire" basis, and all our material and work product is owned exclusively by CKH 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 CKH. 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 or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

### **TRADEMARKS:**

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the "**Trademarks**") are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

### **USE OF RESOURCES:**

Capturing Kids' Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids' Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids' Hearts and the contractual relationship between Capturing Kids' Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client's organization, the participant will no longer have access to the resources.

### **APPLICABLE RESTRICTIONS & REQUIREMENTS:**

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent





that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

## **CONFIDENTIALITY:**

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

## **Section 6: Disclaimers**

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.





In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

## Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

## Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to [angie.shoffner@capturingkidshearts.org](mailto:angie.shoffner@capturingkidshearts.org). Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

## Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this



# SERVICE AGREEMENT



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Monrovia Unified School District

By:

Ryan Smith

Ryan Smith (May 11, 2023 12:52 PDT)

Printed Name: Dr. Ryan D. Smith  
Client's Authorized Representative

Title: Superintendent

Date: 05/10/2023

Contact Information:

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



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### **7. 22/23-1118 - BOARD POLICY 5022, *STUDENT AND FAMILY PRIVACY RIGHTS*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

## RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5022, *Student and Family Privacy Rights*, and its accompanying Administrative Regulation, as recommended by the California School Boards Association.

## Rationale:

As part of the Board of Education's commitment to review and update all Monrovia Unified School District Board Policies and Administrative Regulations, a review was conducted of Board Policies and Administrative Regulations and is presenting a policy, and its accompanying Administrative Regulation, for review and adoption.

## Background:

School districts receive regular policy updates from the California School Boards Association (CSBA) that are compared to existing policies to determine the extent of modification that is needed. The Board Policy, and Administrative Regulation, have been revised as recommended by the CSBA to clarify why and how the Superintendent or designee may collect, disclose, or use a student's personal information. Administrative Regulation eliminates the exceptions to the collection of personal information. Health examinations are now included in the Administrative Regulation.

## Additional Information:

Copies of the proposed revised Board Policy 5022, Student and Family Privacy Rights, and accompanying revised Administrative Regulation, are attached.

## ATTACHMENTS

- [5022 BP Student and Family Privacy Rights.pdf](#)
- [5022 AR Student and Family Privacy Rights.pdf](#)

**STUDENT AND FAMILY PRIVACY RIGHTS**

The Governing Board ~~believes that personal information concerning district students and their families should be kept private in accordance with law.~~ respects the rights of district students and their parents/guardians with regard to the privacy of their personal beliefs and the confidentiality of their personal information.

The Superintendent or designee may collect, disclose, or use students' personal information for the exclusive purpose of developing, evaluating, or providing educational products or services for or to students or educational institutions, such as the following: (20 USC 1232h)

(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5021 - Noncustodial Parents)  
(cf. 5125 - Student Records)  
(cf. 5125.1 - Release of Directory Information)  
(cf. 6162.8 - Research)

1. College or other postsecondary education recruitment or military recruitment
2. Book clubs, magazines, and programs providing access to low-cost literary products
3. Curriculum and instructional materials used by elementary and secondary schools
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
5. The sale by students of products or services to raise funds for school-related or education-related activities
6. Student recognition programs



~~Collection of Personal Information for Marketing Purposes~~

~~The Board~~ The Superintendent or designee is ~~prohibited~~ from collecting, disclosing, or using ~~district staff from administering or distributing to students survey instruments that are designed for the purpose of collecting personal information for marketing or for selling that information.~~ A student's individually identifiable information, including their name, parent/guardian's name, home or other physical address, telephone number, or social security number, for the purpose of making or selling that information or providing the information to others for that purpose.

The Superintendent or designee shall consult with parents/guardians regarding the development of regulations pertaining to other uses of personal information, which shall, at a minimum, address the following: (20 USC 1232h)

1. Arrangements for protecting student privacy when collecting, disclosing, or using students' individually identifiable information for any purpose
2. Arrangements to protect student privacy in the administration of surveys that may request information about the personal beliefs and practices of students and their families
3. The rights of parents/guardians to inspect the following, and any applicable procedures for granting reasonable access to the following in a reasonable period of time:
  - a. Survey instruments requesting information about their personal beliefs and practices or those of their children
  - b. Instructional materials used as part of their children's educational curriculum
  - c. Instruments used in the collection of personal information for the purpose of marketing or sale
4. Any nonemergency physical examinations or screenings that the school may administer

The Superintendent or designee shall notify parents/guardians of the adoption or continued use of the district's policy pertaining to the rights specified in items #1-4 above. (20 USC 1232h)

Legal reference:

EDUCATION CODE

49450-49458 Physical examinations

49602 Confidentiality of personal information received during counseling

51101 Parents Rights Act of 2002

51513 Test, questionnaire, survey, or examination concerning personal beliefs

51514 Non-removal of survey questions pertaining to sexual orientation or gender identity

51938 Sexual Health and HIV/AIDS Prevention Education Act; notice and parental excuse.

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of pupil rights

Management Resources:

WEBSITES

California School Boards Association: [www.csba.org](http://www.csba.org)

California Department of Education: [www.cde.ca.gov](http://www.cde.ca.gov)

U.S. Department of Education, Family Policy Compliance Office:  
[www.ed.gov/offices/OM/fpco](http://www.ed.gov/offices/OM/fpco)

Revised:

Adopted: August 27, 2008



## **STUDENT AND FAMILY PRIVACY RIGHTS**

### **Definition**

~~Personal information means individually identifiable information including a student's or parent/guardian's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a social security identification number.~~

### **Surveys Requesting Information about Beliefs and Practices**

A student's parent/guardian, ~~or a student who is an adult or emancipated minor,~~ shall provide prior written consent before the student ~~is required to~~ participates in a survey ~~containing~~ inquiring about one or more of the following items: (Education Code 51513; 20 USC1232h)

1. Political affiliations or beliefs of the student or ~~his/her~~ their family. parent/guardian.
2. Mental or psychological problems of the student or ~~his/her~~ their family.
3. ~~Sexual behavior or attitudes or personal beliefs and practices in family life or morality.~~
4. Illegal, anti-social, self-incriminating or demeaning behavior.
5. Critical appraisals of other individuals with whom students ~~have~~s close family relationships.
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians or ministers.
7. Religious practices, affiliations or beliefs of the student or ~~his/her~~ their parent/guardian.
8. Income, except to the extent that income is required to be disclosed by law for participation in a program or for receiving financial assistance under such a program.

(cf. 3553 – Free and Reduced Price Meals)  
(cf. 5148 – Child Care and Development)

If a student participates in a survey ~~regarding~~ requesting information about personal

beliefs and practices ~~as identified above~~, school officials and staff members shall not request or disclose the student's identity.

(cf. 6162.8 - Research)

Notwithstanding the above requirements ~~for prior written consent~~, the district may administer to students in grades 7-12, anonymous, voluntary, and confidential research and evaluation tools to measure student health risks and behaviors, including tests and surveys about the student's attitudes or practices related to sex as long as parents/guardians are provided written notice and given an opportunity to request, ~~in writing~~, that their child not participate. (Education Code 51938)

If the district administers a voluntary survey that already includes questions pertaining to sexual orientation and/or gender identity, the Superintendent or designee shall not remove such questions. (Education Code 51514)

#### ~~Exceptions to Collection of Personal Information~~

~~Any district restriction regarding collection of personal information shall not apply to the collection, disclosure, or use of personal information collected from students for the purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:~~

- ~~1. College or other postsecondary education recruitment or military recruitment~~
- ~~2. Book clubs, magazines, and programs providing access to low-cost literary products.~~
- ~~3. Curriculum and instructional materials used by elementary and secondary schools.~~
- ~~4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.~~
- ~~5. The sale by students of products or services to raise funds for school-related or education-related activities.~~
- ~~6. Student recognition programs.~~

#### Parent/Guardian Access to Surveys and Instructional Materials



~~1. Upon request, The parent/guardian of any district student, upon their request, shall have the right to inspect: that survey or instrument before it is administered or distributed to his/her child or any instructional material used as part of his/her child's educational curriculum. (Education Code 51938; 20 USC 1232h)~~

1. A survey or other instrument to be administered or distributed to their child that either collects personal information for marketing or sale or requests information about beliefs and practices.

2. Any instructional material to be used as part of their child's educational curriculum

Within a reasonable period of time of receiving a parent/guardian's request, the principal or designee shall permit a the parent/guardian to view a the survey, instrument or instructional material, or other document he/she requested. A parent/guardian may view the document any time during normal business hours.

~~2. Upon inspection of the document, a parent may refuse to allow his/her child to participate in the activity. Students whose parents/guardians exercise this option shall not be penalized by the district.~~

No student shall be subject to penalty for their parent/guardian/s exercise of any of the rights stated above.

### Health Examinations

Authorized school officials may administer to any student any physical examination or screening permitted under California law. However, ~~No school official or staff member~~ student shall be subjected a student to a non-emergency, invasive physical examination ~~as a condition for school attendance, except as permitted or required under California law.~~ without prior written notice to their parent/guardian, unless an applicable state law authorizes the student to provide consent without parent/guardian notification. (20 USC 1232h)

Invasive physical examination means any medical examination that involves the exposure of private body parts or any act during such examination that includes incision, insertion or injection into the body, but does not include a properly authorized hearing, vision or scoliosis screening. (20 USC 1232h)

(cf. 5131.61 - Drug Testing)

(cf. 5141.3 - Health Examinations)

### Notifications

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of: (20 USC 1232h)

1. The district's policy regarding student privacy
2. The process to opt their children out of participation in any activity described in this ~~policy and~~ administrative regulation ~~and the accompanying Board policy~~
3. The specific or approximate dates during the school year when the following activities are scheduled:
  - a. Survey requesting personal information
  - b. Physical exams or screenings
  - c. Collection of personal information from students for marketing or sale

Prior to administering anonymous and voluntary surveys regarding health risks and behaviors to students in grades 7-12, the district shall provide parents/guardians with written notice that the survey is to be administered.

Parents/guardians shall also be notified of any substantive change in this policy and administrative regulation within a reasonable period of time after adoption of the change.

(cf. 5145.6 - Parental Notification)

Revised:

Adopted: August 27, 2008



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 8. 22/23-2146 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$3,787,655.65 issued April 8, 2023, through April 21, 2023, and payments in the amount of \$1,318,171.07 issued April 12, 2023, through April 25, 2023.

#### Rationale:

In accordance with 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 employees 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 2146\(b-c\) Purchase Order Rpt 5-10-23.pdf](#)

**Report ID: FIN-PROC-0099**

**Run Date: 04/26/2023**

**Run Time: 8:40:12 AM**

**Monrovia Unified School District**

**Purchase Order Board List**

**From 04/08/23 - To 04/21/23**

## **Cover Page**

### **Prompts and Parameters**

**From Approval Date:** 4/8/23

**To Approval Date:** 4/21/23

**From Record Date:** Not Entered

**To Record Date:** Not Entered

**District/Agency (Optional):** Not Entered

**Document Code (Optional):** Not Entered

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

### **Report Description**

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



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/10/23	PO1-64790-6020022-230000000600-1-New		DELL Server Renewal	0000224060-DELL MARKETING L.P.	Technology	01.0-00000.0-00000-77000-5841-6020022	\$2,267.19	\$2,267.19
PO1-64790-6020022-230000000600-1-New						Sum:	\$2,267.19	\$2,267.19
04/10/23	PO1-64790-6020022-230000000601-1-New		Dell appliances renewals	0000224060-DELL MARKETING L.P.	Technology	01.0-00000.0-00000-77000-5841-6020022	\$1,718.32	\$1,718.32
PO1-64790-6020022-230000000601-1-New						Sum:	\$1,718.32	\$1,718.32
04/10/23	PO1-64790-6020022-230000000602-1-New		District Backup of Servers	0000223723-AMS.NET	Technology	01.0-32120.0-00000-77000-6540-6000000	\$61,338.80	\$61,338.80
PO1-64790-6020022-230000000602-1-New						Sum:	\$61,338.80	\$61,338.80
04/11/23	PO1-64790-2040000-230000000603-1-New		Chair Rental for Plymouth Promotion Ceremony	0000347692-California Party Rentals	Plymouth	01.0-00000.0-00000-27001-5610-2040000	\$654.05	\$654.05
PO1-64790-2040000-230000000603-1-New						Sum:	\$654.05	\$654.05
04/11/23	PO1-64790-3060000-230000000235-2-Modification	1	Open PO for Home Depot Clifton	0000223936-HOME DEPOT/GECF	Clifton	01.0-00000.0-00000-82100-4370-3060000	\$450.00	\$303.89
PO1-64790-3060000-230000000235-2-Modification						Sum:	\$450.00	\$303.89
04/11/23	PO1-64790-6000000-230000000290-2-Modification	1	USA Alarm Contract Service 22/23 Security & Fire	0000223202-USA ALARM SYSTEMS	District Wide	01.0-00000.0-00000-83200-5630-6010040	\$30,600.00	\$6,880.00
04/11/23		1	USA Alarm Contract Service 22/23 Security & Fire	0000223202-USA ALARM SYSTEMS	District Wide	01.0-00000.0-00000-83200-5819-6000000	\$21,000.00	\$11,985.00
PO1-64790-6000000-230000000290-2-Modification						Sum:	\$51,600.00	\$18,865.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/11/23	PO3W-64790-000000 0-2300000000300-1-New	0	Paper Products for Warehouse Inventory	0000223645-HOME DEPOT PRO	No Location	01.0-00000.0-00000-00000-9320-0000000	\$7,037.26	\$0.00
PO3W-64790-0000000-2300000000300-1-New						Sum:	\$7,037.26	\$0.00
04/11/23	PO3W-64790-000000 0-2300000000301-1-New		Custodial Disinfectant Warehouse Inventory	0000342685-Veteran Building Maintenance Supply, Inc.	No Location	01.0-00000.0-00000-00000-9320-0000000	\$2,952.94	\$0.00
PO3W-64790-0000000-2300000000301-1-New						Sum:	\$2,952.94	\$0.00
04/12/23	PO1-64790-2010000-2300000000610-1-New		Science classroom supplies	0000223395-AMAZON.COM	Bradoaks	01.4-07102.0-11100-10000-4390-2011400	\$1,600.00	\$982.21
PO1-64790-2010000-2300000000610-1-New						Sum:	\$1,600.00	\$982.21
04/12/23	PO1-64790-3070000-2300000000605-1-New		AVID students visiting Disney for an Education Workshop	0000347759-Disneyland Resort	Santa Fe	01.0-93100.0-11100-10000-4390-6002200	\$5,145.00	\$0.00
PO1-64790-3070000-2300000000605-1-New						Sum:	\$5,145.00	\$0.00
04/12/23	PO1-64790-6000028-2300000000606-1-New		Amazon Open PO for GATE	0000223395-AMAZON.COM	District Wide - Music Programs	01.0-90610.0-11100-10000-4310-6000028	\$500.00	\$387.28
PO1-64790-6000028-2300000000606-1-New						Sum:	\$500.00	\$387.28
04/12/23	PO1-64790-6000028-2300000000607-1-New	0	ODP Open PO for GATE	0000236666-ODP Business Solutions, LLC	District Wide - Music Programs	01.0-90610.0-11100-10000-4310-6000028	\$500.00	\$500.00
PO1-64790-6000028-2300000000607-1-New						Sum:	\$500.00	\$500.00
04/12/23	PO1-64790-6010014-2300000000608-1-New		MUSD Literacy Gardens for all 5 Elementary	0000223744-FOOD EXPLORATION & DISCOVERY	Instructional Services	01.4-07102.0-11100-10000-4390-6001100	\$32,245.00	\$0.00
PO1-64790-6010014-2300000000608-1-New						Sum:	\$32,245.00	\$0.00



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04/12/23	PO1-64790-6010014-230000000609-1-New		Clifton Garden Build-Food Ed	0000223744-FOOD EXPLORATION & DISCOVERY	Instructional Services	01.4-07102.0-11100-10000-4390-6001100	\$14,625.00	\$0.00
PO1-64790-6010014-230000000609-1-New						Sum:	\$14,625.00	\$0.00
04/12/23	PO1-64790-6010014-230000000611-1-New		Capturing Kids' Hearts Professional Development 1/9-10/23	0000323312-Capturing Kids' Hearts	Instructional Services	01.4-07301.0-11100-10000-5850-6003500	\$139,350.00	\$24,850.00
PO1-64790-6010014-230000000611-1-New						Sum:	\$139,350.00	\$24,850.00
04/12/23	PO1-64790-6010014-230000000612-1-New		Travel & Conference for Carol Sieh	0000223254-LACOE	Instructional Services	01.4-07201.0-11100-10000-5220-6002900	\$45.00	\$0.00
PO1-64790-6010014-230000000612-1-New						Sum:	\$45.00	\$0.00
04/12/23	PO1-64790-6010030-230000000604-1-New		OPEN PO for Food Services Consultant	0000343195-Michelle Curry	Personnel Services	13.0-53100.0-00000-37000-5850-6010052	\$36,000.00	\$17,852.00
PO1-64790-6010030-230000000604-1-New						Sum:	\$36,000.00	\$17,852.00
04/12/23	PO1-64790-6040047-230000000057-2-Modification	1	2022-23 Open PO Painter Supply	0000223219-DUNN-EDWARDS PAINTS	Maintenance	01.0-81500.0-00000-81105-4380-6040047	\$7,299.79	\$0.00
PO1-64790-6040047-230000000057-2-Modification						Sum:	\$7,299.79	\$0.00
04/12/23	PO1-64790-6040047-230000000068-3-Modification	2	2022-23 Open PO for HVAC Repairs Districtwide	0000223630-IRVINE VALLEY AIR CONDITIONING INC	Maintenance	01.0-81500.0-00000-81106-5630-6040047	\$250,000.00	\$19,379.66
PO1-64790-6040047-230000000068-3-Modification						Sum:	\$250,000.00	\$19,379.66
04/12/23	PO1-64790-6040047-230000000080-2-Modification	1	2022-23 open PO for Office Supplies	0000236666-ODP Business Solutions, LLC	Maintenance	01.0-81500.0-00000-81100-4350-6040047	\$2,000.00	\$223.23

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PO1-64790-6040047-230000000080-2-Modification						Sum:	\$2,000.00	\$223.23
04/12/23	PO1-64790-6040047-230000000159-2-Modification	1	2022-23 Open PO for Door Repair	0000223584-DOORKEYPER SERVICE CO	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$6,000.00	\$310.00
PO1-64790-6040047-230000000159-2-Modification						Sum:	\$6,000.00	\$310.00
04/12/23	PO1-64790-7100000-230000000174-2-Modification	1	Open p.o. janitorial services 2022/23	0000223358-JANI-KING OF CALIFORNIA, INC., LA REGION	Adult Education School	11.0-00000.0-00000-82100-5810-7100000	\$50,000.00	\$8,658.82
PO1-64790-7100000-230000000174-2-Modification						Sum:	\$50,000.00	\$8,658.82
04/12/23	PO1-64790-7100000-230000000233-2-Modification	1	Open p.o. Pre-employment health screening - Medical students	0000223882-OCCUPATIONAL HEALTH CTRS OF CA.	Adult Education School	11.0-00000.0-41340-10000-5890-7100000	\$9,000.00	\$4,478.00
PO1-64790-7100000-230000000233-2-Modification						Sum:	\$9,000.00	\$4,478.00
04/12/23	PO2W-64790-6010030-2300000000330-3-Modification	2	HR - STAR awards events	0000351618-Sandra D. Bracamontes	Personnel Services	01.0-00000.0-00000-74900-4390-6010030	\$3,360.00	\$0.00
PO2W-64790-6010030-2300000000330-3-Modification						Sum:	\$3,360.00	\$0.00
04/12/23	PO3W-64790-6010012-2300000000303-1-New		Staff Appreciation Gift SY22/23	0000223345-IMPRINTABILITY	Superintenden t	01.0-00000.0-00000-71500-4390-6010012	\$5,192.53	\$0.00
PO3W-64790-6010012-2300000000303-1-New						Sum:	\$5,192.53	\$0.00
04/12/23	PO3W-64790-6010014-2300000000302-1-New		Vinyl Roll from Amazon	0000223395-AMAZON.COM	Instructional Services	01.0-63880.1-38000-10000-4310-6010014	\$221.48	\$0.00
PO3W-64790-6010014-2300000000302-1-New						Sum:	\$221.48	\$0.00



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04/13/23	PO3W-64790-408000-0-2300000000305-1-New		Furniture for MHS Wellness Center Room 711	0000223944-DBA LAKESHORE LEARNING MATERIALS	MHS	01.0-32120.0-11100-10000-4310-6000000	\$6,071.47	\$6,071.47
04/13/23			Furniture for MHS Wellness Center Room 711	0000223944-DBA LAKESHORE LEARNING MATERIALS	MHS	01.0-32120.0-11100-10000-4410-6000000	\$3,522.49	\$3,522.49
PO3W-64790-4080000-2300000000305-1-New						Sum:	\$9,593.96	\$9,593.96
04/14/23	PO1-64790-2020000-2300000000616-1-New		Chair Rental for Mayflower Promotion Ceremony	0000347692-California Party Rentals	Mayflower	01.0-00000.0-00000-27001-5610-2020000	\$463.50	\$463.50
PO1-64790-2020000-2300000000616-1-New						Sum:	\$463.50	\$463.50
04/14/23	PO1-64790-2030000-2300000000615-1-New		Chair Rental for Monroe Promotion Ceremony	0000223334-PARTY PRONTO, INC.	Monroe	01.0-00000.0-00000-27001-5610-2030000	\$1,000.00	\$1,000.00
PO1-64790-2030000-2300000000615-1-New						Sum:	\$1,000.00	\$1,000.00
04/14/23	PO1-64790-3060000-2300000000618-1-New		Chair Rental for Clifton Graduation Ceremony	0000223334-PARTY PRONTO, INC.	Clifton	01.0-00000.0-00000-27001-5610-3060000	\$2,350.00	\$2,350.00
PO1-64790-3060000-2300000000618-1-New						Sum:	\$2,350.00	\$2,350.00
04/14/23	PO1-64790-3070000-2300000000617-1-New		Chair Rental for Santa Fe Graduation Ceremony	0000347692-California Party Rentals	Santa Fe	01.0-00000.0-00000-27001-5610-3070000	\$1,606.80	\$1,606.80
PO1-64790-3070000-2300000000617-1-New						Sum:	\$1,606.80	\$1,606.80
04/14/23	PO1-64790-4080000-2300000000170-2-Modification	1	Open PO Office Supplies - MHS 2022-23	0000236666-ODP Business Solutions, LLC	MHS	01.0-00000.0-00000-27000-4350-4080000	\$14,000.00	\$4,522.35

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PO1-64790-4080000-230000000170-2-Modification						Sum:	\$14,000.00	\$4,522.35
04/14/23	PO1-64790-4080000-230000000328-2-Modification	1	D&D Golf Carts Inc. - Maintenance & Repair MHS	0000223442-D & D GOLF CARS INC.	MHS	01.0-00000.0-00000-82100-5630-4080000	\$9,000.00	\$3,640.88
PO1-64790-4080000-230000000328-2-Modification						Sum:	\$9,000.00	\$3,640.88
04/14/23	PO1-64790-6010014-2300000000614-1-New		CABE Conference Parking Fee Reimbursement Dr Gero	0000223532-GREGORY P. GERO	Instructional Services	01.4-07201.0-00000-21500-5220-6002900	\$15.00	\$0.00
PO1-64790-6010014-2300000000614-1-New						Sum:	\$15.00	\$0.00
04/14/23	PO1-64790-6010015-2300000000613-1-New		Speech and Educational Therapy for Sp Ed Student 4214747272	0000223425-JUSTINE SHERMAN & ASSOCIATES	Pupil Services	01.0-65000.0-57600-11800-5110-6010015	\$7,175.00	\$7,175.00
04/14/23			Speech and Educational Therapy for Sp Ed Student 4214747272	0000223425-JUSTINE SHERMAN & ASSOCIATES	Pupil Services	01.0-65000.0-57600-11800-5810-6010015	\$25,000.00	\$2,137.50
04/14/23			Speech and Educational Therapy for Sp Ed Student 4214747272	0000223425-JUSTINE SHERMAN & ASSOCIATES	Pupil Services	01.0-65000.0-57600-11901-5810-6010015	\$5,912.50	\$1,512.50
PO1-64790-6010015-2300000000613-1-New						Sum:	\$38,087.50	\$10,825.00
04/14/23	PO2W-64790-6010014-2300000000343-1-New		NFTE Quote (network for teaching entrepreneurship)	0000356085-Network for Teaching Entrepreneurship	Instructional Services	01.0-63880.1-38000-10000-5841-6010014	\$6,060.00	\$6,060.00
PO2W-64790-6010014-2300000000343-1-New						Sum:	\$6,060.00	\$6,060.00



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04/14/23	PO2W-64790-6010014-2300000000344-1-New		Python Certification - PCA Santa Fe	0000356081-Knowledge Pillars Education Inc	Instructional Services	01.0-63880.1-38000-10000-5841-6010014	\$700.00	\$0.00
PO2W-64790-6010014-2300000000344-1-New						Sum:	\$700.00	\$0.00
04/14/23	PO2W-64790-6010030-2300000000198-2-Modification	1	Sytech scanned files for HR	0000236049-SyTech Solutions	Personnel Services	01.0-00000.0-00000-74900-5890-6010030	\$151,909.41	\$0.00
PO2W-64790-6010030-2300000000198-2-Modification						Sum:	\$151,909.41	\$0.00
04/14/23	PO3W-64790-0000000-2300000000277-2-Cancellation	1	Paper Products for Warehouse Inventory	0000223645-HOME DEPOT PRO	No Location	01.0-00000.0-00000-00000-9320-0000000	\$1,918.79	\$0.00
PO3W-64790-0000000-2300000000277-2-Cancellation						Sum:	\$1,918.79	\$0.00
04/14/23	PO3W-64790-0000000-2300000000308-1-New	0	Paper Products for Warehouse Inventory	0000223645-HOME DEPOT PRO	No Location	01.0-00000.0-00000-00000-9320-0000000	\$1,918.79	\$1,918.79
PO3W-64790-0000000-2300000000308-1-New						Sum:	\$1,918.79	\$1,918.79
04/14/23	PO3W-64790-3060000-2300000000309-1-New		Custodial Equipment for Clifton Vacuums	0000223924-WAXIE Sanitary Supply	Clifton	01.0-00000.0-00000-82100-4470-3060000	\$1,612.81	\$0.00
PO3W-64790-3060000-2300000000309-1-New						Sum:	\$1,612.81	\$0.00
04/14/23	PO3W-64790-4080000-2300000000306-1-New		Sit-and-Reach Trunk Flexibility Box	0000223209-SCHOOL SPECIALTY	MHS	01.0-00000.0-11100-10000-4310-4080000	\$123.69	\$123.69
PO3W-64790-4080000-2300000000306-1-New						Sum:	\$123.69	\$123.69
04/14/23	PO3W-64790-6010014-2300000000150-2-Modification	1	iMacs for MHS Strong Workforce Program	0000223925-APPLE COMPUTER, INC.	Instructional Services	01.0-63880.0-38000-10000-4440-6010014	\$1,780.00	\$1,780.00

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04/14/23		1	iMacs for MHS Strong Workforce Program	0000223925-APPLE COMPUTER, INC.	Instructional Services	01.0-63880.1-38000-10000-4440-6010014	\$17,628.98	\$17,628.98
PO3W-64790-6010014-2300000000150-2-Modification						Sum:	\$19,408.98	\$19,408.98
04/14/23	PO3W-64790-6010014-2300000000153-3-Modification	2	Computers for Carlson MHS Strong Workforce Program	0000223925-APPLE COMPUTER, INC.	Instructional Services	01.0-63880.0-38000-10000-4440-6010014	\$2,848.00	\$2,848.00
04/14/23		2	Computers for Carlson MHS Strong Workforce Program	0000223925-APPLE COMPUTER, INC.	Instructional Services	01.0-63880.1-38000-10000-4440-6010014	\$28,206.36	\$28,206.36
PO3W-64790-6010014-2300000000153-3-Modification						Sum:	\$31,054.36	\$31,054.36
04/17/23	PO1-64790-2040000-2300000000621-1-New		Playground for Plymouth	0000224014-Dave Bang Associates, Inc.	Plymouth	40.0-95500.0-00000-85000-6170-2040000	\$78,648.13	\$78,648.13
PO1-64790-2040000-2300000000621-1-New						Sum:	\$78,648.13	\$78,648.13
04/17/23	PO1-64790-2050000-2300000000622-1-New		Playground for Wildrose	0000224014-Dave Bang Associates, Inc.	Wild Rose	40.0-95500.0-00000-85000-6170-2050000	\$79,536.67	\$79,536.67
PO1-64790-2050000-2300000000622-1-New						Sum:	\$79,536.67	\$79,536.67
04/17/23	PO1-64790-6000000-2300000000620-1-New		Utility Truck Purchase for District Use	0000341433-Reynolds Buick, Inc.	District Wide	01.0-32120.0-00000-81100-6560-6000000	\$61,960.59	\$61,960.59
PO1-64790-6000000-2300000000620-1-New						Sum:	\$61,960.59	\$61,960.59
04/17/23	PO1-64790-6010014-2300000000623-1-New		Thinking Maps - February 2022 WFBB Training	0000223307-THINKING MAPS, INC.	Instructional Services	01.0-74250.0-11100-10000-4310-6000000	\$10,800.00	\$0.00
PO1-64790-6010014-2300000000623-1-New						Sum:	\$10,800.00	\$0.00

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04/17/23	PO1-64790-6010015-2300000000619-1-New		State Advisory Reimbursement Travel and Conference KHIRST	0000353306-Kymberly Hirst	Pupil Services	01.0-65200.0-57600-11900-5220-6010015	\$62.65	\$62.65
PO1-64790-6010015-2300000000619-1-New						Sum:	\$62.65	\$62.65
04/17/23	PO1-64790-6010016-2300000000624-1-New		Governance Workshop January 17, 2023	0000224032-CSBA	Board of Education	01.0-00000.0-00000-71100-5850-6010016	\$2,739.30	\$2,739.30
PO1-64790-6010016-2300000000624-1-New						Sum:	\$2,739.30	\$2,739.30
04/17/23	PO1-64790-7100000-2300000000209-2-Modification	1	Medical students CPR - open p.o.	0000223700-PICO RIVERA CPR	Adult Education School	11.0-63910.0-41340-10000-5890-7100000	\$5,000.00	\$1,755.00
PO1-64790-7100000-2300000000209-2-Modification						Sum:	\$5,000.00	\$1,755.00
04/17/23	PO2W-64790-3070000-0-2300000000345-1-New		Pretzel Fundraiser for AVID Students to Avid Trip.	0000351027-FundraiserTodd.com	Santa Fe	01.0-93100.0-11100-10000-4390-6002200	\$1,238.40	\$1,238.40
PO2W-64790-3070000-2300000000345-1-New						Sum:	\$1,238.40	\$1,238.40
04/17/23	PO2W-64790-6010012-2300000000352-1-New		Business Cards for Dr. Smith and LBeserra	0000223345-IMPRINTABILITY	Superintendent	01.0-00000.0-00000-71500-4390-6010012	\$99.23	\$0.00
PO2W-64790-6010012-2300000000352-1-New						Sum:	\$99.23	\$0.00
04/17/23	PO2W-64790-6010014-2300000000350-1-New		DI License for Plymouth, Monroe & Wild Rose	0000350243-Language Testing International Inc.	Instructional Services	01.4-07201.0-11100-10000-5841-6002900	\$5,050.00	\$0.00
PO2W-64790-6010014-2300000000350-1-New						Sum:	\$5,050.00	\$0.00
04/17/23	PO2W-64790-6010016-2300000000351-1-New		LACSTA dues for 2022-2023 SY	0000224000-LOS ANGELES COUNTY SCHOOL TRUSTEES ASSN.	Board of Education	01.0-00000.0-00000-71100-5310-6010016	\$150.00	\$150.00



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PO2W-64790-6010016-230000000351-1-New						Sum:	\$150.00	\$150.00
04/17/23	PO2W-64790-6020022-230000000349-1-New		Purchase of demo phone equipment	0000318701-GoTo Communications, Inc	Technology	01.0-00000.0-00000-77000-4340-6020022	\$392.29	\$392.29
PO2W-64790-6020022-230000000349-1-New						Sum:	\$392.29	\$392.29
04/17/23	PO2W-64790-7100000-230000000346-1-New		Job Fair and Recruiting Invoices for Adult Education	0000223571-ELITE SOFTWARE & GRAPHICS LLC	Adult Education School	11.0-00000.0-00000-21500-5839-7100000	\$16,000.00	\$0.00
PO2W-64790-7100000-230000000346-1-New						Sum:	\$16,000.00	\$0.00
04/17/23	PO2W-64790-7100000-230000000347-1-New		NEO LMS Subscription Adult Ed 1st Year of 3-year Term	0000355149-Cypher Learning, Inc.	Adult Education School	11.0-63910.0-41340-10000-5841-7100000	\$5,280.00	\$0.00
PO2W-64790-7100000-230000000347-1-New						Sum:	\$5,280.00	\$0.00
04/17/23	PO2W-64790-7100000-230000000348-1-New		Security Guard Training license & certification	0000223673-SEI SECURITY EDUCATION INSTITUTE	Adult Education School	11.0-63710.0-41340-10000-5810-7100000	\$19,435.00	\$19,435.00
PO2W-64790-7100000-230000000348-1-New						Sum:	\$19,435.00	\$19,435.00
04/17/23	PO3W-64790-6010015-230000000311-1-New		Assessment Materials for School Psychologist Allyson	0000223981-Western Psychological Services (WPS)	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$978.69	\$978.69
PO3W-64790-6010015-230000000311-1-New						Sum:	\$978.69	\$978.69
04/17/23	PO3W-64790-6010015-230000000312-1-New		IMPRINTABILITY for Workability Program	0000223345-IMPRINTABILITY	Pupil Services	01.0-65200.0-57600-11900-5891-6010015	\$5,886.53	\$5,886.53
PO3W-64790-6010015-230000000312-1-New						Sum:	\$5,886.53	\$5,886.53

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04/17/23	PO3W-64790-602002 2-2300000000313-1-New		Replacement Bulbs	0000223658-NORTHSTAR AV	Technology	01.0-00000.0-00000-77000-4390-6020022	\$1,406.68	\$1,406.68
PO3W-64790-6020022-2300000000313-1-New						Sum:	\$1,406.68	\$1,406.68
04/17/23	PO3W-64790-606002 4-2300000000307-2-Cancellation	1	Classroom teaching materials for Santa Fe - Village	0000334743-AeroRacers	Village Program (ASES)	01.0-60100.0-11100-10000-4310-6060024	\$396.24	\$0.00
PO3W-64790-6060024-2300000000307-2-Cancellation						Sum:	\$396.24	\$0.00
04/17/23	PO3W-64790-606002 4-2300000000310-1-New		Classroom teaching materials for Santa Fe - Village	0000334743-AeroRacers	Village Program (ASES)	01.0-60100.0-11100-10000-4310-6060024	\$431.24	\$431.24
PO3W-64790-6060024-2300000000310-1-New						Sum:	\$431.24	\$431.24
04/17/23	PO3W-64790-710000 0-2300000000314-1-New		The Pharmacy Technican 6e	0000356694-Tophatmonocle (US) Corp.	Adult Education School	11.0-63910.0-41340-10000-4210-7100000	\$6,640.80	\$6,640.80
PO3W-64790-7100000-2300000000314-1-New						Sum:	\$6,640.80	\$6,640.80
04/18/23	PO1-64790-2050000-2300000000625-1-New		Reimbursement for Caterpillars	0000223704-SANDRA GALLEGOS	Wild Rose	01.0-00000.0-11100-10000-4310-2050000	\$43.99	\$43.99
PO1-64790-2050000-2300000000625-1-New						Sum:	\$43.99	\$43.99
04/18/23	PO1-64790-6000028-2300000000627-1-New		Home Depot Material for Grease @ Clifton	0000223936-HOME DEPOT/GECF	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$556.72	\$0.00
PO1-64790-6000028-2300000000627-1-New						Sum:	\$556.72	\$0.00
04/18/23	PO1-64790-6010012-2300000000626-1-New		Council of PTAs Founders Day Dinner	0000223242-MONROVIA PTA COUNCIL	Superintenden t	01.0-00000.0-00000-71500-5220-6010012	\$405.00	\$405.00
PO1-64790-6010012-2300000000626-1-New						Sum:	\$405.00	\$405.00

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04/18/23	PO1-64790-6010014-230000000350-2-Modification	1	Professional development for 2022-23	0000236850-Center for Educational Leadership University of Washington	Instructional Services	01.4-07102.0-00000-21400-5850-6001200	\$43,210.00	\$8,550.00
PO1-64790-6010014-230000000350-2-Modification						Sum:	\$43,210.00	\$8,550.00
04/18/23	PO2W-64790-1650000-0-2300000000355-1-New		Software Subscription for CELC	0000223772-COGNITIVE TOYBOX, INC.	Preschool	12.0-61050.0-00010-10000-5841-1650000	\$5,166.50	\$0.00
PO2W-64790-1650000-2300000000355-1-New						Sum:	\$5,166.50	\$0.00
04/18/23	PO2W-64790-2050000-0-2300000000357-1-New		XREQ to pay for Stubbies Invoice #22581	0000223417-STUBBIES PROMOTIONS	Wild Rose	01.0-90124.0-11100-10000-4390-2050000	\$132.30	\$132.30
PO2W-64790-2050000-2300000000357-1-New						Sum:	\$132.30	\$132.30
04/18/23	PO2W-64790-6010014-2300000000342-2-Cancellation	1	On-Demand License for Pearl Prep Private School	0000223964-BUREAU OF EDUCATION & RESEARCH	Instructional Services	01.0-40350.0-11100-10000-5841-6000092	\$159.00	\$0.00
PO2W-64790-6010014-2300000000342-2-Cancellation						Sum:	\$159.00	\$0.00
04/18/23	PO2W-64790-6010014-2300000000354-1-New		Consultant Agreement with Elevo to Provide Services for MEOs	0000322798-Elevo	Instructional Services	01.0-00000.0-11100-42000-5810-6000000	\$593.75	\$593.75
PO2W-64790-6010014-2300000000354-1-New						Sum:	\$593.75	\$593.75
04/18/23	PO2W-64790-6010014-2300000000361-1-New		S/P2 - Automotive service renewal	0000223499-S/P2	Instructional Services	01.0-35500.0-38001-10000-5841-6010014	\$349.00	\$0.00
PO2W-64790-6010014-2300000000361-1-New						Sum:	\$349.00	\$0.00



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/18/23	PO2W-64790-6010016-2300000000356-1-New		November 8, 2022 Measure MM Election	0000223304-REGISTRAR-RECORDER/COUNTY CLERK	Board of Education	01.0-00000.0-00000-71100-5823-6010016	\$92,691.06	\$0.00
PO2W-64790-6010016-2300000000356-1-New						Sum:	\$92,691.06	\$0.00
04/18/23	PO2W-64790-6010030-2300000000359-1-New		Provided Technical help for STAR Awards	0000223502-ASHLEY KIRKLAND	Personnel Services	01.0-00000.0-00000-74900-4390-6010030	\$1,198.50	\$0.00
PO2W-64790-6010030-2300000000359-1-New						Sum:	\$1,198.50	\$0.00
04/18/23	PO2W-64790-6020022-2300000000360-1-New		MHS Marquee repair	0000350496-Quiel School Signs	Technology	01.0-81500.0-00000-81100-5630-4080000	\$1,990.70	\$1,990.70
PO2W-64790-6020022-2300000000360-1-New						Sum:	\$1,990.70	\$1,990.70
04/18/23	PO2W-64790-7100000-2300000000358-1-New		Security Guard Training & Certification -3/5/2023	0000223673-SEI SECURITY EDUCATION INSTITUTE	Adult Education School	11.0-63710.0-41340-10000-5810-7100000	\$28,405.00	\$0.00
PO2W-64790-7100000-2300000000358-1-New						Sum:	\$28,405.00	\$0.00
04/18/23	PO3W-64790-0000000-2300000000316-1-New		Warehouse Inventory Toilet Seat Covers	0000223645-HOME DEPOT PRO	No Location	01.0-00000.0-00000-00000-9320-0000000	\$2,106.22	\$0.00
PO3W-64790-0000000-2300000000316-1-New						Sum:	\$2,106.22	\$0.00
04/18/23	PO3W-64790-6020022-2300000000315-1-New		Projector Replacement	0000224063-CDW COMPUTER CTRS, INC.	Technology	01.0-00000.0-00000-77000-4440-6020022	\$2,056.67	\$2,056.67
PO3W-64790-6020022-2300000000315-1-New						Sum:	\$2,056.67	\$2,056.67
04/19/23	PO1-64790-6000028-2300000000630-2-Modification	1	J. Brown Violin Maker Order for Tim Weed -Block Grant	0000357937-J. Brown Violin Maker	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$4,567.92	\$4,567.92

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/19/23		1	J. Brown Violin Maker Order for Tim Weed -Block Grant	0000357937-J. Brown Violin Maker	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$7,051.83	\$7,051.83
PO1-64790-6000028-230000000630-2-Modification						Sum:	\$11,619.75	\$11,619.75
04/19/23	PO1-64790-6010014-2300000000628-1-New		Thinking Maps - Contract #13209 - Sept 13-Mar 21, 2023	0000223307-THINKING MAPS, INC.	Instructional Services	01.0-74250.0-11100-10000-5850-6000000	\$17,600.00	\$17,600.00
PO1-64790-6010014-2300000000628-1-New						Sum:	\$17,600.00	\$17,600.00
04/19/23	PO1-64790-6010014-2300000000629-1-New		Replenishing Petty Cash for Educational Services	0000324565-Greg Francois	Instructional Services	01.0-00000.0-00000-21500-4390-6010014	\$383.11	\$383.11
PO1-64790-6010014-2300000000629-1-New						Sum:	\$383.11	\$383.11
04/19/23	PO1-64790-6010040-2300000000248-2-Modification	1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2010000	\$76,435.82	\$27,674.26
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2020000	\$81,093.42	\$30,078.95
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2030000	\$79,524.90	\$29,477.19
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2040000	\$84,554.68	\$32,291.97

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2050000	\$77,884.35	\$28,554.74
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3060000	\$116,062.94	\$40,975.56
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3070000	\$114,554.33	\$41,608.58
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4080000	\$460,259.46	\$168,159.38
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4090000	\$31,206.84	\$11,734.93
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6000000	\$37,711.22	\$13,861.27
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010000	\$60,659.22	\$21,723.65
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010050	\$4,222.88	\$1,408.77



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6040047	\$7,568.01	\$4,172.04
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-81000-83100-5510-6000000	\$4,237.60	\$1,721.54
04/19/23		1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	11.0-00000.0-00000-82000-5510-7100000	\$57,956.33	\$21,794.20
PO1-64790-6010040-2300000000248-2-Modification						Sum:	\$1,293,932.00	\$475,237.03
04/19/23	PO3W-64790-3070000-0-2300000000319-1-New		SANTA FE WELLNESS CTR - FURNITURE ISSUANCE/ UPGRADE	0000223944-DBA LAKESHORE LEARNING MATERIALS	Santa Fe	01.0-32120.0-11100-10000-4490-6000000	\$16,371.22	\$16,371.22
PO3W-64790-3070000-2300000000319-1-New						Sum:	\$16,371.22	\$16,371.22
04/19/23	PO3W-64790-6010014-23000000000320-1-New		Business cards for M. Fernandez, G. Francois, D. Duronslet	0000223345-IMPRINTABILITY	Instructional Services	01.0-00000.0-00000-21100-5891-6010014	\$148.84	\$148.84
PO3W-64790-6010014-23000000000320-1-New						Sum:	\$148.84	\$148.84
04/20/23	PO1-64790-4080000-2300000000633-1-New		AP By The Sea - AP Conference-Mark Lovers	0000223547-AP BY THE SEA	MHS	01.0-00000.0-11100-10000-5220-4080000	\$795.00	\$0.00
PO1-64790-4080000-2300000000633-1-New						Sum:	\$795.00	\$0.00
04/20/23	PO1-64790-6000028-2300000000631-2-Cancellation	1	Music and Arts Order for Tim Weed -Block Grant	0000357937-J. Brown Violin Maker	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$14,645.44	\$0.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/20/23		1	Music and Arts Order for Tim Weed -Block Grant	0000357937-J. Brown Violin Maker	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$25,431.38	\$0.00
PO1-64790-6000028-230000000631-2-Cancellation						Sum:	\$40,076.82	\$0.00
04/20/23	PO1-64790-6000028-230000000634-1-New	0	Colts Order for Daniel Magallanes -Block Grant	0000358086-Colts Youth Organization	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$5,195.00	\$5,195.00
04/20/23		0	Colts Order for Daniel Magallanes -Block Grant	0000358086-Colts Youth Organization	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$18,810.00	\$18,810.00
PO1-64790-6000028-230000000634-1-New						Sum:	\$24,005.00	\$24,005.00
04/20/23	PO1-64790-6000028-230000000635-1-New	0	Music and Arts Order for Tim Weed -Block Grant	0000223611-MUSIC AND ARTS	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$14,645.44	\$14,645.44
04/20/23		0	Music and Arts Order for Tim Weed -Block Grant	0000223611-MUSIC AND ARTS	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$25,431.38	\$25,431.38
PO1-64790-6000028-230000000635-1-New						Sum:	\$40,076.82	\$40,076.82
04/20/23	PO1-64790-6000028-230000000637-1-New	0	Music and Arts Order for Daniel Magallanes -Block Grant	0000223611-MUSIC AND ARTS	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$26,831.67	\$26,831.67
PO1-64790-6000028-230000000637-1-New						Sum:	\$26,831.67	\$26,831.67
04/20/23	PO1-64790-6010014-230000000632-1-New		Santa Fe Makerspace supplies	0000223395-AMAZON.COM	Instructional Services	01.4-07303.0-11100-10000-4310-6005300	\$1,600.00	\$1,600.00
04/20/23			Santa Fe Makerspace supplies	0000223395-AMAZON.COM	Instructional Services	01.4-07303.0-11100-10000-4410-6005300	\$750.00	\$750.00
PO1-64790-6010014-230000000632-1-New						Sum:	\$2,350.00	\$2,350.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/20/23	PO1-64790-6010014-2300000000638-1-New		PBIL supplies reimbursement for Valerie Shay	0000357469-Valerie Shay	Instructional Services	01.4-07303.0-11100-10000-4310-6005100	\$165.74	\$165.74
PO1-64790-6010014-2300000000638-1-New						Sum:	\$165.74	\$165.74
04/20/23	PO3W-64790-6020022-2300000000321-1-New		Student HP Chromebooks	0000328726-Intelli-Tech	Technology	01.0-32120.0-11100-10000-4440-6000000	\$781,676.88	\$781,676.88
PO3W-64790-6020022-2300000000321-1-New						Sum:	\$781,676.88	\$781,676.88
04/21/23	PO1-64790-2050000-2300000000266-4-Modification	3	Open PO - Amazon - Wildrose Arts Donations	0000223395-AMAZON.COM	Wild Rose	01.0-90124.0-11100-10000-4390-2050000	\$5,600.00	\$3,093.20
PO1-64790-2050000-2300000000266-4-Modification						Sum:	\$5,600.00	\$3,093.20
04/21/23	PO1-64790-6010040-2300000000284-2-Modification	1	Open PO Consulting Services to Support ASB Accounting	0000223670-KATHLEEN LOCKARD	Business	01.0-00000.0-00000-27000-5850-6000000	\$4,900.00	\$1,050.00
PO1-64790-6010040-2300000000284-2-Modification						Sum:	\$4,900.00	\$1,050.00
04/21/23	PO1-64790-6040049-2300000000287-5-Modification	4	Clifton Field Trip Knotts Berry Farm	0000327176-Elite School Transit	Transportation	01.0-90801.0-11100-41000-5812-6040049	\$58,000.00	\$9,582.00
PO1-64790-6040049-2300000000287-5-Modification						Sum:	\$58,000.00	\$9,582.00
							\$3,787,655.65	\$1,940,562.40



**RATIFICATION OF WARRANTS**  
**RECOMMENDED FOR BOARD APPROVAL**  
May 10, 2023

ACCOUNTS PAYABLE:

DATE ISSUED April 12, 2023 through April 25, 2023

Batch Numbers:	639 - 646	\$	1,318,171.07
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b>\$</b>	<b><u>1,318,171.07</u></b>
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# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 9. 22/23-2147 - DISTRICT CASH RECEIPTS

## RECOMMENDATION

The Board of Education is requested to receive District cash receipts, Deposit Report No. 34 through No. 35, deposited April 14, 2023, through April 26, 2023, for a total amount of \$332,605.59.

### 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 #34 through #35 is attached.

## ATTACHMENTS

- [BA Item 2147\(b\) Deposit Rpt #34-35 5-10-23.pdf](#)

## DEPOSIT REPORT

4/14/2023

DEP #34

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6010040	\$ 10.00	Leases & Rentals
01.0-00000.0-00000-00000-8650-6020022	5,969.14	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	9,090.80	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	360.00	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	116.00	Leases & Rentals/Labor
01.0-90109.0-00000-00000-8699-6010050	1,189.91	Donations
01.0-90124.0-00000-00000-8699-2050000	4,330.42	Donations
01.0-90125.0-00000-00000-8699-2010000	4,241.50	Donations
01.0-90125.0-00000-00000-8699-2040000	2,000.00	Donations
01.0-90210.0-00000-00000-8650-2020000	20.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-2040000	20.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-2050000	20.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-3060000	226.66	Leases & Rentals
01.0-90210.0-00000-00000-8650-3070000	20.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-4080000	25.20	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	2,986.80	Leases & Rentals
01.0-90501.0-00000-00000-8689-0000000	22,339.46	Village Program/Parent Contributions
01.0-90707.0-00000-00000-8290-0000000	664.82	Medi-Cal
01.0-93100.0-00000-00000-8699-6002200	2,103.00	Donations
Subtotal	<u>56,149.00</u>	General Fund
01.4-07301.0-11100-10000-5841-6003500	593.00	Abate/Refund/Computer License Fee
Subtotal	<u>593.00</u>	S & C Fund
12.0-90503.0-00000-00000-8673-1650000	1,832.10	Tuition Based Preschool
Subtotal	<u>1,832.10</u>	Child Development Fund
13.0-53100.0-00000-37000-8634-0000000	1,507.50	Food Service Sales
Subtotal	<u>1,507.50</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	22,201.65	Developer Fees
Subtotal	<u>22,201.65</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	36,925.76	LKT PAC Donations
Subtotal	<u>36,925.76</u>	Enterprise Fund
76.0-00000.0-00000-00000-9537-0000000	17,972.95	Retirees Health Insurance
Subtotal	<u>17,972.95</u>	Payroll Clearance Fund
Total	<u><u>\$ 137,181.96</u></u>	



## DEPOSIT REPORT

4/26/2023

DEP #35

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 5,969.14	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	1,509.67	Other Local Income
01.0-00000.0-00000-71100-3412-6010016	415.29	Abate/Reimbursement/H&W
01.0-00000.0-00000-82100-8650-6010040	3,240.00	Leases & Rentals/Labor
01.0-90210.0-00000-00000-8650-2020000	62.50	Leases & Rentals
01.0-90210.0-00000-00000-8650-3070000	102.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,480.50	Leases & Rentals
01.0-90707.0-00000-00000-8290-0000000	2,153.29	Medi-Cal
Subtotal	<u>14,932.39</u>	General Fund
11.0-63910.0-00000-00000-8590-0000000	142,802.58	Adult Ed. Block Grant
Subtotal	<u>142,802.58</u>	Adult Education Fund
12.0-61050.0-00000-00000-8590-0000000	12,719.00	CSPP
12.0-90503.0-00000-00000-8673-1650000	1,171.40	Tuition Based Preschool
Subtotal	<u>13,890.40</u>	Child Development Fund
25.0-95500.0-00000-00000-8681-0000000	21,813.66	Developer Fees
Subtotal	<u>21,813.66</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9517-0000000	99.60	Voluntary Deductions
76.0-00000.0-00000-00000-9518-0000000	1,085.00	Voluntary Deductions
76.0-00000.0-00000-00000-9550-0000000	800.00	Voluntary Deductions
Subtotal	<u>1,984.60</u>	Payroll Clearance Fund
Total	<u><u>\$ 195,423.63</u></u>	

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 10. 22/23-2148 - 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, periodic budgetary adjustments must be made.

#### Background:

Two major types of adjustments 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 the 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 2148\(b\) Budgetary Transfers 5-10-23.pdf](#)



**FISCAL SERVICES DEPARTMENT**  
**Fiscal Year 2022 - 2023**

Board Report:  
Budget Revision

Board Meeting Date:  
5/10/2023

**GENERAL FUND #01.0**

<b>BUDGET REVISION</b>
------------------------

	AMOUNT	TOTAL	
<b>RESTRICTED STATE RESOURCES</b>			
<b># 63870.1 - CTEIG YEAR 6</b>			
Certificated Salaries	\$4,760.00		
Employees' Benefits	\$1,075.00		
Books and Supplies	\$29,112.00		
Services/Other Operations	<u>\$74,992.00</u>	\$109,939.00	2021-22 Carryover
<b># 63870.0 - CTEIG YEAR 7</b>			
Books and Supplies	\$2,956.00		
Services/Other Operations	<u>\$141,884.00</u>	\$144,840.00	2022-23 Budget Allocation
<b># 60100.0 - ASES</b>			
Classified Salaries	<u>(\$25,259.00)</u>	(\$25,259.00)	2022-23 Budget Allocation
<b># 60530.0 - UNIVERSAL PRE-K PLANNING GRANT</b>			
Books and Supplies	\$55,000.00		
Services/Other Operations	\$100,795.00		
Indirect Cost	<u>\$9,348.00</u>	\$165,143.00	2022-23 Budget Allocation
<b>#70280.0 - KITCHEN INFRASTRUCTURE</b>			
Services/Other Operations	\$165,745.00		
Equipment Replacement	<u>\$455,488.00</u>	\$621,233.00	2022-23 Budget Allocation
<b>#70290.0 - KITCHEN INFRA TRAINING FUNDS</b>			
Classified Salaries	\$6,963.00		
Employees' Benefits	\$675.00		
Services/Other Operations	<u>\$32,311.00</u>	\$39,949.00	2022-23 Budget Allocation
Total Restricted State Resources	<u>\$1,055,845.00</u>	<u>\$1,055,845.00</u>	
<b>TOTAL BUDGET REVISION</b>	<u><u>\$1,055,845.00</u></u>	<u><u>\$1,055,845.00</u></u>	

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 11. 22/23-2149 - ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-13.

#### Rationale:

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

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

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

#### Legal References:

Board Policy No. 3290 requires Board approval of gifts.

#### Additional Information:

The acceptance of gifts report is attached.

## ATTACHMENTS

- [Acceptance of Gifts #2023-14 05-10-23.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Acceptance of Gifts Report No. 2023-14  
Board Meeting 20230510

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Wild Rose PTA	\$3,000.00	To benefit Wild Rose students through the Performing Arts Program.	Page Ramos, Principal Wild Rose School of Creative arts	D-0510084	Increases site donation account
2	Check	Capital Group	\$500.00	To benefit students and staff at Bradoaks ES.	Jayne Nickles, Principal Bradoaks Elementary Science Academy	D-0510085	Increases site donation account
3	Check	Shannon Diaz	\$1,000.00	To be used for SELPA Prom Transportation	Alma Ulloa, Executive Director Special Education	D-0510086	Increases site donation account
4	Check	Blackbaud Giving Fund on behalf of Chad Worozaken/New York Life	\$500.00	To benefit students and staff at Bradoaks ES.	Jayne Nickles, Principal Bradoaks Elementary Science Academy	D-0510087	Increases site donation account
5	Check	Ohiopyle Prints, Inc.	\$45.39	To benefit students and staff at Monrovia HS.	Adrian Ayala, Principal Monrovia High School	D-0510088	Increases site donation account



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 12. 22/23-2150 - PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #14 for the Monrovia Unified School District 2022-23 SY.

#### Rationale:

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

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

#### Legal References:

Government Code 53060 and Board Policy 3600.

#### Additional Information:

The professional services agreement report is attached.

## ATTACHMENTS

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

Monrovia Unified School District  
Professional Service Agreements #14

Agenda Item # 22/23-2150  
May 10, 2023

[illegible]

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### **13. 22/23-2151 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

## RECOMMENDATION

The Board of Education is requested to approve the renewal purchase of the Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective June 1, 2023, through May 31, 2024.

## Rationale:

The previous subscription with Microsoft Enrollment for Education Solutions Agreement from Softchoice will expire on May 31, 2023. 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 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 significant discounts and simplifying the license purchase process, this consortium includes over 70% of LEAs in California who would not qualify for this 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 cost 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 \$24,501.76. Departments, sites, and the Technology Services budget will provide funding.

## Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

## Account:

## Additional Information:



A copy of the quote is attached.

## **ATTACHMENTS**

- [BA Item 2151\(b\) Microsoft Software Subscription Renewal, Enrollment for EES 5-10-23.pdf](#)



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

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

<b>Quote</b>	Q-1419582
<b>Date</b>	15-Mar-2023

## Budgetary Quote

Ship To :  
Arin Golestani  
Monrovia Unified School District  
325 EAST HUNTINGTON DRIVE  
MONROVIA, CA 91016

<b>Quote Prepared For</b>	Arin Golestani Monrovia Unified School District Phone: (626)471-2068 Email: agolestani@monroviaschools.net
<b>Quote Sent By</b>	Bis Fremichael bis.fremichael@softchoice.com Phone: (619) 330-5823 Fax:
<b>Anniversary Date</b>	31-May-2023
<b>Authorization Number</b>	47740171
<b>Agreement End Date</b>	31-May-2023
<b>Comments</b>	

**CAMSA EES (47740171) Renewal - 6/1**  
Usage 6/1

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	452	Upfront	01-Jun-2023	31-May-2024		Subscription	\$49.07	\$22,179.64
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	5583	Upfront	01-Jun-2023	31-May-2024		Subscription	\$0.00	\$0.00

## Budgetary Quote

2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	447	Upfront	01-Jun-2023	31-May-2024	United States	Subscription	\$0.00	\$0.00
2000279324	D87-01057	VisioPro ALNG LicSAPk MVL	3	Upfront	01-Jun-2023	31-May-2024	United States	Term License & Maintenance	\$50.28	\$150.84
2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	24	Upfront	01-Jun-2023	31-May-2024	United States	Perpetual License & Maintenance	\$37.50	\$900.00
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	8	Upfront	01-Jun-2023	31-May-2024	United States	Term License & Maintenance	\$5.91	\$47.28
2000279133	6QK-00001	Azure prepayment	1	Upfront	01-Jun-2023	31-May-2024		Subscription	\$1,224.00	\$1,224.00
<b>GROUP TOTAL</b>									<b>\$24,501.76</b>	

SUBTOTAL		\$24,501.76
DELIVERY: Ground - 3 to 5 days		\$0.00
State Tax		\$0.00
Local Tax		\$0.00
All currency in this quote is in (USD).	TOTAL	\$24,501.76
Estimated Monthly Lease Payment \$835.11 per month*		

\*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options may be available upon request. Shipping and applicable taxes are not included in the above estimate. Payment options in the United States of America are in US Dollars and not billable in other currencies. All monthly lease payment options are subject to credit approval and execution of a lease contract.

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>



## Budgetary Quote

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 : Ryan Smith  
Ryan Smith (May 11, 2023 12:52 PDT)

Name : Ryan D. Smith

Title : Superintendent

Date : 05/10/2023

PO# :

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: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 14. 22/23-3092 - PERSONNEL ASSIGNMENTS

## RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #17.

### Rationale:

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

### Legal References:

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

### Additional Information:

A copy of the report is attached.

## ATTACHMENTS

- [BRD REPORT 20230510 Personnel Report 17.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #17

EMPLOYMENTS, SUPPLEMENTAL HOURS/SPECIAL ASSIGNMENTS, LEAVES, TERMINATIONS, CHANGE OF STATUS, OTHER (CERTIFICATED)

**A. Employments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Marlene	Castillo	Daily Substitute Teacher	Employ, as needed	4/25-9/30/23	CELC		G 00000.0	000003	\$190./day	100%
2 #	Lucero	Mendez	Daily Substitute Teacher	Employ, as needed	4/18-9/30/23	District-wide		G 00000.0	000003	\$190./day	100%
3 #	Amy	Morrison	Daily Substitute Teacher	Employ, as needed	3/23-9/30/23	District-wide		G 00000.0	000003	\$220./day	100%
4 #	Jill	Plattner	Daily Substitute Teacher	Employ, as needed	4/27-9/30/23	District-wide		G 00000.0	000003	\$190./day	100%
5 #	Graciela	Rougier	Social Worker	Employ	5/8/2023	Ed Services		C 07301.0	004204	2/003/08	100%
6 #	Joseph	Wittmer	Daily Substitute Teacher	Employ, as needed	4/24-9/30/23	District-wide		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
7 *	Samar	Abi Saab	Teacher	ESL Instructor: End date extension from 8/22/22-4/28/23 originally board approved: 7/27/22	8/22/22-5/25/23	Adult Ed	NTE: 16 hrs./wk	C 39050.0 C 63910.0	003752	\$49.87/hr	100%
8 #	Randall	Bell	Teacher	SBAC & AP - English Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
9 #	Karen	Brown	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
10 *	Carol	Burrill	Teacher	ESL Instructor: End date extension from 8/22/22-4/28/23 originally board approved: 7/27/22	8/22/22-5/25/23	Adult Ed	NTE: 16 hrs./wk	C 39050.0 C 63910.0	003752	\$49.87/hr	100%
11 #	Douglas	Butler	Teacher	SBAC & AP - English Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
12 #	Daniel	Castellanos	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
13 #	Leonard	Cheung	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
14 *	Joseph	Croft	Teacher	Accounting/Tech Instructor: End date extension from 8/8/22-5/27/23 originally board approved: 7/27/22	8/8/22-6/30/23	Adult Ed	NTE: 16 hrs./wk	C 63910.0	003239	\$49.87/hr	100%
15 #	Carlos	Cuellar Chacon	Teacher	SBAC & AP - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
16 #	Peter	Davis	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
17 #	Brandon	Equils	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
18 #	Hsien Hao	Fan	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
19 #	Kristin	Ford	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%



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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
20 #	Steven	Garrison	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
21 #	Jackie	Gonzales	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
22 #	Robert	Grebel	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
23 #	Natalie	Harrison	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
24 *	Cynthia	High	Teacher	ESL Instructor: End date extension from 8/22/22-4/28/23 originally board approved: 7/27/22	8/22/22-5/25/23	Adult Ed	NTE: 16 hrs./wk	C 39050.0 C 63910.0	004153	\$49.87/hr	100%
25 #	Shelby	Hightower	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
26 #	Cynthia	Huerta	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
27 #	Scott	Iller	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
28 #	Ji	Lee	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
29 #	Antoinette	Lima-Washington	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
30 #	Mark	Lovers	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
31 #	Caitlin	MacDonald	Teacher	Induction Mentor for New Teacher: A. Ibarra	9/1/22-6/30/23	Monroe	NTE: 10 hrs/week	G 00000.0	002529	\$40/hr	100%
32 #	Ryan	Menlove	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
33 #	Jessica	Meza	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
34 #	Eric	Miller	Teacher	SBAC & AP - English Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
35 #	Dana	Miranda	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
36 #	Derek	Ong	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
37 #	Mariss	Quinones	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
38 #	Erka	Ramirez Morales	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
39 #	Virginia	Recendez	Teacher	Home Hospital Teacher	3/15/23-6/7/23	Santa Fe	NTE: 5 hrs/week	G 00000.0	000196	\$40/hr	100%
40 #	Alex	Roy	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
41 #	Danyelle	Rucker	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%

### B. Supplemental Hours/Special Assignments (Continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
42 #	Swava	Stengel	Teacher	SBAC & AP - English Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
43 #	Monica	Taylor	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
44 #	David	Taylor	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
45 *	Richard	Thibault	Teacher	ESL Instructor: Extra hours extended from 1/10/22-4/27/23 originally board approved: 2/22/232	8/22/22-5/25/23	Adult Ed	NTE: 16 hrs./wk	C 39050.0 C 63910.0	004213	\$47.65/hr	100%
46 #	Tom	Traeger	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
47 #	Graciela	Valdez	Teacher	SBAC - English Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
48 #	Luis	Vazquez	Teacher	SBAC & AP - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%
49 #	Shannon	Waddell	Teacher	SBAC - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003480	\$40/hr	100%
50 #	Trinity	Wedgworth	Teacher	AP-Preparation/Tutoring	4/1/23-5/31/23	MHS	NTE: 8 hrs/week	C 07102.0	003643	\$40/hr	100%
51 *	Heidi	Wilson	Teacher	ESL Instructor: End date extension from 8/22/22-4/28/23 originally board approved: 7/27/22	8/22/22-5/25/23	Adult Ed	NTE: 16 hrs./wk	C 39050.0 C 63910.0	004075	\$45.39/hr	100%
52 #	Joshua	Zeeman	Teacher	SBAC & AP - Math Tutoring	4/1/23-5/31/23	MHS	NTE: 16 hrs/week	C 07102.0	003480	\$40/hr	100%

### C. Leaves of Absences

	First Name	Last Name	Classification	Action	Effective	Site
#	None					

### D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
53	Kelsey	Fielding	Teacher	Voluntary Resignation	6/9/2023	Clifton

### E. Change Status

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

## F. Other

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

## F. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
54 #	Yessenia	Arceo	Volunteer I	Approve	4/14/2023	Plymouth, Santa Fe
55 #	Leilani	Bermejo	Volunteer I	Approve	4/18/2023	CELC, Plymouth
56 #	Carlos	Berumen	Volunteer I	Approve	4/18/2023	Plymouth
57 #	Yvonne	Boyd	Volunteer I	Approve	4/24/2023	Mayflower
58 #	Leslie	Carrillo	Volunteer I	Approve	4/17/2023	MHS, Plymouth
59 #	Mongsi	Chen	Volunteer I	Approve	4/25/2023	Plymouth
60 #	Thomas	Chun	Volunteer I	Approve	4/20/2023	Plymouth
61 #	Susana	Flores	Volunteer I	Approve	4/19/2023	MHS, Monroe
62 #	Wing	Hupfauf	Volunteer I	Approve	4/19/2023	Plymouth
63 #	Gregory	Keslake	Volunteer I	Approve	4/18/2023	Mayflower
64 #	Shuoyen	Lin	Volunteer I	Approve	4/25/2023	Mayflower
65 #	Ricardo	Mena	Volunteer I	Approve	4/21/2023	MHS, Monroe
66 #	Jew	Montalban-Pineda	Volunteer I	Approve	4/17/2023	Mayflower
67 #	Cecilia	Morales	Volunteer I	Approve	4/25/2023	Wild Rose
68 #	Farrah	Quiec	Volunteer I	Approve	4/17/2023	Mayflower, Monroe
69 #	Erika	Regalado	Volunteer I	Approve	4/17/2023	Monroe
70 #	Manuel	Reveles	Volunteer I	Approve	4/18/2023	Plymouth
71 #	Jorge	Ruiz	Volunteer I	Approve	4/14/2023	Plymouth
72 #	Desly	Salazar	Volunteer I	Approve	4/25/2023	Mayflowe
73 #	Pan	Sandy	Volunteer I	Approve	4/20/2023	Plymouth
74 #	Rochelle	Sauer	Volunteer I	Approve	4/17/2023	Plymouth
75 #	Mary	Singman	Volunteer I	Approve	4/21/2023	MHS, Monroe, Santa Fe
76 #	Summer	Sparkman	Volunteer I	Approve	4/19/2023	Wild Rose
77 #	Melissa	Trujillo	Volunteer I	Approve	4/17/2023	MHS
78 #	Kera	Ung	Volunteer I	Approve	4/14/2023	Plymouth, Santa Fe
79 #	Nicolas	Vargas	Volunteer I	Approve	4/17/2023	Wild Rose
80 #	Shelby	Velazco	Volunteer I	Approve	4/14/2023	Wild Rose



MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #17

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

**A. Employments**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	#	Jeremy	Taylor	Campus Security Officer	MHS	Employ	\$3833.71/mo	24	2	8 hr./d.; 9 mo./yr.	4/21/2023	000385	G 00000.0	100%

**B. Supplemental Hours/Special Assignments**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
2	#	Celine	Bekmezian	Student Worker	MHS	Employ: Transition Partnership Program	\$15.50/hr.	Flat	Rate	NTE: 100 hours total.	2/7/23-6/30/23	002441	C 34100.0	100%
3	#	Blanco	Cano-Negrete	Food Service Worker Extra Hours	MHS	Employ: Additional coverage.	\$16.54/hr.	12	1	NTE: 3 hours per day.	3/1/23-6/7/23	000045	C 53100.0	100%
4	#	Joseph	Ceballos	Student Worker	MHS	Employ: Transition Partnership Program	\$15.50/hr.	Flat	Rate	NTE: 100 hours total.	2/3/23-6/30/23	002441	C 34100.0	100%
5	#	Thomas	Chavez	Food Service Worker Extra Hours	MHS	Employ: Additional coverage.	\$16.54/hr.	12	1	NTE: 3 hours per day.	3/6/23-6/7/23	000045	C 53100.0	100%
6	#	Victor	Contreras	Custodian Extra Hours	MHS/T-PAC	Employ: Fellowship Monrovia Church services/Taylor Performing Arts Center rental events.	\$25.04/hr.	21	6	NTE: 60 hours total.	4/1/23-6/30/23	002725	C 90221.0	100%
7	#	Carmen	Devey	Interpreter	Educational Services	Employ: LCAP meeting.	\$27.00/hr.	Flat	Rate	NTE: 2 hours total.	5/1/23-5/31/23	002986	C 30100.0	100%
8	#	Adriana	Florio	Custodian Extra Hours	Bradoaks	Employ: Custodian coverage for the GATE Extravaganza.	\$25.04/hr.	21	6	NTE: 5 hours total.	4/15/2023	004229	C 67620.0	100%
9	#	Belinda	Galaviz	Substitute Secretary	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$21.01/hr.	24	1	NTE: 8 hours daily; NTE: 90 days.	4/10/23-6/30/23	002704	G 00000.0	100%
10	#	Brenda	Gutierrez	Food Service Worker Extra Hours	MHS	Employ: Additional coverage.	\$16.54/hr.	12	1	NTE: 3 hours per day.	3/21/23-6/7/23	000045	C 53100.0	100%
11	#	Margarita	Hernandez	Campus Assistant Extra Hours	Clifton	Employ: After school supervision during rehearsals for the production of <i>Grease</i> .	\$16.54/hr.	4	6	NTE: 18 hours total.	2/10/23-6/7/23	003695	C 07102.0	100%
12	#	Carlos	Jimenez	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.51/hr.	21	1	NTE: 4 hours per day.	3/14/23-6/30/23	000137	G 00000.0	100%
13	#	Carlos	Jimenez	Custodian Extra Hours	Wild Rose	Employ: To assist with carpet cleaning.	\$19.51/hr.	21	1	NTE: 4 hours total.	4/8/2023	004156	C 32120.0	100%
14	#	Nadia	Medina	Head Custodian I Extra Hours	Wild Rose	Employ: To assist with carpet cleaning.	\$26.96/hr.	24	6	NTE: 4 hours total.	4/8/2023	004227	C 32120.0	100%

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

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
15	#	Michelle	Orozco Diaz	Food Service Worker Extra Hours	MHS	Employ: Additional coverage.	\$16.54/hr.	12	1	NTE: 3 hours per day.	3/6/23-6/7/23	000045	C	53100.0 100%
16	#	Evangelina	Reyes-Gutkind	Instructional Aide- Special Ed. Extra Hours	Plymouth	Employ: Intervention support.	\$22.67/hr.	17	6	NTE: 1 hour per day.	2/1/23-6/7/23	003929	C	65000.0 100%
17	#	Christa	Serrano	Substitute Secretary	Educational Services	Employ: To substitute in the vacant secretary position for the Director of Performing Arts.	\$21.01/hr.	24	1	NTE: 8 hours daily; NTE: 90 days.	4/10/23-6/30/23	002704	G	00000.0 100%
18	#	Akil	Smith	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.50/hr.	Flat	Rate	NTE: 100 hours total.	2/3/23-6/30/23	002441	C	34100.0 100%
19	#	Carol	Summerell	Substitute Clerical Assistant I	Plymouth	Employ: To substitute as needed during the 2022-23 school year.	\$22.67/hr.	17	6	NTE: 8 hours daily; NTE: 90 days.	4/21/23-6/30/23	000990	G	00000.0 100%
20	#	Jeremy	Taylor	Campus Security Officer Extra Hours	MHS	Employ: School events.	\$22.12/hr.	24	2	Hourly, as needed.	4/21/23-6/7/23	000925	G	00000.0 100%
21	#	Sheila	Tsan	Substitute Clerical Assistant III	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.99/hr.	22	1	NTE: 8 hours daily; NTE: 90 days.	4/14/23-6/30/23	001991	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
22	#	Brian	Armas	After School Site Manager	VESP	Approve: California Family Rights Act (CFRA) leave.	\$4339.91/mo	21	6	8 hr./d.; 9 mo./yr.	Intermittent 4/10/23-04/07/24	000398	C	60100.0 100.00%

**D. Resignations**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
23	#	Camille	Gonzalez-O'Balles	Campus Assistant	Wild Rose	Voluntary Resignation	\$16.54/hr.	4	6	3.5 hr./d.; 9 mo./yr.	4/12/2023	003796	G	00000.0 100%
24	#	Christina	Monarrez	Instructional Aide - Kindergarten	Bradoaks	Voluntary Resignation	\$17.71/hr.	15	2	3. hr./d.; 9 mo./yr.	3/17/2023	002829	G	00000.0 100%
25	#	Janet	Thiel	Administrative Secretary (Confidential)	Educational Services	Voluntary Resignation	\$6254.35/mo	15-S	5	8 hr./d.; 12 mo./yr.	5/5/2023	003959	C	07303.0 80% 20%

### E. Changes of Status

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	#	Samuel	Morris	Campus Security Officer	MHS	Increase in hours, based on site need.	\$4028.76/mo	24	3	8 hr./d.; 9 mo./yr.	4/20/2023	000385	G 00000.0	100%
27	#	Eva	Puccio	Ltd. Term Administrative Secretary	Special Education Services	To substitute in a vacant position.	\$4690.14/mo	34-H	1	8 hr./d.; 12 mo./yr.	4/3/2023	000928	G 00000.0	100%

### F. Other

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
28	#	Jennifer	Tucker	Walk-on Coach	Clifton	Approve stipend - Boys Volleyball Coach.	\$500. stipend paid over 3 months.	3/16/23-5/31/23	001191	C 00701.0	100%
29	#	Kamea	Vongfak	Walk-on Coach	Santa Fe	Approve stipend - Boys Volleyball Coach.	\$1,000. stipend paid over 3 months.	3/6/23-5/31/23	000663	C 00701.0	100%



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 15. 22/23-3093 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

## RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #16.

## Rationale:

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

## Additional Information:

A copy of the report is attached.

## ATTACHMENTS

- [05102023TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report # 16

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

1/ CALSA Summer Institute.  
California Association of Latino Superintendents & Administrators.  
July 4-8, 2023; San Diego, CA.  
Account#: 01.0-65370-0-50010-39000-5220-6010015  
Estimated cost: \$2755.73  
(Registration: \$875.00; Mileage: \$174.23; Meals: \$277.50; Lodging: \$1209.;  
Hotel Parking: \$220.00.)

Alma Ulloa, Executive Director, Special Education.

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: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### **16. 22/23-3094 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

#### **RECOMMENDATION**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential, and management employees will be indefinite for the 2023-2024 fiscal year. Benefits may be increased or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting, and other factors.

#### **Rationale:**

The language of California Education Code Sections 45032/87806 and California Constitution Article II, Section 10, has been found in certain court cases to prohibit salary or fringe benefit changes unless it is clear from board minutes that the salary and benefits rates were declared indefinite due to financial, legislative, negotiating or budget uncertainties. This declaration will permit salary adjustments during the 2023-2024 school year. This action is necessary for all unrepresented employees and represented employees when salaries may be adjusted during the valid period of a contract.

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

No direct cost is associated with the declaration.

## ATTACHMENTS

# **Agenda Item Details**

**Meeting Date: 2023-05-10 18:30:00**

## **AGENDA ITEM TITLE:**

### **17. 22/23-3095 - BOARD OF EDUCATION DESIGNATED REPRESENTATIVES**

#### **RECOMMENDATION**

The Board of Education is requested to appoint Ryan Smith and Greg Puccia as Designated Representatives of Monrovia Unified School District's represented employees of Monrovia Teachers Association (MTA) and California School Employees Association (CSEA); Ryan Smith and Greg Puccia as the Designated Representatives of non-represented employees of Confidential/Classified Managers (C/CM); and Ryan Smith as the Designated Representative of non-represented employees of Monrovia Association of School Administrators (MASA) for salary discussions in closed sessions with the Board of Education for the 2023-2024 school year.

#### **Rationale:**

In accordance with Government Code 54957.6, the Board of Education may designate representatives for the District's represented (MTA & CSEA) and non-represented (MASA & C/CM) employees to discuss employee salaries in closed session. The Board is also requested to adopt this practice annually.

#### **Background:**

Budget Implications – No additional costs.

#### **Legal References:**

Legal Reference – Government Code 54957.6

## **ATTACHMENTS**



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

**18. 22/23-3028 - CLINICAL AFFILIATION AGREEMENT CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS AND MONROVIA UNIFIED SCHOOL DISTRICT**

## RECOMMENDATION

The Board of Education is requested to approve the renewal of the affiliation agreement between CSU Dominguez Hills and the Monrovia Unified School District for a term beginning May 11, 2023, through October 10, 2028.

## Rationale:

Board approval of this agreement would allow Monrovia Unified School District to participate in the clinical training of California State University, Dominguez Hills students in the field of nursing.

## Background:

The University operates a fully accredited program offering a Baccalaureate degree program in Nursing and a Master's degree program in Nursing. The Baccalaureate degree program in Nursing and the Master's degree program in Nursing at California State University Dominguez Hills are accredited by the Commission on Collegiate Nursing Education.

## Budget Implication (\$ Amount):

No direct cost.

## ATTACHMENTS

- [Cal State Dominguez Hills Nursing\\_Affiliation\\_Agreement\\_Monrovia Unified School District.pdf](#)



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

**CLINICAL AFFILIATION AGREEMENT - NURSING**

This Agreement ("Agreement"), is made and entered into on the 10th day of May, 20 23, pursuant to Education Code 89036, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills (hereinafter referred to as the "UNIVERSITY"), and MONROVIA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "FACILITY"). The UNIVERSITY and the FACILITY are each individually referred to herein as a "Party" and are jointly referred to as "Parties."

**WITNESSETH**

**WHEREAS**, the UNIVERSITY is an institution of higher learning authorized pursuant to California law to offer nursing and other health care education Program(s) and to maintain classes, Student clinical placements and other such Program(s) for the achievement of skill development and required mastery of educational content by its Students, the UNIVERSITY'S undergraduate, graduate and doctoral nursing Programs (hereinafter referred to as "Program") requires its Students to have clinical experience and the use of clinical facilities; and

**WHEREAS**, the FACILITY is willing to permit the use of its clinical facilities and services for the education of said Students, under the circumstances herein defined; and

**WHEREAS**, it is to the mutual benefit of the Parties hereto that Students of the UNIVERSITY's Program use the clinical facilities of the FACILITY for their clinical nursing experience,

**NOW, THEREFORE** in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the Parties hereto agree as follows:

**1. FACILITY RESPONSIBILITIES**

- a. Provide clinical facilities for learning experiences for Students designated by the UNIVERSITY. The clinical experience for each Student shall cover such period as will be specified by the UNIVERSITY.
- b. Provide orientation and necessary compliance training to instructors and Students relating to FACILITY rules, regulations and regulatory and safety practices.
- c. Maintain clinical facilities in conformance with the standards of the California Board of Registered Nursing (BRN) and permit inspection of its clinical facilities upon request by the BRN, the American Association of Colleges of Nursing and/or other nursing accrediting bodies and by authorized representatives of the UNIVERSITY.
- d. Permit access to FACILITY by the Program(s) administrators, instructors and those Students designated by UNIVERSITY as eligible for participation in the Program(s), provided such access does not unreasonably interfere with the regular activities at FACILITY. FACILITY agrees to provide qualified Students with access to clinical and/or administrative areas and administrative and/or patient care opportunities as appropriate to the education of such Students and as appropriate to the provision of quality care and privacy of FACILITY patients.
- e. Permit designated Students and staff of UNIVERSITY to use all services of the FACILITY herein contracted for.



- f. Nominate staff members to serve as clinical preceptors. The final selection of the preceptors shall be made by mutual consent between the FACILITY and the Faculty Coordinator. The preceptors shall serve on a volunteer basis in accordance with course requirements. Copies of course requirements will be made available to potential/actual preceptors assigned by the FACILITY by the Student(s) designated faculty member.
- g. FACILITY shall be available to provide necessary emergency health care or first aid within its capacity to Students and instructors participating in the Program(s). Any emergency health care or first aid provided by FACILITY shall be billed to the Student or instructor at FACILITY's normal billing rate for private-pay patients. Except as herein provided, FACILITY shall have no obligation to furnish medical or surgical care to any Student or instructor.
- h. Upon request, provide insurance for insurance coverage in accordance with Section 6.
- i. While providing clinical and/or administrative experiences for Students in collaboration with designated Faculty, the FACILITY will retain authority and responsibility for the care provided to the FACILITY's patients.
- j. FACILITY shall have the absolute right to determine who will administer care to its patients. In the event that any Student or instructor, in the sole discretion of FACILITY, fails to perform satisfactorily, fails to follow FACILITY policies, procedures and regulations, or fails to meet FACILITY standards for health, safety, security, cooperation or ethical behavior, FACILITY shall have the right to request that UNIVERSITY withdraw the Student or instructor from the FACILITY. UNIVERSITY shall comply with FACILITY's request within five (5) days of receipt of notice from FACILITY unless the concern can be mutually resolved otherwise. Notwithstanding the foregoing, in the event of any emergency or if any Student or instructor represents a threat to patient safety or personnel, FACILITY may immediately exclude any Student or instructor from FACILITY until final resolution of the matter with UNIVERSITY.

## **2. UNIVERSITY RESPONSIBILITIES**

- a. UNIVERSITY shall develop and maintain the Program curriculum and shall be responsible for offering nursing education Programs that meet the standards of the California Board of Registered Nursing and appropriate national accreditation bodies.
- b. Assign qualified instructors to plan, oversee and evaluate the Students' academic progress in the Program and the clinical and/or administrative practice activities at the FACILITY.
- c. Designate Student(s) who are enrolled and in good standing in the Program of the UNIVERSITY to be assigned for clinical and/or administrative nursing experience at the FACILITY.
- d. Provide orientation to all Students and ensure that all Students receive instruction and have necessary basic skills prior to the experience at FACILITY.
- e. Be responsible for all instruction and evaluation of Student performance required to meet the course objectives.
- f. Be responsible for keeping all attendance and academic records of the Students.
- g. Provide guidance to Students in their clinical and/or administrative activities through an individualized Learning Contract which specifies learning activities to take place within the framework of the FACILITY.
- h. Agree that the Students and instructors shall be subject to the requirements and restrictions specified jointly by representatives of the UNIVERSITY and FACILITY, and subject to the FACILITY's rules and regulations governing conduct.
- i. Ensure that each Student and instructor complies with FACILITY's requirements for immunizations, annual health examinations background checks and drug screening.
- j. Ensure to the best of its ability that all Students and instructors are free from any mental or physical impairment that would prevent the Student and/or instructor from meeting his/her educational obligations at FACILITY.
- k. Upon request, provide insurance coverage in accordance with Section 6.



### 3. MUTUAL RESPONSIBILITIES

- a. Neither UNIVERSITY nor FACILITY will incur any financial obligation to the other as a result of this Agreement. UNIVERSITY and FACILITY acknowledge that the ultimate responsibility for all patient care remains with FACILITY and Students will not provide services apart from its educational value.
- b. Determination of the number of Students to be assigned to the Program shall be a joint decision based on staff and space available at FACILITY and eligible Students enrolled in the Program who desire to be educated at FACILITY.
- c. There will be on-going, open communication between UNIVERSITY and FACILITY to promote understanding of the expectations and roles of both Parties in providing the Program for Students.

### 4. TERM AND TERMINATION

This Agreement will become effective when executed by both parties and shall remain in effect for a period of five (5) years unless sooner terminated as provided in this Agreement. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other Party. UNIVERSITY Students scheduled to participate in the Program at the time of any such termination shall be allowed to complete their assigned rotation.

### 5. INDEMNIFICATION

UNIVERSITY shall defend, indemnify and hold FACILITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

FACILITY shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FACILITY, its officers, agents, or employees.

### 6. INSURANCE

- i. Each Party agrees to maintain general liability coverage (or a Program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.
- ii. UNIVERSITY on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) Program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- iii. While in the performance of this Agreement, Students serve as volunteers at the FACILITY without compensation and are not to be considered officers, agents or employees of the FACILITY for Worker's Compensation purposes.

### 7. CONFIDENTIALITY

All Parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall protect the confidential information of the other Party from unauthorized use or disclosure to the same extent it protects its own confidential information of a similar nature against unauthorized use or disclosure. Notwithstanding the foregoing, each Party may use the other Party's confidential information solely for the purposes for which it has been disclosed. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential



information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. In the event either Party is compelled by law or judicial order to disclose confidential information of the other Party, that Party shall promptly notify the other Party and permit the other Party an opportunity to evaluate whether it is appropriate to preclude or limit the disclosure required. Each Party understands and agrees that the other Party is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all Parties that request such records, unless such information falls under an exemption under California law.

#### **8. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the UNIVERSITY hereby designates the FACILITY as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the FACILITY to carry out the Program. The FACILITY agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

#### **9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Both Parties acknowledge that FACILITY is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (the HIPAA Privacy Regulation). To the extent that the UNIVERSITY'S Students are participating in the Program and the UNIVERSITY'S faculty are providing supervision at FACILITY as part of the Program, such Students and faculty members shall:

- a. Be considered part of FACILITY'S workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of FACILITY;
- b. Receive training from FACILITY on, and be subject to compliance with, all FACILITY privacy policies adopted pursuant to the HIPAA Privacy Regulations; and
- c. Not disclose any Protected Health Information (PHI) and personally identifiable information from education records ("PII"), as that term is defined by 45 CFR §160.103, to the UNIVERSITY which a Student accessed through Program participation or a faculty member accessed through the provision of supervision at FACILITY that has not first been de-identified as provided in 45 CFR §164.514(a).

The UNIVERSITY may not access or request to access any PHI held or collected by or on behalf of FACILITY, from a Student or faculty member who is acting as a part of FACILITY'S workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a). The parties acknowledge that the UNIVERSITY is providing no services to FACILITY under this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

#### **10. BACKGROUND CHECKS**

The UNIVERSITY shall notify Students that the FACILITY may require a criminal history background check as a condition for participation in the Program. The Student will be required to personally obtain the criminal background check. The Parties agree that a criminal background check will be completed through an agency designated by and officially contracted by the UNIVERSITY. The FACILITY acknowledges that the UNIVERSITY is not responsible for the accuracy of the information provided through this check and that the provision of this information does not relieve the FACILITY of any of its legal obligations related to these background checks. The FACILITY understands and agrees that any information forwarded to it by the UNIVERSITY or vendor shall be held in strict confidentiality, with access only by those with a need to know. If the FACILITY obtains information directly from the vendor, the FACILITY agrees that it will only access information on the Student working at the FACILITY, and will not access data on any other Students in the event such data is visible.



**11. GENERAL PROVISIONS a. Dispute Resolution****a. Dispute Resolution**

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of FACILITY and UNIVERSITY shall be brought to the attention of the Chief Executive Officer (or designated representative) of the FACILITY and the Chief Business Officer (or designee) of UNIVERSITY for joint resolution. At the request of either Party, UNIVERSITY shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of UNIVERSITY shall be available to assist in the resolution by providing advice to both Parties regarding UNIVERSITY contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either Party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

**b. Non-Discrimination**

In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, UNIVERSITY and FACILITY will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, Programs, or activities; admission policies; other Programs or employment.

**c. Independent Contractors**

FACILITY is, for all purposes, an independent contractor and shall not be deemed an employee of the UNIVERSITY. FACILITY and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of UNIVERSITY or the State of California. While FACILITY may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall FACILITY and its employees be entitled to unemployment or workers' compensation benefits from UNIVERSITY.

**d. Status of Students**

The Parties expressly understand and agree that the Students enrolled in the Program are in attendance for educational purposes, and such Students are not considered employees, officers, agents or volunteers of either FACILITY or UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of FACILITY's "workforce" for purposes of HIPAA and FERPA compliance.

**e. Assignment**

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

**f. Entire Agreement**

This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

**g. Captions**

Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.



**h. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**i. Governing Law**

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**j. Notices**

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

**TO UNIVERSITY:**

California State University, Dominguez Hills 1000

E. Victoria Street

Carson, CA 90747

Attn: Procurement and Contracts

**TO FACILITY:**

Monrovia Unified School District

325 Huntington Drive

Monrovia, CA 91016

dduronslet@monroviaschools.net

**k. Endorsement**

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by UNIVERSITY its officers or employees.

**l. Authority**

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing Agreements or obligations.

**m. Amendment**

This Agreement can be modified by mutual agreement at any time via written amendment signed by authorized representatives of each Party.

**n. Severability**

In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

**o. Ambiguities**

Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

**p. Survival**

Section 5 (Indemnification), Section 6 (Insurance), Section 7 (Confidentiality), Section 8 (FERPA), Section 9 (HIPPA), Section 10(i) (Governing Law), Section 10(j) (Notices), Section 10(o) (Ambiguities), and this Section 10(p) shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties as of the date last written below.

**UNIVERSITY**

BY \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

**FACILITY**BY Ryan Smith  
Ryan Smith (May 11, 2023 12:52 PDT)Name Ryan D. Smith Ed. DTitle Superintendent of SchoolsDated 05/10/2023

Rev. 4/23



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1119 - AGENCY AFFILIATION AGREEMENT WITH UNIVERSITY OF DENVER MORGRIDGE COLLEGE OF EDUCATION

#### RECOMMENDATION

The Board of Education is requested to approve an Agency Affiliation Agreement between the University of Denver Morgridge College of Education and Monrovia Unified School District.

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

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

#### Rationale:

Monrovia Unified School District (MUSD) would like to utilize graduate students from the Masters of School Counseling program, University of Denver Morgridge College of Education for fieldwork consisting of group counseling, academic planning/advising, career counseling, crisis intervention, and assessment. The graduate students will acquire on-the-job training and experience through this fieldwork and will be supervised by MUSD School Counselors. The agreement will be in effect for the 2023/24 school year and automatically renew annually.

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

There is no cost to the district.

#### Legal References:

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

#### Additional Information:

A copy of the Agency Affiliation Agreement is attached.

## ATTACHMENTS

- [Univ of Denver, Affiliation Agreement - 20230510.pdf](#)



**Morgridge College  
of Education**  
UNIVERSITY OF DENVER

School Counseling@Denver Program  
1999 E. Evans Ave.  
Denver, CO 80208  
<https://morgridge.du.edu/>  
Phone: (303) 871-2832  
Email: [Stacy.Pinto@du.edu](mailto:Stacy.Pinto@du.edu)

**University of Denver Morgridge College of Education  
School Counseling@Denver Program  
AGENCY AFFILIATION AGREEMENT**

The University of Denver Morgridge College of Education ("School") and Monrovia Unified School District ("Agency") enter into this Agency Agreement ("Agreement") for Agency to provide field placements for educational and on-the-job training experiences that would be beneficial to graduate students of the Morgridge College of Education School Counseling@Denver Program. The parties hereby agree as follows:

1. This Agreement will become effective on the date last signed ("Effective Date") and will remain in effect for a period of one year. This Agreement shall automatically renew for one-year periods upon each anniversary of the Effective Date, unless earlier terminated upon 60 days written notice by either party. Any termination by Agency shall not be effective, at the election of School, as to any student then participating in a field placement under this Agreement until said student has completed the field placement for that academic term.
2. Agency and School will mutually agree on student assignments and the accepted level of academic preparation required for each student.
3. Agency and School mutually agree to follow the standards and guidelines of field instruction as outlined in the prevailing School Counseling@Denver Program Internship Handbook ("Internship Handbook"), found at <https://morgridge.du.edu/handbooks-forms/> and incorporated into this Agreement by reference. Updates to the Internship Handbook will become effective upon publication to the above website. School will notify Agency by email of any material changes to the Internship Handbook impacting the Agency prior to the change being published and becoming effective. Agency's acceptance of students for field placement constitutes Agency's agreement to be bound by the Internship Handbook and any changes/updates thereto.
4. Each party agrees that no student in a field placement will be deemed to be an employee of School or Agency. Each party agrees that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Agency employee.
5. Agency shall keep confidential any student records obtained or created by Agency in accordance with the requirements of the Family Education Rights and Privacy Act (20 U.S.C. § 1232 g) ("FERPA") and the rules and regulations promulgated thereunder and School's FERPA policy, found at <https://www.du.edu/registrar/privacy/index.html>.
6. Each party agrees to comply, at its own expense, with the provisions of all state, local, federal and tribal laws, regulations, ordinances, requirements and codes which are applicable to this Agreement.
7. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between School and Agency.

8. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.

9. The parties agree that in the performance of this Agreement there will be no discrimination against students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, disability, gender expression, gender identity, genetic background, veteran status or marital status.

10. The persons signing for the parties below represent that they have the proper signature authority to bind their respective party to the terms of this Agreement.

**SCHOOL:**

University of Denver  
Morgridge College of Education  
School Counseling@Denver Program  
1999 E. Evans Ave.  
Denver, CO 80208

**AGENCY:**

Name: Monrovia Unified School District  
Address: 325 East Huntington Drive  
Monrovia, CA 91016

Name: Michelle Knight-Manuel, Ph.D.  
Title: Dean, Morgridge College of Education

Name: Ryan D. Smith, Ed.D.  
Title: Superintendent

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

Signature: *Ryan Smith*  
Ryan Smith (May 11, 2023 12:52 PDT)  
Date: 05/10/2023



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 2. 22/23-2153 - FOOD CATERING AGREEMENT - CUP OF CHA TEA HOUSE

## RECOMMENDATION

The Board of Education is requested to approve a food catering agreement with Cup of Cha Tea House for a Spring Event at Plymouth Elementary School in the Monrovia Unified School District.

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

### Rationale:

Approval of this agreement will allow Cup of Cha Tea House to participate in Plymouth Elementary School events and fundraising activities as well as on other campuses as needed.

### Background:

Plymouth Elementary School is hosting a Spring Event on Friday, May 12, 2023. Once the Board approves this agreement, it will allow Cup of Cha Tea House to participate in events and fundraising activities on other campuses as needed.

### Budget Implication (\$ Amount):

There will be no cost to the District for Cup of Cha Tea House to participate.

### Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education.

### Additional Information:

A copy of the agreement is attached.

## ATTACHMENTS

- [BA Item 2153\(b\) Food Catering Agreement - Cup of Cha Tea House 5-10-23.pdf](#)



**MONROVIA UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR FOOD CATERING SERVICES**

This agreement is entered into this 10th day of May, by and between Cup of Cha Tea House hereinafter referred to as "Company," and the Monrovia Unified School District, hereinafter referred to as "District."

1. Company agrees to provide food catering services for the 2022-23 school year for various school sites.

The food products shall meet the following minimum specifications:

- a. Delivery temperature: Cold Food: 41° or less, Hot Food: 135° or more.
  - b. The food product shall be Consultant's regular retail product unless modification is requested in writing by the District.
  - c. The storage, preparation, handling, cooking and delivery of the food products (the procedures) shall comply with the guidance outlined in the California Retail Food Code dated January 1, 2021 and any other local, state and federal food laws issued by governing authorities. Company shall immediately notify the District in writing of any potential disease or illness problems associated with the food product which stem from improper procedures or defective food product.
2. Company shall render all services provided herein as an independent contractor, and not as an employee or agent of District. This agreement is subject to annual renewal.
3. Company shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding its employees, including workers' compensation, and the services to be provided. Company cannot sub-contract performance to a third-party without District approval.
4. The District reserves the right to terminate this agreement and compensate company only for services rendered up to the date of termination. Written notice by the District's Superintendent or designee shall be sufficient to stop further performance of services by Company. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
5. Company agrees to and shall save, defend, hold harmless and indemnify the District, its Board of Education, its officers, agents, employees, representative, parents and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Company or any person, firm, or corporation employed by the Company upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District.

The Company, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers in any action, suit, or other proceedings as result thereof.



6. District agrees to save, defend, hold harmless and indemnify the Company, its employees and agents from any and all liability or loss arising in any way out of the negligence of the District, its employees, or agents, including, but not limited to any claim due to injury and/or damage sustained by District, and/or District's employees or agents except for the injury, damage and/or liability result from the sole negligence or willful misconduct of the company, its employees and agents.
7. To the extent that there are any inconsistencies or differences in any terms or provisions contained in the District's Agreement when compared to any terms or provisions contained in any attachment or addendum to the District's Agreement requested by the Company, the terms and provisions of the District's Agreement shall be controlling and shall supersede any terms and provisions in the Company's attachment or addendum.
8. Company is required to carry a valid health permit during the duration of this agreement.
9. Company shall carry and maintain at least \$1,000,000 per occurrence and \$1,000,000 in General Aggregate commercial general liability insurance, adequate commercial auto insurance and workers' compensation insurance and must also provide an additional insured endorsement, both naming the District as additional insured. Copies of renewal notices during the term of this contract must be provided to the District within five (5) days to keep the contract in force. If you change insurance policies or carriers, District must be notified five (5) days prior to such change.
10. If catering services are for fundraising purposes, the Company agrees that it will donate, to school sites, at least **ten percent (10%)** of its total food sale receipts generated no later than ten (10) days after the event. The funds collected will be used to support school education programs.
11. Required Documents:
  - A copy of your Food Safety Manager Certificate (i.e. ServSafe, NRFSP)
  - A copy of your current Public Health Permit
  - A copy of your current Food Handlers Permit
  - A Certificate of Liability insurance naming Monrovia Unified School District as an additional insured (required limits listed above under #9)
  - An Additional Insured Endorsement naming Monrovia Unified School District as an additional insured

DocuSigned by:  
**COMPANY:**   
9375559E7B2C4A8...

(Authorized Signature)

Cup of Cha Tea House  
521 S. Myrtle Avenue  
Monrovia, CA 91016  
Attn: Vivian  
(626) 423-9785

84-2206677

(Social Security or Tax ID Number)

[Cupofchateahouse@gmail.com](mailto:Cupofchateahouse@gmail.com)

**DISTRICT:**   
Ryan Smith (May 11, 2023 12:52 PDT)

Ryan D. Smith, Superintendent

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

05/10/2023

(Date Signed)

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 3. 22/23-3097 - RESOLUTION RECOGNIZING MAY 21 - 27, 2023 AS "CLASSIFIED SCHOOL EMPLOYEE WEEK"

#### RECOMMENDATION

The Board of Education is requested to adopt Resolution 2223-27, declaring May 21-27, 2023, as "*Classified School Employee Week*," and urges all citizens to participate in observances that express their appreciation for classified employees.

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

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

#### Rationale:

This resolution provides well-deserved recognition and appreciation of classified school employees for the contributions and support services they provide in our schools. Each May, California salutes the important contributions of classified school employees during Classified School Employee Week.

#### Background:

According to California Education Code Section 45460, the third full week in May is designated as Classified School Employee Week. All public schools shall annually observe that week in recognition of classified school employees and the contributions they make to the educational community. The District understands the valuable impact the Classified employees have on our students, families, and District as a whole. Classified employees are a valuable asset and should be praised for the excellent work they engage in on a daily basis.

## ATTACHMENTS

- [Resolution 2223-27 Classified Employee Week 2023 \(1\).pdf](#)





**RESOLUTION NO. 2223-27**

**RECOGNIZING MAY 21-27, 2023, AS  
CLASSIFIED SCHOOL EMPLOYEE WEEK**

**WHEREAS**, the week of May 21 through May 27, 2023, has been proclaimed as "Classified School Employee Week," celebrating the theme "Classified Professionals: Indispensable, Inspiring, and Invincible"; and

**WHEREAS**, the Monrovia Unified School District Board of Education recognizes the importance of all employees in providing support services in the operations of our successful school system; and

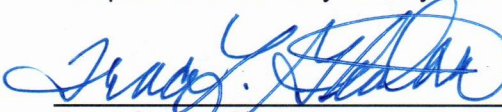
**WHEREAS**, school employees are dedicated to providing invaluable services to the schools and students of the Monrovia Unified School District; and

**WHEREAS**, school employees are essential in creating a positive, productive educational environment; and

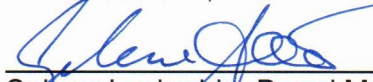
**WHEREAS**, the Board of Education wishes to honor the District's employees in a public way for the vital role they play.


**NOW, THEREFORE, BE IT RESOLVED** that the Monrovia Unified School District declares May 21 through May 27, 2023, be designated as Classified School Employee Week, and hereby recognizes and honors the contribution of school employees to quality education in the State of California and the Monrovia Unified School District.

Adopted this 10<sup>th</sup> day of May 2023:

  
\_\_\_\_\_  
Traci Gholar, President

  
\_\_\_\_\_  
Rob Hammond, Clerk

  
\_\_\_\_\_  
Selene Lockerbie, Board Member

  
\_\_\_\_\_  
Jennifer Anderson, Vice President

  
\_\_\_\_\_  
Maritza Travanti, Board Member

  
\_\_\_\_\_  
Ryan D. Smith, Superintendent

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

**4. 22/23-3098 - REVISION TO RESOLUTION 2223-21, RECOGNIZING MAY 8 - 12, 2023, AS "NATIONAL TEACHER APPRECIATION WEEK" AND MAY 9, 2023, AS "NATIONAL DAY OF THE TEACHER."**

## RECOMMENDATION

The Board of Education is requested to adopt the revision to Resolution No. 2223-21, correcting the recognition dates to align with the State and Nation and declaring May 9, 2023, as "*National Day of the Teacher*" and May 8-12, 2023, as "*National Teacher Appreciation Week*" and urges all citizens to participate in observances that express their appreciation for teachers.

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

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

## Rationale:

Monrovia Unified School District recognizes the commitment and dedication to excellence our teachers provide to our students and the greater community.

Teachers deserve tremendous credit and recognition for the outstanding traditional and non-traditional educational programs they provide for students throughout the District. It is appropriate that we adopt this Resolution to recognize the teachers of the Monrovia Unified School District.

## Additional Information:

A copy of the resolution is attached.

## ATTACHMENTS

- [Resolution 2223-21 Teacher Appreciation Week Revised.pdf](#)



REVISED RESOLUTION NO. 2223-21  
RECOGNIZING MAY 9, 2023, AS  
**NATIONAL TEACHER APPRECIATION DAY**  
AND MAY 8-12, 2023, AS  
**NATIONAL TEACHER APPRECIATION WEEK**

**WHEREAS**, teachers mold future citizens through guidance and education; and

**WHEREAS**, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

**WHEREAS**, our community recognizes and supports its teachers in educating the children of this community; and

**WHEREAS**, the dedication of teachers should be recognized and celebrated.

**NOW, THEREFORE, BE IT RESOLVED** that the Monrovia Unified School District declares May 9, 2023, as National Teacher Appreciation Day and May 8-12, 2023, as National Teacher Appreciation Week and all citizens are urged to participate in observances that express their appreciation for teachers.

Adopted this 10<sup>th</sup> day of May 2023:

A blue ink signature of Traci Gholar, written in a cursive style, positioned above a horizontal line.

Traci Gholar, President

A blue ink signature of Rob Hammond, written in a cursive style, positioned above a horizontal line.

Rob Hammond, Board Clerk

A blue ink signature of Selene Lockerbie, written in a cursive style, positioned above a horizontal line.

Selene Lockerbie, Board Member

A blue ink signature of Jennifer Anderson, written in a cursive style, positioned above a horizontal line.

Jennifer Anderson, Vice President

A blue ink signature of Maritza Travanti, written in a cursive style, positioned above a horizontal line.

Maritza Travanti, Board Member

A blue ink signature of Ryan D. Smith, written in a cursive style, positioned above a horizontal line.

Ryan D. Smith Superintendent



# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

**5. 22/23-5060 - RENAMING OF THE MONROVIA HIGH SCHOOL PERFORMING ARTS CENTER AFTER FORMER BOARD OF EDUCATION PRESIDENT AND MEMBER BETTY SANFORD AND INSTALLATION OF A PERPETUAL PLAQUE RECOGNIZING LOUISE K. TAYLOR**

## RECOMMENDATION

The Board of Education is requested to rename the Monrovia High School Performing Arts Center after former Board of Education President and Member Betty Sanford and install a perpetual plaque recognizing Louise K. Taylor.

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

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

## Rationale:

Pursuant to Board Policy 7310, it is appropriate for the Board of Education to name school district facilities after individuals, living or deceased, and entities that have made outstanding contributions that have had a significant, lasting, and memorable impact on the school, school district, county, or community. After ten years, a facility named after an individual may be renamed by the Board in order to provide opportunities for additional individuals to be recognized. The Board may identify an alternate method for continuing to recognize in perpetuity the previous individual for which the facility was previously named for.

## Background:

In 1952 Betty began a career of leadership in nonprofit organizations and in working to solve local, regional, and global problems. Betty was twice president of the League of Women Voters of Monrovia, served on the League's State Board and chaired the LWV of Pasadena's Study on Dropout Prevention. She was Newsletter Editor for Alliance for a Better Community and participated in its successful efforts to strengthen both the Monrovia School District and the City of Monrovia. She was active in Monrovia's first Human Relations Committee, the development of the city's first Head Start program; supporting the integration of Monrovia schools and, later, a successful biracial effort to prevent anticipated violence on the high school campus. Betty served on the Boards of Santa Anita Family Service, the Monrovia Chamber of Commerce. Monrovia League, Foothill Unity Center, Arcadia Branch of AAUW and the Pasadena Conservatory of Music and as president of HOY (Help Our Youth), Social Model Recovery Systems, the Monrovia Community Services Commission, the UNA-USA Pasadena Chapter and the UNA's Committee of Chapter & Division Presidents, and served on UNA's National Board. Betty has conducted research on local and international relations issues, chaired discussions on the information gathered and lobbied state and national legislators to further the goals developed. She trained delegates to the UN Conference on Environment & Development and led the UNA delegation. Betty chaired the first global education conference in California

and was a coordinator of the Bilateral Nuclear Freeze Campaign. In the 1970's, Betty served as UNICEF's volunteer leader for the State of California and was hired as Director for the seven western states. She coordinated UNICEF's float in the Rose Parade and toured and wrote about her visits to UNICEF projects in Mali, Mauritania, Algeria, Senegal, Israel, Guatemala and Mexico. She participated in the Child Care Consortium and the Volunteer Center, both initiated by the Centennial. Betty served the Monrovia Unified School District as board member and President, focusing on health, preschool and parent education. She was a founder of Monrovia Reads. As Joanne Spring, the founding president of Monrovia Reads, said, "She was relentless about anything she was involved with — she gave it her attention 24/7 and 100% effort. She was committed to living in a literate community." Her involvement with Monrovia schools led to her support of the Louise K. Taylor Performing Arts Center's Professional Productions for the Community. She was honored at the last gala two years ago for her dedication to the productions. She supported and attended them all. She even hosted the kickoff party for the beginning of the project and some of the opening night parties. Monrovia Unified School District's Director of Expanded Learning, Enrichment, and the Arts Patrick Garcia remembered at an annual gala event sang "Too Wonderful for Words" as his tribute to Betty. He said, "When we started the professional performances, she hosted our first party and told me, 'Patrick whatever you need, I will help you with.' She was a true lady, a gem." During her active years, Betty recruited Shirley Temple, Carroll O'Connor and Richard Feynman to various causes and had the opportunity to know and work with LA Mayor, Tom Bradley, Canadian PM, Lester Pearson, Ted Turner and two Secretaries General of the United Nations. The late Steve Baker, Monrovia City Historian had this to say about Mrs. Sandford: "Betty Sandford grew up in a Monrovia characterized by bigotry and segregation. She took the pain of her youth and transformed it into a beacon light for positive change, inclusiveness, and healing. The Monrovia of today bears little resemblance to that long ago time and yet, as Betty would be the first to remind us, we must remain vigilant to keep that hard-won change."

## **ATTACHMENTS**

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 1. BOARD POLICY 5146, *MARRIED/PREGNANT/PARENTING STUDENTS*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 5146, *Married/Pregnant/Parenting Students*, as recommended by the California School Boards Association (CSBA).

#### Rationale:

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

#### Background:

Policy is being updated to support students who are married, pregnant, or parenting children to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

#### Additional Information:

A copy of the proposed policy is attached hereto.

## ATTACHMENTS

- [5146\\_BP\\_Married\\_Pregnant\\_Parenting\\_Students \(11-53\).pdf](#)



### **MARRIED/PREGNANT/PARENTING STUDENTS**

The Governing Board recognizes that **early responsibilities related to** marriage, pregnancy, or parenting **and related responsibilities** may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to ~~provide instruction and services designed to assist in pregnancy prevention.~~ support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children. ~~The Board also desires to support male and female expectant and parenting students to attain strong academic and parenting skills and to promote the healthy development of their children.~~

~~Married, expectant and parenting students shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.~~

~~The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)~~

~~The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)~~

For school-related purposes, **married a students** under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, ~~are emancipated minors and have all the rights and privileges of students who are 18,~~ even if the marriage has been dissolved. (Family Code 7002)

#### **Education and Support Services for Expectant Pregnant and Parenting Students**

~~The Board is committed to providing to expectant and parenting students and their children a comprehensive, continuous, community-linked program that reflects the cultural and linguistic diversity of the community.~~

~~The Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services are available to meet the needs of expectant and parenting students and their children.~~

Expectant Pregnant and parenting students shall retain the right to participate in ~~any comprehensive school or the regular education program or an alternative educational alternative programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students.~~ The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the ~~individual~~ student and/or ~~the student's~~ child.

~~In addition to providing a quality education program for expectant and parenting students, the district's program shall provide parenting education and life skills instruction, special school nutrition supplements for pregnant and lactating students, and a child care and development program on or near the school site for the children of enrolled students. The district's program may provide other support services authorized by Education Code 54746 as necessary to meet the needs of students and their children.~~

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant

to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation.

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

#### Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

#### Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a pregnant or parenting student may elect to return to the school



and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and re-enrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

### Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breastmilk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

### Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating

students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

#### Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

#### Pregnancy Prevention Program

~~The Superintendent or designee shall ensure that age-appropriate, culturally sensitive and community-sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The district's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth.~~

#### **Revised:**

**Adopted: September 10, 2008**

(Replaces: BP 5122.5 Teenage Mothers)

(Adopted: July 1977)

# Agenda Item Details

Meeting Date: 2023-05-10 18:30:00

## AGENDA ITEM TITLE:

### 2. BOARD BYLAW 9125, *LEGAL COUNSEL*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Bylaw 9125, *Legal Counsel*, as recommended by the California School Boards Association.

#### Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

#### Background:

School districts receive regular policy updates from the California School Boards Association (CSBA), which are compared to existing policies to determine the extent of modification that is needed. This reviewed policy is updated as recommended by CSBA as Board Bylaw 9125, Legal Counsel.

#### Additional Information:

A copy of the reviewed Board Bylaw 9125, Legal Counsel, is attached.

## ATTACHMENTS

- [9125 BB Attorney - DRAFT - Update 4.20.23.pdf](#)



### **LEGAL COUNSEL**

The Governing Board recognizes the complex legal environment in which school districts operate and desires reliable, ~~dependable legal advice.~~ **high-quality legal advice at reasonable rates.** **In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor.** The Board also supports **pursuing** collaborative legal efforts with other agencies and districts **as appropriate** in order to promote the district's interests.

~~The Board may use the county counsel, district attorney, or private attorneys to meet the needs of the district.~~

#### **Duties of Legal Counsel**

The district's legal counsel may:

1. Render legal advice to the Board and the Superintendent or designee.
2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings.
3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures.
4. Perform other administrative duties as assigned by the Board and Superintendent or designee.

#### **Contacting Legal Counsel**

~~The Superintendent may confer with the district's legal counsel at his/her discretion and shall provide the Board with desired legal information when so directed by a majority of the Board. The Board also may authorize a specific member to confer with legal counsel on behalf of the Board.~~

**At their discretion, the Board President or Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent or Board President may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.**

**In the event another member of the Board is interested in seeking legal advice on a matter of district business, that member shall discuss their interest with the Board President. If the Board President agrees that the interest is a valid use of the district's legal counsel's time, the Board President shall schedule a meeting with**

legal counsel and join the member at the meeting; the Board President may however delegate this to the Superintendent.

If the Board President does not agree that the interest is valid, the member may express the interest to the Board at a regularly scheduled meeting. If the majority of the Board authorizes the member to contact Legal Counsel, the Board President shall schedule a meeting with legal counsel and join the member at the meeting; the Board President may however delegate this to the Superintendent.

Adopted: February 28, 2007