



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, April 12, 2023**

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, April 12, 2023**

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

**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. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)

2. Conference with Legal Counsel-Existing Litigation [Government Code Section 54956.9(a)]

T.Z. v. Monrovia Unified School District, Case No. 22AHCv00645

**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 Monrovia Community Adult School Citizenship Class - Flint Fertig, Director

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 \_\_\_\_\_

Sarah Tripp, Student Board Member \_\_\_\_\_

#### 4. Report out of Closed Session

### E. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.
2. Approve the Minutes of the Regular Board of Education Meeting on March 22, 2023  
Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_  
Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,  
Board Member Anderson\_, Board President Gholar\_.  
[BM Minutes 03.22.2023.pdf](#)

### F. RECOGNITIONS AND COMMUNICATIONS

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

- **Sonia Rizo, Campus Assistant, Monroe Elementary School**
- **Karla Galindo, Teacher, Monroe Elementary School**
- **Natalie Ridley, Instructional Aide, Santa Fe Computer Science Magnet School**
- **Dave Hart, Teacher, Santa Fe Computer Science Magnet School**

2. Assistance League of Arcadia Donation
3. Board Member Reports
4. Student Board Member Report
5. Report from the Superintendent

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

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

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

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

### H. STAFF PRESENTATIONS

#### **1. 2023 SUMMER SCHOOL PLAN PRESENTATION**

The Board of Education will receive the 2023 Summer School Plan presentation.

#### **2. CAREER TECHNICAL EDUCATION (CTE) PATHWAY UPDATE**

The Board of Education will receive a Career Technical Education (CTE) Pathway 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: \_\_\_\_\_

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. 22/23-1105 - FINAL SETTLEMENT AGREEMENT**

The Board of Education is requested to approve a Final Settlement Agreement regarding Student No. 8012673505 dated March 17, 2023.

[Settlement Agreement Agenda Report 6.pdf](#)

### **2. 22/23-1106 - 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 concerning the award, allocation, and required use of funds confirmed in the K-12 Strong Workforce Program Grant.

[K12 Strong Workforce Program Round 5 MOU v2 - 20230412.pdf](#)

[K12 Strong Workforce Program Foothill Consortium - 20230412.pdf](#)

## **BUSINESS SERVICES**

### **3. 22/23-2125 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$3,929,564.31 issued March 4, 2023, through March 17, 2023, and payments in the amount of \$497,730.11 issued March 8, 2023, through March 22, 2023.

[BA Item 2125\(b-c\) Purchase Order Rpt 4-12-23.pdf](#)

### **4. 22/23-2126 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts, Deposit Report No. 30 through No. 31, deposited March 17, 2023, through March 22, 2023, for a total amount of \$536,277.13.

[BA Item 2126\(b-c\) Deposit Rpt #30-31 4-12-23.pdf](#)

### **5. 22/23-2127 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2127\(b\) Budgetary Transfers 4-12-23.pdf](#)

### **6. 22/23-2128- ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-12.

[Acceptance of Gifts #2023-12 04-12-23.pdf](#)

### **7. 22/23-2129 - PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements Report #13 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts #13.pdf](#)

### **8. 22/23-2130 - FOOD CATERING TRUCK AGREEMENT - KONA ICE**

The Board of Education is requested to approve a food catering truck agreement with Kona Ice for a fundraising event at Mayflower Elementary School in the Monrovia Unified School District.  
[BA Item 2130\(b\) Food Truck Agreement-Kona Ice 4-12-23.pdf](#)

## **HUMAN RESOURCES**

### **9. 22/23-3082 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #14.  
[04122023TravelConference.pdf](#)

### **10. 22/23-3083 - PERSONNEL ASSIGNMENTS**

The Board of Education is requested to approve Personnel Assignments Report #15.  
[BRD REPORT 20230412 Personnel Report 15.pdf](#)

### **11. 22/23-3084 - QUARTERLY UNIFORM COMPLAINT**

The Board of Education is requested to receive a quarterly Williams Uniform Complaint report.  
[3RD QUARTER 2022 UCP Reporting Form.pdf](#)

## **BOARD BUSINESS**

### **12. 22/23-5050 - RETIREMENT OF BOARD BYLAW 9321.1, *CLOSED SESSION ACTION AND REPORTS***

The Board of Education is requested to retire Board Bylaw 9321.1, *Closed Session Actions and Reports*.

### **13. 22/23-5051 - BOARD BYLAW 9320, *MEETINGS AND NOTICES***

The Board of Education is requested to approve Board Bylaw 9320, *Meetings and Notices*, as recommended by the California School Boards Association.  
[9320\\_BB\\_MEETINGS\\_AND\\_NOTICES Updated 03.22.2023.pdf](#)

### **14. 22/23-5052 - BOARD BYLAW 9321, *CLOSED SESSION***

The Board of Education is requested to approve Board Bylaw 9321, *Closed Session*, Board Bylaw 9321, Exhibit 1, and Board Bylaw 9321, Exhibit 2, as recommended by the California School Boards Association.  
[9321\\_BB\\_CLOSED\\_SESSION Updated 03.22.2023 Rev..pdf](#)  
[9321\\_BB\\_Exhibit 1 CLOSED\\_SESSION.pdf](#)  
[9321\\_BB\\_Exhibit 2 CLOSED\\_SESSION.pdf](#)

### **15. 22/23-5053 - BOARD BYLAW 9323, *MEETING CONDUCT***

The Board of Education is requested to approve Board Bylaw 9323, *Meeting Conduct*, as recommended by the California School Boards Association.  
[9323\\_BB\\_MEETING\\_CONDUCT Updated 03.22.2023.pdf](#)

### **16. 22/23-5054 - BOARD BYLAW 9323.2, *ACTIONS BY THE BOARD***

The Board of Education is requested to approve Board Bylaw 9323.2, *Actions by the Board*, 9323.2 Exhibit 1, and 9323.2 Exhibit 2, as recommended by the California School Boards Association.  
[9323.2\\_BB\\_ACTIONS\\_BY\\_THE\\_BOARD Updated 03.22.2023.pdf](#)  
[9323.2\\_BB\\_Exhibit 1 ACTION BY THE BOARD New 03.22.2023.pdf](#)  
[9323.2\\_BB\\_Exhibit 2 ACTION BY THE BOARD New 03.22.2023.pdf](#)

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

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

**1. 22/23-1109 - MEMORANDUM OF UNDERSTANDING BETWEEN PRESCOTT SANCHEZ, INC., DBA HOME INSTEAD PASADENA, AND MONROVIA COMMUNITY ADULT SCHOOL**



The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Prescott Sanchez, Inc., dba Home Instead Pasadena, and Monrovia Community Adult School (MCAS) for the term beginning April 13, 2023, and ending June 30, 2025.

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

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

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

[MCAS and Home Instead MOU 2022-23 SIGNED - REV 3-23-23.pdf](#)

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

### **2. 22/23-2131 - AGREEMENT WITH FACILITRON, INC.**

The Board of Education is requested to approve a service agreement with Facilitron, Inc. to implement an internet website that will provide the District with a web storefront for the presentation and rental of facilities.

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

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

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

[BA Item 2131\(b\) Agreement with Facilitron 4-12-23.pdf](#)

### **3. 22/23-2132 - SERVICE AGREEMENT WITH ARCINA RISK GROUP**

The Board of Education is requested to approve a service agreement with Arcina Risk Group to provide the District with assistance to identify and locate any historic insurance policy that may be responsive to legacy tort matters.

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

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

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

[BA Item 2132\(b\) Service Agreement with Arcina Risk Group 4-12-23.pdf](#)

### **4. 22/23-2133 - SERVICE AGREEMENT WITH INTEGRATED PEST CONTROL MANAGEMENT**

The Board of Education is requested to approve a service agreement with Integrated Pest Management to provide a pest prevention program for our school site kitchens.

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

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

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

[BA Item 2133\(b\) Service Agreement with Integrated Pest Control Management 4-12-23.pdf](#)

### **5. 22/23-2134 - FOOD CATERING AGREEMENT - CHANOS RESTAURANT**

The Board of Education is requested to approve a food catering agreement with Chanos Restaurant for a Staff Appreciation lunch 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 2134\(b\) Food Catering Agreement-Chanos Restaurant 4-12-23.pdf](#)

### **6. 22/23-2135 - PURCHASE AGREEMENT WITH INTELLI-TECH FOR HP CHROMEBOOKS**

The Board of Education is requested to approve the purchase of Chromebooks to sustain a 1:1 Chromebook ratio and support digital literacy and equity for all students.

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

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

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

[BA Item 2135\(b\) Purchase Agreement with Intelli-Tech 4-12-23.pdf](#)

**7. 22/23-2136 - RESOLUTION NO. 2223-19 AUTHORIZING THE ISSUANCE AND SALE OF MONROVIA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2022 ELECTION, 2023 SERIES A**

The Board is requested to adopt Resolution No. 2223-19 Authorizing the Issuance of Monrovia Unified School District General Obligation Bonds, 2022 Election, 2023 Series A.

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

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

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

[BA Item 2136\(b-d\) Resolution No. 2223-19 Authorizing the Issuance and Sale of Monrovia USD General Obligation Bonds 4-12-23.pdf](#)

**K. FUTURE MEETING DATES**

- April 26, 2023; 6:30 p.m. - Regular Board of Education Meeting
- 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

**L. NEW BUSINESS**

Special Education Parent Awareness (S.E.P.A.) Meeting - April 13, 2023; 6:00 pm

Parent Access to Healing and Support (P.A.T.H.S.) Meeting - April 20, 2023; 6:00 pm

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

**OPEN HOUSES**

Bradoaks - Tuesday, April 25, 2023; 6:00 pm

Wild Rose - Tuesday, April 25, 2023; 6:00 pm

**M. 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 OPEN SESSION MEETING

Wednesday, March 22, 2023

6:30 p.m. - Board Room

## UNADOPTED MINUTES

**\*\*Pursuant to Govt. Code Sect. 54953(b), Board President Traci Gholar will participate in tonight's meeting via teleconference at the following location: 7723 SW 79th Drive, Gainesville, FL 32608. 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 REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)

1. Meeting called to order by presiding chairperson, Traci Gholar at 6:32 pm.
2. Pledge of Allegiance by Mayflower Elementary School, Michele Costarella, Principal
3. Roll Call:

Traci Gholar, Board President Present  
Jennifer Anderson, Board Vice-Pres. Present  
Rob Hammond, Board Clerk Present  
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

### B. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.  
Measure MM presentation will be moved to E1, and the Special Education presentation will be moved to E2.

2. Approve the Minutes of the Regular Board of Education Meeting on March 8, 2023  
Motion by Board Member Hammond, seconded by Board Member Anderson, **Vote 5-0**  
Board Member Lockerbie Y, Board Member Travanti Y, Board Member Hammond Y,  
Board Member Anderson Y, Board President Gholar Y.  
[BM Minutes 03.08.2023.pdf](#)

### C. RECOGNITIONS AND COMMUNICATIONS

### 1. Board Member Reports

- Board Member Anderson provided a recap of the Open House that occurred at MHS. She also shared the work being done by the Strategic Planning Committee.
- Board Member Lockerbie shared on the WASC certification happening at MCAS and COHS/Mt. Park.
- Board Member Travanti recognized Student Board Member Emma Nahapetian for committing to Cal Poly Pomona.

### 2. Student Board Member Report

- Student Board Member Emma Nahapetian reported on Open House at MHS, spring sports, Women's History Month for March, and the feminine hygiene drive being sponsored by Avid. She also reported on MHS's Spirit Week, preparations for the Spring Rally being held on April 21 at MHS, and Prom.

### 3. Report from the Superintendent

- Dr. Smith reported on the WASC evaluation happening at MCAS and COHS/Mt. Park. He congratulated Student Board member Emma for committing to Cal Poly Pomona. Dr. Smith shared about the event from CAAASA, celebrating Dr. Francois for outstanding leadership in education. Dr. Smith shared about all the parent graduates from FACTOR parent education. He also shared about the Gala for the Arts, celebrating Julie Clegg. Dr. Smith thanked Patrick Garcia, Jackie Guerrero, and all the volunteers helping to put on this event.

## **D. 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.**

## **E. STAFF PRESENTATIONS**

### **1. MEASURE MM FACILITIES UPDATE**

The Board of Education received a Measure MM Facilities update presented by Assistant Superintendent of Business Services, Jessica Garcia, Tim Carty of Piper Sandler, and Janet Mueller, bond legal counsel.

### **2. SPECIAL EDUCATION UPDATE**

The Board of Education received a Special Education update presented by Alma Ulloa, Executive Director of Special Education, presented.

## **F. CONSENT AGENDA**

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

on the meeting's agenda.

Consent Agenda Item(s) Pulled, if any: None

Approval of Consent Agenda:

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

## **EDUCATIONAL SERVICES**

### **1. 22/23-1104 - AGREEMENT WITH FOOD ED FOR CLIFTON MIDDLE SCHOOL GARDEN BUILD**

The Board of Education is requested to approve an agreement with Food ED to build a garden space at Clifton Middle School to support an integrated garden and food science program for students.

[Food ED Clifton Build Proposal 2023 - 20230322.pdf](#)

## **BUSINESS SERVICES**

### **2. 22/23-2118 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$185,434.49 issued February 18, 2023, through March 3, 2023, and payments in the amount of \$7,581,928.20 issued February 23, 2023, through March 7, 2023.

[Item 2118 Purchase Order Report Revised.pdf](#)

### **3. 22/23-2119 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts, Deposit Report No. 28 through No. 29, deposited February 28, 2023, through March 8, 2023, for a total amount of \$446,832.54.

[BA Item 2119\(b-c\) Deposit Rpt #28-#29 3-22-23.pdf](#)

### **4. 22/23-2120 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2120\(b\) Budgetary Transfers 3-22-23.pdf](#)

### **5. 22/23-2121- ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-11.

[Acceptance of Gifts #2023-11 03-22-23.pdf](#)

### **6. 22/23-2122 - PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements Report #12 for the Monrovia Unified School District 2022-23 SY.

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

## **HUMAN RESOURCES**

### **7. 22/23-3076 - PERSONNEL ASSIGNMENTS**

The Board of Education is requested to approve Personnel Assignments Report #14.

[BRD REPORT 20230322 Classified Report 14.pdf](#)

### **8. 22/23-3077 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #13.

[03222023TravelConference.pdf](#)

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

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

### **1. 22/23-1101 - CONTRACT WITH LANGUAGE TESTING INTERNATIONAL**

The Board of Education is requested to approve a contract with Language Testing International (LTI) for a one-year subscription for Assessment of Performance toward Proficiency in Language.

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

[LTI - AAPPL Spring 2023 \(Revised #2\) V1 - 20230310.pdf](#)

[LTI Privacy Policy.pdf](#)

[LTI Terms and Conditions.pdf](#)

## **2. 22/23-1103 - PUBLIC REVIEW OF RECOMMENDED TEXTBOOK**

The Board of Education is requested to accept for public review the textbook *College Physics for the AP Physics Courses, Third Edition*, by Bedford, Freeman & Worth, for use in the high school science program beginning in the 2023-24 school year before the adoption of the textbook.

- **Board Member Anderson asked that the timeline be extended an additional week due to spring break.**
- **Board Member Hammond asked that for future reference the first day can not include the approval date.**

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

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

### **3. 22/23-2124 - MEMORANDUM OF UNDERSTANDING (MOU) WITH LIQUIDITY SERVICES OPERATIONS, LLC DBA GOVDEALS**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) with Liquidity Operations Services, LLC DBA GovDeals to provide additional online auction resources for the District to facilitate and provide online auction platform services to support and improve District surplus auction marketing, advertising, buyer leads, sales revenue and profit margin activities.

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

[BA Item 2124\(b\) MOU with Liquidity Services Operations, LLC 3-22-23.pdf](#)

## **H. INFORMATION ITEMS**

### **1. BOARD POLICY 4127, TEMPORARY ATHLETIC COACHES, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to receive for Board Policy and Administrative Regulation 4127, *Temporary Athletic Coaches*, as recommended by the California School Boards Association (CSBA).

[BP 4127 Temporary Athletic Team Coaches Board Policy.pdf](#)

[AR 4127 Temporary Athletic Team Coaches Administrative Regulation.pdf](#)

This item will be revised and brought back to Information Items.

### **2. BOARD BYLAW 9320, MEETINGS AND NOTICES**

The Board of Education is requested to receive for first reading Board Bylaw 9320, *Meetings and Notices*, as recommended by the California School Boards Association.

[9320 BB MEETINGS AND NOTICES Updated 03.22.2023.pdf](#)

**This item will be brought to Consent at the next Board meeting.**



### **3. BOARD BYLAW 9321, *CLOSED SESSION***

The Board of Education is requested to receive for first reading Board Bylaw 9321, *Closed Session*, Board Bylaw 9321, Exhibit 1, and Board Bylaw 9321, Exhibit 2, as recommended by the California School Boards Association.

[9321 BB CLOSED SESSION Updated 03.22.2023 Rev..pdf](#)

[9321 BB Exhibit 1 CLOSED SESSION.pdf](#)

[9321 BB Exhibit 2 CLOSED SESSION.pdf](#)

**This item will be brought to Consent at the next Board meeting.**

### **4. BOARD BYLAW 9323, *MEETING CONDUCT***

The Board of Education is requested to receive for first reading Board Bylaw 9323, *Meeting Conduct*, as recommended by the California School Boards Association.

[9323 BB MEETING CONDUCT Updated 03.22.2023.pdf](#)

**This item will be brought to Consent at the next Board meeting.**

### **5. BOARD BYLAW 9323.2, *ACTIONS BY THE BOARD***

The Board of Education is requested to receive for first reading Board Bylaw 9323.2, *Actions by the Board*, 9323.2 Exhibit 1, and 9323.2 Exhibit 2, as recommended by the California School Boards Association.

[9323.2 BB ACTIONS BY THE BOARD Updated 03.22.2023.pdf](#)

[9323.2 BB Exhibit 1 ACTION BY THE BOARD New 03.22.2023.pdf](#)

[9323.2 BB Exhibit 2 ACTION BY THE BOARD New 03.22.2023.pdf](#)

**This item will be brought to Consent at the next Board meeting.**

## **I. FUTURE MEETING DATES**

- April 12, 2023; 6:30 p.m. - Regular Board of Education Meeting
- April 26, 2023; 6:30 p.m. - Regular Board of Education Meeting
- May 10, 2023; 6:30 p.m. - Regular Board of Education Meeting

## **J. NEW BUSINESS**

Monrovia Elementary Olympics - March 30, 2023

Cesar Chavez Day (ALL SITES CLOSED) - March 31, 2023

Spring Break (ALL SITES CLOSED) - April 3, 2023 - April 7, 2023

- **Dr. Puccia invited everyone to the STAR Awards on April 11 at 6 pm.**
- **Board Member Hammond asked Dr. Smith to put a request for a lobbyist to help leverage the money we have.**
- **Board Member Lockerbie asked for an invitation to lunch at the secondary schools be placed on the agenda.**

## **OPEN HOUSES**

Clifton - Thursday, March 23, 2023; 6:00 pm

Mayflower - Tuesday, March 28, 2023; 6:00 pm

Monroe - Tuesday, March 28, 2023; 6:00 pm

Plymouth - Tuesday, March 28, 2023; 6:00 pm

Santa Fe - Wednesday, March 29, 2023; 6:00 pm ***Time updated to 5 pm***

COHS/MP - Wednesday, March 29, 2023; 6:00 pm ***Time updated to 5:30 pm***

CELC - Thursday, March 30, 2023; 5:00 pm

Bradoaks - Tuesday, April 25, 2023; 6:00 pm

Wild Rose - Tuesday, April 25, 2023; 6:00 pm

**K. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 9:27 pm.**

**The meeting was closed in memory of Candace Temple White, mother of MHS teacher Kristin Ford.**

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Ryan D. Smith, Superintendent and Board Secretary

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Rob Hammond, Board Clerk

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1105 - FINAL SETTLEMENT AGREEMENT

#### RECOMMENDATION

The Board of Education is requested to approve a Final Settlement Agreement regarding Student No. 8012673505 dated March 17, 2023.

#### Rationale:

Board approval is required for compensatory services and legal fees of the final settlement agreement, which releases all disputes and claims for Monrovia Unified School District Student No. 8012673505.

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

The total cost of the final settlement agreement is not to exceed \$ 11,975.00.

#### Legal References:

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

#### Additional Information:

A copy of the settlement report is attached.

## ATTACHMENTS

- [Settlement Agreement Agenda Report 6.pdf](#)

\*Agenda Item 22/23-1105  
April 12, 2023

SETTLEMENT AGREEMENTS AND GENERAL RELEASES  
Student No. 8012673505  
Report #6  
OAH Case No. 2022100793

Academic Remediation through NPA	NTE \$4,500.00
Reimbursement to Parents for Counseling Services	NTE \$ 2,475.00
Attorney Fees - Yarijanian and Associates	\$5,000.00

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### **2. 22/23-1106 - MEMORANDUM OF UNDERSTANDING BETWEEN CHARTER OAK UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

## RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Charter Oak Unified School District and Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K-12 Strong Workforce Program Grant.

## Rationale:

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

## Background:

The K-12 Strong Workforce Program Round 5 grant term began on January 1, 2023. The grant term is tied to the associated legislation and state budget term that provided the fund for the grant. This K-12 Strong Workforce Program funding round occurred during the 2022/23 fiscal year. The actual distribution of funds occurs approximately June 2023. Local Educational Agencies (LEAs) have until June 30, 2025, to expend all funds for this grant term.

## Budget Implication (\$ Amount):

For the grant term ending June 30, 2025, the Foothill Consortium has been awarded \$818,333, a portion of which shall be made available to Monrovia Unified School District according to the Budget Allocation of the MOU (\$184,227).

**Legal References:**

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

**Additional Information:**

Copies of the Memorandum of Understanding and Foothill Consortium Budget are attached.

**ATTACHMENTS**

- [K12 Strong Workforce Program Round 5 MOU v2 - 20230412.pdf](#)
- [K12 Strong Workforce Program Foothill Consortium - 20230412.pdf](#)



K12 Strong Workforce Program  
A Memorandum of Understanding

The following is a Memorandum of Understanding (MOU) Between Charter Oak Unified School District (hereinafter referred to as COUSD), and Monrovia Unified School District (hereinafter referred to as "District") concerning the award, allocation and required use of funds confirmed in the K12 Strong Workforce Program (K12 SWP5).

**I. Background**

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

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

**II. Duration of Memorandum of Understanding**

The duration of the MOU will be for the duration of the grant funding term of January 1, 2023 - June 30, 2025 for K12 SWP Round 5 (allocation of funds will begin approximately June, 2023), unless otherwise modified or terminated by either party 30 days following the effective date of such written notice.

**III. Amount Awarded**

For K12 SWP Round 5, the Foothill Consortium has been awarded **\$818,333.00**, a portion of which shall be made available to District (see attachment). The grant payment will be disbursed to the Foothill Consortium Fiscal Lead pursuant to receipt of fully executed Memoranda of Understanding from all members of the Consortium and a signed Grant Award Notification (GAN). All funds must be expended within the dates designated and for not more than the maximum amount indicated on the GAN.

**IV. Responsibilities of the Parties**

**District:**

- Identify one district office individual and one site contact from each participating school to work with COUSD staff in the implementation of career pathways at participating schools.
- Report a 2:1 match for any funding received as follows: two dollars (\$2) for every one dollar (\$1) received [EC § 88828, (c)(1)(A)(B)].
- Submit necessary documents and fiscal reporting, such as financial match report, into NOVA or designated reporting website/system.
- Provide assurance that all funds received shall be used only for the development and maintenance of CTE programs.
- Report and be prepared to show that all local educational agency (LEA) CTE expended funds under accounting goal codes 3800 (Vocational Education) or 6000 Regional Occupational Center and Programs (ROCPs).

**COUSD:**

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

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

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

V. **Additional Provisions**

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

Approved By

Monrovia Unified School District

Charter Oak Unified School District

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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Signature

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Date

\_\_\_\_\_  
Date

## K12 Strong Workforce Program

### Foothill Consortium

The **K12 SWP Round 5** grant term begins January 1, 2023. The grant term is tied to the associated legislation and state budget term that provided the funding for the grant. This round of K12 SWP funding occurred during the 2022-2023 fiscal year. LEAs have until June 30, 2025 to expend all funds for this grant term.

Based on the Budget confirmed herein, all expenditures made by District, and all participating districts, are not to exceed agreed upon budgeted amounts without prior approval of COUSD. All services rendered, materials and products acquired, and all activities falling within budgeted parameters, shall be reported to COUSD quarterly. Districts will receive 70% of their allocation once funds have been released to the fiscal lead by submitting an invoice, with the remaining balance distributed 3 months prior to closeout or once initial funds have been spent, whichever comes first.

	<b>Allocation of funds for term of grant:</b>
	<b>\$818,333</b>
<b>Consortium Expenses</b>	
Foothill Consortium Grant Coordinator \$50K	\$50,000
Admin / Indirect Cost to COUSD Fiscal Lead (estimate 4%)	\$31,424
<b>Total Consortium Expenses</b>	<b>\$81,424</b>
<b>District Member Allocation: Percentage based on district ADA. District member allocation is calculated after Consortium Expenses.</b>	<b>\$736,909</b>
Azusa Unified School District (35%)	<b>\$257,918</b>
Charter Oak Unified School District (25%)	<b>\$184,227</b>
Duarte Unified School District (15%)	<b>\$110,536</b>
Monrovia Unified School District (25%)	<b>\$184,227</b>
<b>Total</b>	<b>\$818,333</b>

Revised 12/6/22

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 3. 22/23-2125 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$3,929,564.31 issued March 4, 2023, through March 17, 2023, and payments in the amount of \$497,730.11 issued March 8, 2023, through March 22, 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 2125\(b-c\) Purchase Order Rpt 4-12-23.pdf](#)

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

**Run Date: 03/22/2023**

**Run Time: 11:26:16 AM**

**Monrovia Unified School District**

**Purchase Order Board List**

**From 03/04/23 - To 03/17/23**

## **Cover Page**

### **Prompts and Parameters**

**From Approval Date:** 3/4/23

**To Approval Date:** 3/17/23

**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
03/07/23	PO1-64790-6000000-2300000000003-5-Modification	4	Open PO Custodial Service Mayflower	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$64,167.29	\$20,887.48
PO1-64790-6000000-2300000000003-5-Modification						Sum:	\$64,167.29	\$20,887.48
03/07/23	PO1-64790-6000000-2300000000241-3-Modification	2	Open PO for Custodial Support at MHS for 2022-23	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$92,212.88	\$46,106.90
PO1-64790-6000000-2300000000241-3-Modification						Sum:	\$92,212.88	\$46,106.90
03/07/23	PO1-64790-6000000-2300000000242-3-Modification	2	Open PO for 2022-23 for Custodial Support at Wild Rose	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$51,869.97	\$23,053.32
PO1-64790-6000000-2300000000242-3-Modification						Sum:	\$51,869.97	\$23,053.32
03/07/23	PO1-64790-6010014-2300000000408-2-Modification	1	Paxton Lab @ Santa Fe	0000223969-PAXTON/PATTERSON	Instructional Services	01.0-63880.0-38000-10000-5841-6010014	\$35,761.04	\$0.00
PO1-64790-6010014-2300000000408-2-Modification						Sum:	\$35,761.04	\$0.00
03/07/23	PO3W-64790-6000000-0-2300000000253-1-New		Fridge for District Office Breakroom	0000312868-CHEFS TOYS LLC	District Wide	01.0-00000.0-00000-72000-4490-6010040	\$3,307.51	\$0.00
PO3W-64790-6000000-2300000000253-1-New						Sum:	\$3,307.51	\$0.00
03/08/23	PO1-64790-6010014-2300000000519-1-New		The Six Shifts Online PD Conference. for interventionist	0000350898-Jan Miller Burkins Consulting LLC	Instructional Services	01.4-07103.0-11100-10000-5220-6001600	\$1,520.00	\$0.00
PO1-64790-6010014-2300000000519-1-New						Sum:	\$1,520.00	\$0.00
03/08/23	PO1-64790-6010015-2300000000521-1-New		Registration for the 4th annual teaching cannabis conference	0000348911-Stanford University School of Medicine	Pupil Services	01.0-66950.0-00000-21500-5220-6010023	\$250.00	\$250.00



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
PO1-64790-6010015-230000000521-1-New						Sum:	\$250.00	\$250.00
03/08/23	PO1-64790-6010015-230000000522-1-New		DHH Services for SpEd Student	0000223919-JOHN TRACY CENTER	Pupil Services	01.0-65000.0-57600-11901-5850-6010015	\$21,000.00	\$20,098.75
PO1-64790-6010015-230000000522-1-New						Sum:	\$21,000.00	\$20,098.75
03/08/23	PO1-64790-6040047-230000000520-1-New		Install wall with door at MHS Psychologist Office	0000324654-New Art Construction	Maintenance	01.0-81500.0-00000-81107-6290-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-230000000520-1-New						Sum:	\$15,000.00	\$15,000.00
03/08/23	PO3W-64790-6010015-230000000260-1-New		Assessment Materials for School Psychologist SRIBEIRO	0000223957-PEARSON EDUCATION	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$2,427.20	\$0.00
PO3W-64790-6010015-230000000260-1-New						Sum:	\$2,427.20	\$0.00
03/08/23	PO3W-64790-6010015-230000000261-1-New		Assessment Materials for School Psychologist SRIBEIRO	0000223981-Western Psychological Services (WPS)	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$272.87	\$272.87
PO3W-64790-6010015-230000000261-1-New						Sum:	\$272.87	\$272.87
03/08/23	PO3W-64790-6010015-230000000262-1-New		Assessment Materials for School Psychologist SRIBEIRO	0000348881-Pro-Ed, Inc.	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$1,435.90	\$1,435.90
PO3W-64790-6010015-230000000262-1-New						Sum:	\$1,435.90	\$1,435.90
03/08/23	PO3W-64790-6010015-230000000263-1-New		Assessment Materials for School Psychologist ASaito LEA	0000223957-PEARSON EDUCATION	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$4,913.28	\$788.01
PO3W-64790-6010015-230000000263-1-New						Sum:	\$4,913.28	\$788.01

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/08/23	PO3W-64790-6010015-2300000000264-1-New		Printer/scanner for SLP- SPED Staff	0000224063-CDW COMPUTER CTRS, INC.	Pupil Services	01.0-65000.0-57600-11901-4340-6010015	\$654.16	\$654.16
PO3W-64790-6010015-2300000000264-1-New						Sum:	\$654.16	\$654.16
03/09/23	PO1-64790-2020000-2300000000523-1-New		Social Emotional Learning (SEL) Training	0000349541-SELebrate Good Times, LLC	Mayflower	01.4-07102.0-11100-10000-5850-2021500	\$6,500.00	\$6,500.00
PO1-64790-2020000-2300000000523-1-New						Sum:	\$6,500.00	\$6,500.00
03/09/23	PO1-64790-6010015-2300000000504-2-Modification	1	AVT Services for SP Ed Student	0000336190-PATHWAYS 2 Speech	Pupil Services	01.0-65000.0-57600-11901-5810-6010015	\$10,200.00	\$1,800.00
PO1-64790-6010015-2300000000504-2-Modification						Sum:	\$10,200.00	\$1,800.00
03/09/23	PO1-64790-6010030-2300000000524-1-New		Open PO for Staffing services - payroll	0000350422-Olympic Staffing Services	Personnel Services	01.0-00000.0-00000-74001-5821-6010030	\$30,000.00	\$28,660.80
PO1-64790-6010030-2300000000524-1-New						Sum:	\$30,000.00	\$28,660.80
03/09/23	PO1-64790-6010030-2300000000525-1-New		Consultant at Clifton MS	0000343188-Marcheta Williams	Personnel Services	01.0-00000.0-00000-74001-5850-6010030	\$20,000.00	\$4,382.05
PO1-64790-6010030-2300000000525-1-New						Sum:	\$20,000.00	\$4,382.05
03/09/23	PO1-64790-6040047-2300000000053-2-Modification	1	Open PO 2022-23 Pool Maint	0000223320-CALIBER COMMERCIAL POOL	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$44,000.00	\$7,506.14
PO1-64790-6040047-2300000000053-2-Modification						Sum:	\$44,000.00	\$7,506.14
03/09/23	PO2W-64790-6010030-2300000000319-1-New		Training prep for staff PD	0000223675-MUSICK, PEELER & GARRETT LLP	Personnel Services	01.0-00000.0-00000-74001-5821-6010030	\$3,412.50	\$3,412.50
PO2W-64790-6010030-2300000000319-1-New						Sum:	\$3,412.50	\$3,412.50

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/09/23	PO3W-64790-2020000-2300000000265-1-New		Intervention Math Materials Mayflower	0000342590-Learning Plus Associates	Mayflower	01.0-30100.0-11100-10030-4310-2020000	\$6,034.59	\$0.00
PO3W-64790-2020000-2300000000265-1-New						Sum:	\$6,034.59	\$0.00
03/09/23	PO3W-64790-6010014-2300000000266-1-New		DI Mandarin Book	0000223395-AMAZON.COM	Instructional Services	01.4-07201.0-11100-10000-4210-6002900	\$68.62	\$0.00
PO3W-64790-6010014-2300000000266-1-New						Sum:	\$68.62	\$0.00
03/09/23	PO3W-64790-6010014-2300000000268-1-New		Haggerty Pre-K Spanish Curriculum 2022	0000341495-Heggerty Phonemic Awareness	Instructional Services	01.0-60530.0-11100-10000-4310-6000000	\$211.95	\$211.95
PO3W-64790-6010014-2300000000268-1-New						Sum:	\$211.95	\$211.95
03/09/23	PO3W-64790-6010015-2300000000267-1-New		Assessment Materials for School Psychologist TA LEA	0000223981-Western Psychological Services (WPS)	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$1,129.68	\$1,129.68
PO3W-64790-6010015-2300000000267-1-New						Sum:	\$1,129.68	\$1,129.68
03/10/23	PO1-64790-4090000-2300000000140-3-Modification	2	Open Purchase Oorder for office supplies for 2022-23 school	0000236666-ODP Business Solutions, LLC	Canyon Oaks	01.0-00000.0-00000-27000-4350-4090000	\$2,500.00	\$629.16
PO1-64790-4090000-2300000000140-3-Modification						Sum:	\$2,500.00	\$629.16
03/10/23	PO1-64790-6010030-2300000000526-1-New		Alliant -services	0000223522-ALLIANT INSURANCE SERVICES, INC.	Personnel Services	01.0-00000.0-00000-74900-5810-6010030	\$19,111.09	\$0.00
PO1-64790-6010030-2300000000526-1-New						Sum:	\$19,111.09	\$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
03/13/23	PO1-64790-6000000-230000000529-1-New		Mail Postage Lease with Quadient Leasing	0000319755-Quadient Leasing USA, Inc.	District Wide	01.0-00000.0-00000-72000-5610-6000000	\$4,113.00	\$4,113.00
PO1-64790-6000000-230000000529-1-New						Sum:	\$4,113.00	\$4,113.00
03/13/23	PO1-64790-6000000-230000000530-1-New		Open PO Sharps & Expired Medication Disposal - District Wide	0000351802-MedWaste Management LLC	District Wide	01.0-32120.0-00000-31400-5890-6000000	\$1,000.00	\$1,000.00
PO1-64790-6000000-230000000530-1-New						Sum:	\$1,000.00	\$1,000.00
03/13/23	PO2W-64790-2020000-2300000000326-1-New		Scholastic Reader Science Subscription	0000224007-SCHOLASTIC INC.	Mayflower	01.4-07102.0-11100-10000-5841-2021500	\$3,249.17	\$3,249.17
PO2W-64790-2020000-2300000000326-1-New						Sum:	\$3,249.17	\$3,249.17
03/13/23	PO2W-64790-6010014-2300000000327-1-New		PBL World 2023 Conference	0000350745-PBLWorks	Instructional Services	01.4-07102.0-11100-10000-5220-6001200	\$28,600.00	\$28,600.00
PO2W-64790-6010014-2300000000327-1-New						Sum:	\$28,600.00	\$28,600.00
03/13/23	PO2W-64790-6010015-2300000000325-1-New		Assessment Materials for School Psychologist ASaito	0000223957-PEARSON EDUCATION	Pupil Services	01.0-65000.0-57600-31200-4310-6010015	\$48.84	\$48.84
PO2W-64790-6010015-2300000000325-1-New						Sum:	\$48.84	\$48.84
03/13/23	PO3W-64790-2010000-2300000000269-1-New		Reading Horizons supplies for K-3rd grade	0000329897-Reading Horizons	Bradoaks	01.4-07102.0-11100-10000-4310-2011400	\$6,498.90	\$6,498.90
PO3W-64790-2010000-2300000000269-1-New						Sum:	\$6,498.90	\$6,498.90
03/13/23	PO3W-64790-6010014-2300000000271-1-New		Resources for School Counselors	0000223395-AMAZON.COM	Instructional Services	01.4-07301.0-00000-31100-4310-6003500	\$96.82	\$0.00
PO3W-64790-6010014-2300000000271-1-New						Sum:	\$96.82	\$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
03/13/23	PO3W-64790-6010014-2300000000273-1-New		Photon Replacement for Carlson at MHS	0000223395-AMAZON.COM	Instructional Services	01.0-63880.0-38000-10000-4310-6010014	\$176.39	\$176.39
PO3W-64790-6010014-2300000000273-1-New						Sum:	\$176.39	\$176.39
03/13/23	PO3W-64790-6010015-2300000000270-1-New		Office Furniture for Sped Department Prog Specs.	0000236666-ODP Business Solutions, LLC	Pupil Services	01.0-65000.0-50010-39000-4450-6010015	\$1,763.98	\$1,763.98
PO3W-64790-6010015-2300000000270-1-New						Sum:	\$1,763.98	\$1,763.98
03/13/23	PO3W-64790-6010015-2300000000274-1-New		Reading Program Materials for Sped Students QUOTE 96517	0000329897-Reading Horizons	Pupil Services	01.0-65360.0-50010-39000-4410-6010015	\$14,985.18	\$14,985.18
PO3W-64790-6010015-2300000000274-1-New						Sum:	\$14,985.18	\$14,985.18
03/13/23	PO3W-64790-6020022-2300000000275-1-New		Equipment for 21st Century Classroom	0000224063-CDW COMPUTER CTRS, INC.	Technology	01.0-00000.0-00000-77000-4340-6020022	\$564.41	\$564.41
PO3W-64790-6020022-2300000000275-1-New						Sum:	\$564.41	\$564.41
03/13/23	PO3W-64790-7100000-2300000000272-2-Cancellation	1	Marquee repair project	0000223373-DAKTRONICS, INC.	Adult Education School	11.0-00000.0-00000-81100-5630-7100000	\$2,017.58	\$0.00
PO3W-64790-7100000-2300000000272-2-Cancellation						Sum:	\$2,017.58	\$0.00
03/14/23	PO1-64790-6010052-2300000000026-2-Modification	1	Open PO for 22/23 SY for Fire Extinguisher Service	0000223935-MARX BROS. FIRE EXTINGUISHER C	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$1,200.00	\$840.00
PO1-64790-6010052-2300000000026-2-Modification						Sum:	\$1,200.00	\$840.00
03/14/23	PO2W-64790-2040000-23000000000328-1-New		Guided Readers Online Subscription (Additional License)	0000223774-GUIDED READERS, INC	Plymouth	01.0-30100.0-11100-10000-5841-2040000	\$153.69	\$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
PO2W-64790-2040000-230000000328-1-New						Sum:	\$153.69	\$0.00
03/14/23	PO2W-64790-6010015-230000000318-2-Modification	1	Tools for Speech Sp Ed Students	0000223557-N2Y LLC	Pupil Services	01.0-65000.0-57600-11901-5841-6010015	\$1,199.95	\$1,199.95
PO2W-64790-6010015-230000000318-2-Modification						Sum:	\$1,199.95	\$1,199.95
03/14/23	PO3W-64790-6010014-2300000000276-1-New		China Sprout Book Order Quote #2833	0000223569-CHINA SPROUT	Instructional Services	01.0-42030.0-11100-10000-4210-6000000	\$3,854.50	\$3,854.50
PO3W-64790-6010014-2300000000276-1-New						Sum:	\$3,854.50	\$3,854.50
03/15/23	PO1-64790-6020022-2300000000534-1-New		MacBook Repair	0000223925-APPLE COMPUTER, INC.	Technology	01.0-00000.0-00000-77000-5840-6020022	\$99.00	\$99.00
PO1-64790-6020022-2300000000534-1-New						Sum:	\$99.00	\$99.00
03/15/23	PO1-64790-6020022-2300000000535-1-New		IPad Repair	0000223925-APPLE COMPUTER, INC.	Technology	01.0-00000.0-00000-77000-5840-6020022	\$49.00	\$0.00
PO1-64790-6020022-2300000000535-1-New						Sum:	\$49.00	\$0.00
03/15/23	PO1-64790-7100000-2300000000533-1-New		Marquee Repair - Adult Ed	0000350496-Quiel School Signs	Adult Education School	11.0-00000.0-00000-81100-5630-7100000	\$3,027.83	\$3,027.83
PO1-64790-7100000-2300000000533-1-New						Sum:	\$3,027.83	\$3,027.83
03/16/23	PO1-64790-2010000-2300000000536-1-New		1st Grade field trip to LA Zoo	0000335239-Los Angeles Zoo	Bradoaks	01.0-90125.0-11100-41000-5881-2010000	\$265.00	\$0.00
PO1-64790-2010000-2300000000536-1-New						Sum:	\$265.00	\$0.00
03/16/23	PO1-64790-6000000-2300000000527-1-New		MHS Camera and Video Surveillance Contract	0000223489-NIC PARTNERS INC.	District Wide	40.0-95500.0-00000-85000-6290-4080000	\$199,953.96	\$199,953.96



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
PO1-64790-6000000-230000000527-1-New						Sum:	\$199,953.96	\$199,953.96
03/16/23	PO1-64790-6000000-230000000528-1-New		Quality-Bidders CUPCCAA and Account-Ability Implementation	0000223907-COLBI TECHNOLOGIES INC.	District Wide	40.0-95500.0-00000-85000-5841-6000000	\$65,000.00	\$65,000.00
PO1-64790-6000000-230000000528-1-New						Sum:	\$65,000.00	\$65,000.00
03/16/23	PO1-64790-6010040-230000000115-2-Modification	1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-2040000	\$1,347.36	\$336.84
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-3060000	\$1,347.36	\$336.84
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-27000-5610-4080000	\$5,389.31	\$1,347.32
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-72000-5610-6010000	\$6,009.24	\$3,987.83
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-00000-72001-5610-6010040	\$1,347.48	\$336.87
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-00000.0-11100-10000-5610-4080000	\$5,389.32	\$1,347.33
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-65000.0-57600-11901-5610-6010015	\$1,347.49	\$336.89

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-81500.0-00000-81100-5610-6040047	\$1,347.48	\$336.87
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	01.0-90501.0-00000-21500-5610-6060024	\$1,347.36	\$336.84
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	11.0-63910.0-00000-21500-5610-7100000	\$2,554.81	\$1,544.29
03/16/23		1	OPEN PO Districtwide Copier Fleet Lease 2 2022-23 (Year 3)	0000223341-WELLS FARGO FINANCIAL LEASING	Business	12.0-61050.0-00010-10000-5610-1650000	\$2,694.72	\$743.64
PO1-64790-6010040-2300000000115-2-Modification						Sum:	\$30,121.93	\$10,991.56
03/16/23	PO1-64790-6010050-2300000000113-2-Modification	1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-2010000	\$6,204.00	\$2,068.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-2020000	\$6,204.00	\$2,068.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-2030000	\$6,204.00	\$2,068.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-2040000	\$9,306.00	\$3,102.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-2050000	\$6,598.48	\$2,068.00

infoAdvantage

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PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-3060000	\$10,080.00	\$5,944.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-3070000	\$10,080.00	\$5,944.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-4080000	\$30,828.00	\$20,267.87
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-4090000	\$3,480.00	\$1,416.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-6000000	\$3,480.00	\$2,656.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-00000.0-00000-82000-5560-6010000	\$2,548.80	\$1,844.80
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	01.0-90501.0-00000-82000-5560-6060024	\$3,096.00	\$1,032.00
03/16/23		1	Athens District Wide Trash Service 22/23	0000223235-ATHENS SERVICES	Warehouse & Purchasing	11.0-00000.0-00000-82000-5560-7100000	\$3,670.35	\$1,032.00
PO1-64790-6010050-230000000113-2-Modification						Sum:	\$101,779.63	\$51,510.67
03/17/23	PO1-64790-6000000-2300000000537-1-New		CELC Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$29,229.70	\$29,229.70
PO1-64790-6000000-2300000000537-1-New						Sum:	\$29,229.70	\$29,229.70

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/17/23	PO1-64790-6000000-230000000538-1-New		Bradoaks Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$193,279.61	\$193,279.61
PO1-64790-6000000-230000000538-1-New						Sum:	\$193,279.61	\$193,279.61
03/17/23	PO1-64790-6000000-230000000539-1-New		Mayflower Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$316,231.56	\$316,231.56
PO1-64790-6000000-230000000539-1-New						Sum:	\$316,231.56	\$316,231.56
03/17/23	PO1-64790-6000000-230000000540-1-New		Monroe Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$210,429.65	\$210,429.65
PO1-64790-6000000-230000000540-1-New						Sum:	\$210,429.65	\$210,429.65
03/17/23	PO1-64790-6000000-230000000541-1-New		Plymouth Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$325,748.40	\$325,748.40
PO1-64790-6000000-230000000541-1-New						Sum:	\$325,748.40	\$325,748.40
03/17/23	PO1-64790-6000000-230000000542-1-New		Wildrose Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$198,822.53	\$198,822.53
PO1-64790-6000000-230000000542-1-New						Sum:	\$198,822.53	\$198,822.53
03/17/23	PO1-64790-6000000-230000000543-1-New		Clifton Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$318,374.60	\$318,374.60
PO1-64790-6000000-230000000543-1-New						Sum:	\$318,374.60	\$318,374.60
03/17/23	PO1-64790-6000000-230000000544-1-New		Santa Fe Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$326,304.39	\$326,304.39
PO1-64790-6000000-230000000544-1-New						Sum:	\$326,304.39	\$326,304.39

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
03/17/23	PO1-64790-6000000-2300000000545-1-New		COHS/Mountain Park Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$100,218.74	\$100,218.74
PO1-64790-6000000-2300000000545-1-New						Sum:	\$100,218.74	\$100,218.74
03/17/23	PO1-64790-6000000-2300000000546-1-New		Monrovia HS Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$967,229.20	\$967,229.20
PO1-64790-6000000-2300000000546-1-New						Sum:	\$967,229.20	\$967,229.20
03/17/23	PO1-64790-6000000-2300000000547-1-New		Warehouse Surplus Classroom Furniture - Tables	0000349852-McDowell-Craig Office Furniture	District Wide	01.6-07102.0-11100-10000-4410-6001200	\$35,916.64	\$35,916.64
PO1-64790-6000000-2300000000547-1-New						Sum:	\$35,916.64	\$35,916.64
							\$3,929,564.31	\$3,602,042.03

**RATIFICATION OF WARRANTS**  
**RECOMMENDED FOR BOARD APPROVAL**  
April 12, 2023

ACCOUNTS PAYABLE:

DATE ISSUED March 8, 2023 through March 22, 2023

Batch Numbers:	624-630	\$	497,730.11
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b>\$</b>	<b><u>497,730.11</u></b>
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# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 4. 22/23-2126 - DISTRICT CASH RECEIPTS

## RECOMMENDATION

The Board of Education is requested to receive District cash receipts, Deposit Report No. 30 through No. 31, deposited March 17, 2023, through March 22, 2023, for a total amount of \$536,277.13.

### 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 #30 through #31 is attached.

## ATTACHMENTS

- [BA Item 2126\(b-c\) Deposit Rpt #30-31 4-12-23.pdf](#)

## DEPOSIT REPORT

3/17/2023

DEP #30

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 2,190.27	Other Local Income
01.0-00000.0-00000-82000-8650-6010040	787.50	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	1,914.00	Leases & Rentals/Labor
01.0-34100.0-00000-00000-8699-0000000	4,089.72	Workability II
01.0-90210.0-00000-00000-8650-4080000	428.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	3,852.00	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	97.95	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	97.95	LKT PAC Rental/MHS
01.0-90501.0-00000-00000-8689-0000000	17,331.10	Village Program/Parent Contributions
01.0-90707.0-00000-00000-8290-0000000	464.57	Medi-Cal
01.0-93100.0-00000-00000-8699-6002200	2,130.25	Donations/AVID
Subtotal	<u>33,383.31</u>	General Fund
11.0-63910.0-00000-00000-8590-0000000	142,802.58	Adult Education Block Grant
Subtotal	<u>142,802.58</u>	Adult Education Fund
12.0-90503.0-00000-00000-8673-1650000	585.70	Tuition Based Preschool
Subtotal	<u>585.70</u>	Child Development Fund
13.0-53100.0-00000-37000-8634-0000000	3,704.70	Food Service Sales
Subtotal	<u>3,704.70</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	27,658.96	Developer Fees
Subtotal	<u>27,658.96</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	9,000.00	LKT PAC Donations
63.0-90221.0-00000-00000-8650-6000028	1,763.10	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	798.50	LKT PAC Rental/Labor
Subtotal	<u>11,561.60</u>	Enterprise Fund
76.0-00000.0-00000-00000-9517-0000000	7,459.87	Voluntary Deductions
76.0-00000.0-00000-00000-9537-0000000	18,013.98	Retirees Health Insurance
76.0-00000.0-00000-00000-9563-0000000	141.63	Voluntary Deductions
Subtotal	<u>25,615.48</u>	Payroll Clearance Fund
Total	<u>\$245,312.33</u>	



## DEPOSIT REPORT

3/22/2023

DEP #31

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	\$ 123,450.13	Federal Reimbursement SNP
13.0-53100.0-00000-37000-8520-0000000	121,376.83	State Reimbursement SNP
13.0-53201.0-00000-37000-8220-0000000	<u>46,137.84</u>	Federal Reimbursement CACFP
Total	<u>\$ 290,964.80</u>	Food Services Fund

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 5. 22/23-2127 - 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 2127\(b\) Budgetary Transfers 4-12-23.pdf](#)

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

Board Report:  
Budget Revision

Board Meeting Date:  
4/12/2023

**GENERAL FUND #01.0**

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

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED FEDERAL RESOURCES</b>			
<b># 30100.0 - ESEA - TITLE I</b>			
<b>BRADOAKS</b>			
Books and Supplies	(\$32,000.00)		
Services/Other Operations	(\$30,892.00)	(\$62,892.00)	2022-23 Budget Allocation
<b>MAYFLOWER</b>			
Services/Other Operations	(\$57,802.00)	(\$57,802.00)	2022-23 Budget Allocation
<b>MONROE</b>			
Books and Supplies	(\$34,242.00)		
Services/Other Operations	(\$10,000.00)	(\$44,242.00)	2022-23 Budget Allocation
<b>PLYMOUTH</b>			
Books and Supplies	(\$35,000.00)		
Services/Other Operations	(\$7,432.00)	(\$42,432.00)	2022-23 Budget Allocation
<b>WILDROSE</b>			
Services/Other Operations	(\$22,526.00)	(\$22,526.00)	2022-23 Budget Allocation
<b>DISTRICTWIDE</b>			
Certificated Salaries	\$49,952.00		
Classified Salaries	\$2,027.00		
Employees' Benefits	\$20,232.00		
Books and Supplies	(\$5,000.00)		
Services/Other Operations	(\$15,000.00)		
Other Outgo	(\$5,825.00)	\$46,386.00	2022-23 Budget Allocation
<b># 31820.0 - CSI SCHOOL IMPROVEMENT FUND</b>			
<b>DISTRICTWIDE</b>			
Certificated Salaries	\$17,280.00		
Employees' Benefits	\$4,262.00		
Books and Supplies	\$108,938.00		
Other Outgo	\$2,680.00	\$133,160.00	2021-22 Carryover
<b># 41270.0 - TITLE IV - ESEA TITLE IV PART A</b>			
Books and Supplies	\$39,880.00		
Services/Other Operations	(\$48,142.00)		
Capital Outlay	\$12,255.00		
Other Outgo	(\$2,220.00)	\$1,773.00	2022-23 Budget Allocation
 Total Restricted Federal Resources	 (\$48,575.00)	 (\$48,575.00)	

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED STATE RESOURCES</b>			
<b># 63870.0 - CTEIG YEAR 7</b>			
Classified Salaries	(\$2.00)		
Books and Supplies	<u>(\$30,506.00)</u>	(\$30,508.00)	2022-23 Budget Allocation
<b># 63880.0 - STRONG WORKFORCE PROGRAM YEAR 4</b>			
Books and Supplies	\$86,501.00		
Services/Other Operations	<u>\$39,561.00</u>	<u>\$126,062.00</u>	2022-23 Budget Allocation
Total Restricted State Resources	<u>\$95,554.00</u>	<u>\$95,554.00</u>	
<b>TOTAL BUDGET REVISION</b>	<u><u>\$46,979.00</u></u>	<u><u>\$46,979.00</u></u>	

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 6. 22/23-2128- ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-12.

#### 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 #2023-12 04-12-23.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Acceptance of Gifts Report No. 2023-12  
Board Meeting 20230412

[illegible]

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 7. 22/23-2129 - PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #13 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 #13.pdf](#)



Monrovia Unified School District  
Professional Service Agreements #13

Agenda Item # 22/23-2129  
April 12, 2023

Name/Company	Services	Amount	Site	Effective Dates	Funding
High Tech High Graduate School of Education	Professional Development immersive school visit for 12 educators.	\$3,000.00	Educational Services	4/18/2023	Supplemental and Concentration Funds
Atkinson, Andelson, Loya, Rudd & Roma (AALRR)	Legal services	Based on hourly rates/services needed	District	4/1/2023 – 3/31/2025	General Fund

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 8. 22/23-2130 - FOOD CATERING TRUCK AGREEMENT - KONA ICE

## RECOMMENDATION

The Board of Education is requested to approve a food catering truck agreement with Kona Ice for a fundraising event at Mayflower Elementary School in the Monrovia Unified School District.

### **Rationale:**

Approval of this agreement will allow Kona Ice to participate in Mayflower Elementary School events and fundraising activities as well as on other campuses as needed.

### **Background:**

Once the Board approves this agreement, it will allow Kona Ice to participate in events and fundraising activities on other campuses as needed.

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

There will be no cost to the District for Kona Ice 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 2130\(b\) Food Truck Agreement-Kona Ice 4-12-23.pdf](#)

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

This agreement is entered into this 12th day of April 2023, by and between Kona Ice hereinafter referred to as "Company," and the Monrovia Unified School District, hereinafter referred to as "District."

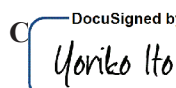
1. Company agrees to provide food catering truck services for the 2022-23 school year for various school sites.

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:  
  
 158DADF561E24F4...

(Authorized Signature)

Kona Ice  
 38 N. Lotus Avenue  
 Pasadena, CA 91107  
 Attn: Yoriko Ito  
 (626) 269-9449

61-1930676

(Social Security or Tax ID Number)

Email: yito@kona-ice.com

**DISTRICT:**

Ryan D. Smith, Superintendent

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

(Date Signed)

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 9. 22/23-3082 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

## RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #14.

## 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

- [04122023TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report # 14

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

- 1/ The National Forum.  
Schools to Watch Annual Conference.  
June 21-24, 2023; Washington D.C.  
Account#: 01.0-00000.0-00000-71100-5220-6000012  
Estimated cost: \$2477.13  
(Registration: \$379.00; Mileage: \$15.00; Meals: \$296.25; Hotel Parking: \$135.00;  
Airport Parking: \$45.00; Lodging: \$856.88; Airfare: \$750.00.)  
  
Jennifer Anderson, Board Vice-President.  
Selene Lockerbie, Board Member.
- 2/ National School Public Relation Association.  
July 14-19, 2023; St. Louis, Missouri.  
Account#: 01.0-00000.0-00000-71100-5220-6000012  
Estimated cost: \$2477.13  
(Registration: \$379.00; Mileage: \$15.00; Meals: \$296.25; Airport Parking: \$45.00;  
Hotel Parking: \$135.00; Lodging: \$856.88; Airfare: \$750.00)  
  
Gustavo Olguin, Public Information Officer.
- 3/ Visit to High Tech High School.  
April 17-18, 2023; Chula Vista, CA.  
Account#: 01.0-00000.0-00000-21500-5220-6000014  
Estimated cost: \$703.61  
(Registration: \$250.00; Mileage: \$189.30; Meals: \$34.00; Lodging: \$230.31)  
  
Greg Francois Ed. D., Deputy Superintendent.  
Heather Gac, Teacher, Santa Fe Computer Science Magnet School.  
Yvonne Koskela, Teacher, Santa Fe Computer Science Magnet School.  
Randy Medina, Teacher, Wild Rose School of Creative Arts.  
Jeanine Pao, Parent.  
Rebecca Perez, Principal, Santa Fe Computer Science Magnet School  
Greg Puccia, Ed. D., Assistant Superintendent, HR.  
Ryan Smith, Ed. D., Superintendent of Schools.  
Traci Gholar, Board President.  
Maritza Travanti, Board Member.

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: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 10. 22/23-3083 - PERSONNEL ASSIGNMENTS

## RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #15.

## 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 20230412 Personnel Report 15.pdf](#)



MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #15

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 #	George	Chang	Substitute Teacher	Employ, as needed	11/17/23-9/30/23	Districwide		G	00000.0	000200	\$190./day	100%
2 #	Vincent	Chung	Substitute Teacher	Employ, as needed	3/22/23-9/30/23	Districwide		G	00000.0	000200	\$190./day	100%
3 #	Ashley	Leone	MS Assistant Principal	Employ	3/27/2023	Clifton		G	00000.0	000619	M/32	100%
4 #	Nathaniel	Maiocco	Substitute Teacher	Employ, as needed	3/10/23-4/28/23	Adult Ed		C	63910.0	000373	\$41.19/hr	100%
5 #	Steven	Nunez	Substitute Teacher	Employ, as needed	3/22/23-9/30/23	Districwide		G	00000.0	000200	\$190./day	100%
6 #	Alexis	Randall	Substitute Teacher	Employ, as needed	3/22/23-9/30/23	Districwide		G	00000.0	000200	\$190./day	100%
7 #	Kristin	Stepp	Substitute Teacher	Employ, as needed	3/3/23-9/30/23	Districwide		G	00000.0	000200	\$190./day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage	
8 #	Mario	Bautista	School Psychologist	CPI training	3/14/23-3/23/23	MHS	NTE: 4 hrs total	C	65000.0	004032	\$68.72/hr	100%
9 #	Hermann	Goss	Teacher	CPI training	3/15/23-3/23/23	Clifton	NTE: 4 hrs total	C	65000.0	003011	\$40/hr	100%
10 #	Kymberly	Hirst	Counselor	Monrovia Showcase	2/16/23-2/16/23	MHS	NTE: 3 hrs. total	C	30100.0	004220	\$40/hr	100%
11 #	Maria	Lomelin	Teacher	After School Reading & Math Intervention	3/21/23-5/23/23	Wild Rose	NTE: 25 hrs. total	C	30100.0	002255	\$40/hr	100%
12 #	Alison	Meloserdoff	Teacher	Femineer Program: Increase hours from 45 hrs originally board approved: 2/08/23	9/1/22-6/30/23	Wild Rose	NTE: 75 hrs. total	C	07303.0	004199	\$40/hr	100%
13 #	Chad	Miller	Teacher	Monrovia Showcase	2/16/23-2/16/23	Adult School	NTE: 3 hrs. total	C	30100.0	003314	\$40/hr	100%
14 #	Swava	Stangel	Teacher	Home Hospital Instruction	3/14/23-6/7/23	MHS	NTE: 5 hrs/week	G	00000.0	000196	\$40/hr	100%
15 #	Tom	Traeger	Teacher	Monrovia Showcase	2/16/23-2/16/23	MHS	NTE: 3 hrs. total	C	30100.0	003314	\$40/hr	100%
16 #	Janette	Wallick	Teacher	Home Hospital Instruction	3/6//23-6/7/23	MHS	NTE: 5 hrs/week	C	65000.0	004106	\$40/hr	100%

**C. Leaves of Absences**

	First Name	Last Name	Classification	Action	Effective	Site
17	Erin	Iler	Teacher	Approve unpaid leave of absence	8/1/23-6/30/24	Wild Rose

#### D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
18	Steve	Garrison	Teacher	Retirement	6/9/2023	MHS
19	David	Hart	Teacher	Retirement	6/9/2023	Santa Fe
20	Eric	Miller	Teacher	Retirement	6/9/2023	MHS
21 *	Tim	Newton	Teacher	Change in voluntary resignation date of 6/8/23, previously approved on board date: 3/8/23	4/22/2023	MHS

#### E. Change Status

		First Name	Last Name	Classification	Action	Effective	Site	Hours	Program		Position	Range	Percentage
22	*	Patrick	Garcia	Director of Expanded, Learning, Enrichment and Arts	Salary range corrected from M/18, previously board approved: 2/22/2023	1/9/2023	Ed Services		C	07303.0			
									C	26000.0	004219	M/39	100%
23	#	Jill	Levengood	Teacher	Position number change	8/15/2022	Bradoaks		G	00000.0	000011	T/005	100%
24	#	Heather	Povinelli	Teacher	Position number change	8/15/2022	Bradoaks		C	30100.0			
									C	07201.0	003276	T/006	100%

#### 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
25 #	Nicole	Aguilar	Volunteer I	Approve	3/22/2023	Bradoaks
26 #	Olivia	Alcala ibarra	Volunteer I	Approve	3/15/2023	Monroe
27 #	Arlene	Arreola	Volunteer I	Approve	3/14/2023	Plymouth, Santa Fe, Village
28 #	Julie	Bank	Volunteer I	Approve	3/24/2023	Clifton, Mayflower, MHS
29 #	Erica	Banuelos	Volunteer I	Approve	3/22/2023	Clifton, Wild Rose
30 #	shelley	Bracamonte	Volunteer I	Approve	3/21/2023	Mayflower
31 #	Mary Ruth	Chavez	Volunteer I	Approve	3/23/2023	Clifton, MHS
32 #	Ryan	Chiechi	Volunteer I	Approve	3/10/2023	Clifton, Mayflower
33 #	Adam	Collins	Volunteer I	Approve	3/21/2023	Wild Rose
34 #	BRENDA	CRUZ	Volunteer I	Approve	3/23/2023	Monroe
35 #	Angel	Davis	Volunteer I	Approve	3/14/2023	Bradoaks, CELC, Clifton
36 #	Eduardo	De La Torre	Volunteer I	Approve	3/21/2023	Clifton, Monroe
37 #	Cyrille Jan	Delos Santos	Volunteer I	Approve	3/17/2023	Wild Rose
38 #	Katherine	Eisenstein	Volunteer I	Approve	3/24/2023	Clifton, Mayflower

**F. Other - Volunteers (Continued)**

		First Name	Last Name	Classification	Action	Effective	Site
39	#	Janet	Fuller	Volunteer I	Approve	3/22/2023	MHS, Plymouth, Santa Fe
40	#	Norma	Garcia	Volunteer I	Approve	3/16/2023	Clifton, Monroe
41	#	Selina	Garcia	Volunteer I	Approve	3/17/2023	MHS
42	#	Curetha	Goodman	Volunteer I	Approve	3/23/2023	Monroe
43	#	Dan	Guadalupe	Volunteer I	Approve	3/23/2023	Mayflower
44	#	Shu-Chi	Huang	Volunteer I	Approve	3/10/2023	Plymouth
45	#	Matthew	Johnson	Volunteer I	Approve	3/17/2023	Bradoaks
46	#	Alejandro	martinez	Volunteer I	Approve	3/21/2023	Bradoaks, Village
47	#	Rosalinda	Mejia	Volunteer I	Approve	3/21/2023	Bradoaks
48	#	Kathleen	Montgomery	Volunteer I	Approve	3/17/2023	Clifton, Mayflower
49	#	Roy	Newton	Volunteer I	Approve	3/14/2023	Monroe
50	#	Zabrina	Ortega	Volunteer I	Approve	3/23/2023	Mayflower
51	#	Kristin	Ritzau	Volunteer I	Approve	3/16/2023	Bradoaks
52	#	Daija	San Filippo	Volunteer I	Approve	3/21/2023	Monroe
53	#	Alexis	Sanchez	Volunteer I	Approve	3/21/2023	Monroe
54	#	Michelle	Yuan	Volunteer I	Approve	3/17/2023	Plymouth

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #15

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	# Sean	Arora	System Analyst	Technology	Employ	\$7632.34/mo	25-S	2	8 hr./d.; 12 mo./yr.	3/28/2023	003846	G 00000.0	100%
2	# Brenda	Gutierrez	Food Service Worker	MHS	Employ	\$16.54/hr.	12	1	3 hr./d.; 9 mo./yr.	3/21/2023	000044	G 53100.0	100%
3	# Carlos	Jimenez	Custodian	Wild Rose	Employ	\$2550.22/mo	21-H	1	6 hr./d.; 12 mo./yr.	3/13/2023	000282	G 00000.0	100%
4	# Brigitte	Lugo	Secretary	Student Support Service	Employ	\$3662.26/mo	24-H	1	8 hr./d.; 12 mo./yr.	3/13/2023	001489	G 00000.0 C 07303.0 C 66950.0	27% 40% 33%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
5	# Maria	Ayala	Provisional Preschool Developmental Aide	CELC	Employ: Provisional assignment to fill a vacancy.	\$21.58/hr.	15	6	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/7/23	000678	C 61050.0	100%
6	# Maria	Beller	Provisional Preschool Developmental Aide	CELC	Employ: Provisional assignment to fill a vacancy.	\$21.58/hr.	15	6	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/7/23	000678	C 61050.0	100%
7	# Mercedes	Casas	Provisional Instructional Aide - Special Education	CELC	Employ: Provisional assignment to fill a vacancy.	\$22.67/hr.	17	6	NTE: 3.5 hours daily; NTE 90 days	3/6/23-6/4/23	002246	C 65000.0	100%
8	# Mercedes	Casas	Provisional Preschool Developmental Aide	CELC	Employ: Provisional assignment to fill a vacancy.	\$21.58/hr.	15	6	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/7/23	000678	C 61050.0	100%
9	# Christine	Caudillo	Provisional Preschool Developmental Aide	CELC	Employ: Provisional assignment to fill a vacancy.	\$23.31/hr.	5-D	6	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/7/23	000678	C 61050.0	100%
10	# Victor	Contreras	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$25.04/hr.	21	6	NTE: 4 hours daily; NTE 90 days.	3/1/23-6/7/23	000137	G 00000.0	100%
11	# Annamarie	De Vries	Substitute Clerical Assistant III	Food Services	Employ: To substitute for Food Services Assistant.	\$19.99/hr.	22	1	NTE: 8 hours daily; NTE 90 days.	3/21/23-6/7/23	004224	C 53100.0	100%
12	# Sergio	Hernandez	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.50/hr.	Flat	Rate	NTE: 75 hours total.	2/1/23-6/30/23	002441	C 34101.0	100%
13	# Sergio	Hernandez	Student Worker	MHS	Employ: WorkAbility	\$15.50/hr.	Flat	Rate	NTE: 75 hours total.	2/1/23-6/30/23	002431	C 65200.0	100%
14	# Diana	Lee	Food Service Manager Extra Hours	Monroe	Employ: Extra hours as needed during the 2022-23 school year.	\$21.58/hr.	21	3	NTE: 8 hours per day.	11/1/22-6/30/23	000755	C 53100.0	100%
15	# Cynthia	Liska	Provisional Instructional Aide - Special Education	CELC	Employ: Provisional assignment to fill a vacancy.	\$22.67/hr.	17	6	NTE: 3.5 hours daily; NTE 90 days	3/6/23-6/4/23	002246	C 65000.0	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
16	#	Christina	Lizardo	Substitute Clerical Assistant II	Fiscal Services	Employ: To substitute in vacant payroll position.	\$23.83/hr.	19	6	NTE: 160 hours total.	2/27/23-6/30/23	002281	G 00000.0	100%
17	#	Joe	Lona	Custodian Extra Hours	MHS	Employ: School events.	\$20.54/hr.	21	2	Hourly, as needed.	3/1/23-6/7/23	000589	G 00000.0	100%
18	#	Brigitte	Lugo	Interpreter	District-wide	Employ: Interpret for Special Education parent meetings, IEPs, Assessments, etc.	\$27.00/hr.	Flat	Rate	Hourly, as needed.	2/23/23-6/30/23	002853	C 65000.0	100%
19	#	Kayla	Monterroza	Provisional Preschool Developmental Aide	CELC	Employ: Provisional assignment to fill a vacancy.	\$20.33/hr.	3-D	4	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/7/23	000678	C 61050.0	100%
20	#	Natalie	Ridley	Provisional Instructional Aide - Special Education	CELC	Employ: Provisional assignment to fill a vacancy.	\$22.67/hr.	17	6	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/4/23	002246	C 65000.0	100%
21	#	Matthew	Roberts	Substitute Custodian	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$24.43/hr.	20	6	NTE: 4 hours daily; NTE 90 days.	3/1/23-6/7/23	000137	G 00000.0	100%
22	#	Hugo	Torres	Personnel Specialist Extra Hours	Human Resources	Employ: Special projects as needed.	\$23.21/hr.	28	1	NTE: 10 hours per week.	1/13/23-6/30/23	003598	G 00000.0	100%
23	#	Nasim	Vaid	Provisional Instructional Aide - Special Education	Monroe	Employ: Provisional assignment to fill a vacancy.	\$21.58/hr.	17	5	NTE: 3 hours daily; NTE 90 days.	3/6/23-6/4/23	002246	C 65000.0	100%
24	#	Christine	Waszut	Instructional Aide - Special Ed. Extra Hours	COHS	Employ: WASC site visit.	\$22.67/hr.	17	6	NTE: 1 hour total.	3/21/2023	003052	C 33100.0	100%
25	#	Leticia	Zapata	Instructional Aide - Kindergarten Extra Hours	Monroe	Employ: Instructional support (ELO).	\$16.83/hr.	15	1	NTE: 69 hours total.	3/15/23-6/7/23	004164	C 32170.0	100%

**C. Leaves of Absence**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	#	Rebecca	Taylor	Health Assistant II	Monroe	Approve: California Family Rights Act (CFRA) leave.	\$3836.45/mo	26	6	6.25 hr./d.; 9 mo./yr.	2/27/23-3/30/23	003658	G 00000.0	100%
27	#	Cecilia	Vega	School Office Manager	Plymouth	Approve: California Family Rights Act (CFRA) leave.	\$4910.35/mo	26	6	8 hr./d.; 10.5 mo./yr.	2/21/23-2/21/24	000797	G 00000.0	100%

**D. Resignations**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
28	#	Javier	Ruiz	Behavior Intervention Specialist	Special Education	Resignation	\$9074.89/mo	26-S	5	8 hr./d.; 11 mo./yr.	4/7/2023	002356	C 65000.0	100%

### E. Changes of Status

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
29	#	Laurie	Burton	Librarian Technician I	Wild Rose	Promotion; reduction in hours; transfer from Plymouth.	\$1668.21/mo	22	6	3 hr./d.; 9 mo./yr.	3/13/2023	000230	G 00000.0	100%
30	#	Adriana	Florio	Custodian	Bradoaks	Voluntary transfer from Monroe.	\$3272.73/mo	21-H	6	6 hr./d.; 12 mo./yr.	3/21/2023	000343	C 00000.0	100%
31	#	Nadia	Medina	Head Custodian I	Wild Rose	Promotion; transfer from Bradoaks.	\$4698.83/mo	24-H	6	8 hr./d.; 12 mo./yr.	3/21/2023	000486	G 00000.0	100%
32	#	Fawntaine	Saxton	Food Service Worker	Wild Rose	Reemployment	\$20.04/hr.	12	6	2.5 hr./d.; 9 mo./yr.	3/15/2023	000959	C 53100.0	100%

### F. Other

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
33	#	Collin	Carrier	Walk-on Coach	MHS	Approve stipend - Boys Frosh Volleyball Head Coach.	\$750. stipend paid over 3 months.	3/1/23-5/31/23	000206	C 00701.0	100%
34	#	Marvin	Fong	Walk-on Coach	MHS	Approve stipend - Boys Varsity Volleyball Head Coach.	\$3,333. stipend paid over 4 months.	2/1/23-5/31/23	000206	C 00701.0	100%
35	#	Brittany	Gilmore	Classified Stipend	MHS	Approve stipend - Spring musical choreography.	\$1,500. stipend paid over 1 month.	3/1/23-3/31/23	000206	C 93100.0	100%
36	#	Erik	Pardo	Walk-on Coach	MHS	Approve stipend - Varsity Swim Assistant Coach.	\$1,557. stipend paid over 3 months.	3/1/23-5/31/23	000206	C 00701.0	100%

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 11. 22/23-3084 - QUARTERLY UNIFORM COMPLAINT

## RECOMMENDATION

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

## Rationale:

This quarterly report to the Board of Education will summarize any complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions for January 1 to March 31, 2023.

## Background:

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

## Additional Information:

A copy of the report is attached.

## ATTACHMENTS

- [3RD QUARTER 2022 UCP Reporting Form.pdf](#)



**Los Angeles County  
Office of Education**  
Serving Students • Supporting Communities  
Leading Educators

## Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2022-2023

District Name: Monrovia Unified School District

Date: 03/30/2023

Person completing this form: Greg Puccia, Ed. D.

Title: Assistant Superintendent, HR.

Quarter covered by this report (Check One Below):

- |   |                          |                 |
|---|--------------------------|-----------------|
| <input type="checkbox"/> 1st QTR            | July 1 to September 30   | Due 14-Oct 2022 |
| <input type="checkbox"/> 2nd QTR            | October 1 to December 31 | Due 13-Jan 2023 |
| <input checked="" type="checkbox"/> 3rd QTR | January 1 to March 31    | Due 14-Apr 2023 |
| <input type="checkbox"/> 4th QTR            | April 1 to June 30       | Due 14-Jul 2023 |

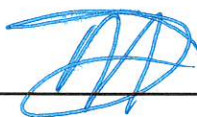
Date for information to be reported publicly at governing board meeting: 04/12/2023

Please check the box that applies:

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

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

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

Signature of District Superintendent 

Date 3-30-2023

Return the **Quarterly Summary** to:  
Williams Legislation Implementation Project  
Los Angeles County Office of Education  
c/o Astrid Gonzalez, Williams Settlement Legislation  
9300 Imperial Highway, ASM/Williams ECW 283  
Downey, CA 90242

Telephone: (562) 922-6393  
FAX: (562) 803-8325  
E-Mail: [Gonzalez\\_Astrid@laoe.edu](mailto:Gonzalez_Astrid@laoe.edu)



# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### **12. 22/23-5050 - RETIREMENT OF BOARD BYLAW 9321.1, *CLOSED SESSION ACTION AND REPORTS***

## RECOMMENDATION

The Board of Education is requested to retire Board Bylaw 9321.1, *Closed Session Actions and Reports*.

## 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 this policy for retirement.

## 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 being retired as recommended by CSBA as Board Bylaw 9321.1, Closed Session Actions and Reports.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 13. 22/23-5051 - BOARD BYLAW 9320, *MEETINGS AND NOTICES*

#### RECOMMENDATION

The Board of Education is requested to approve Board Bylaw 9320, *Meetings and Notices*, 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 9320, Meetings and Notices.

#### Additional Information:

A copy of the reviewed Board Bylaw 9320, Meetings and Notices, is attached.

## ATTACHMENTS

- [9320\\_BB\\_MEETINGS\\_AND\\_NOTICES Updated 03.22.2023.pdf](#)

## **MEETINGS AND NOTICES**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. ~~In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.~~

A Board meeting exists whenever a majority of Board members gather at the same time and ~~place~~ ~~location, including teleconference location as permitted by Government Code 54953,~~ to hear, discuss, ~~or deliberate,~~ ~~or take action~~ upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

~~A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)~~

~~However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)~~

~~In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)~~

~~In accordance with state open meeting laws, the Board shall hold its meetings in public and shall conduct closed sessions during these meetings only to discuss confidential matters specified by law. To encourage community involvement in the schools, meetings shall provide opportunities for questions and comments by members of the public and shall be conducted in accordance with law and Board-adopted bylaws.~~

~~Direct communication, personal intermediaries, and technological devices shall not be used by a majority of Board members to develop a collective concurrence as to an action that members will take on any item of district business.~~

### **Location of Meetings**

~~Meetings shall be held within district boundaries, except when otherwise allowed by law.~~

### **Regarding Meetings Outside District Boundaries**

~~Board meetings may be held outside district boundaries only to:~~

1. ~~Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party.~~
2. ~~Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property.~~
3. ~~Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law.~~
4. ~~Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district.~~
5. ~~Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction.~~
6. ~~Meet in or near a facility owned by the district but located outside the district, provided the meeting is limited to items directly related to that facility.~~
7. ~~Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs.~~
8. ~~Attend conferences on nonadversarial collective bargaining techniques~~
9. ~~Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district.~~
10. ~~Interview a potential employee from another district.~~

#### Accessibility

Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge.

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act.

Meeting notices and agendas shall specify that an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee in writing.

#### Regular Meetings

The Board shall generally hold two (2) regular meetings each month. Regular meetings shall generally be held on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays at 6:30 p.m. at the District Administration Office in the Board Room.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public: **and on the district's website.** (Government Code 54954.2)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

~~If a fire, flood, earthquake or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings.~~

#### Special Meetings

Special meetings of the Board may be called **at any time** by the presiding officer or a majority of the Board members. **However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)**

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. **The notice also shall be posted on the district's website.** The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place **location** of the meeting and the business to be transacted or discussed. ~~;~~ **No other business shall be considered at these this meetings.** (Education Code 35144; Government Code 54956)

**Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)**

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or **after during** the item's consideration. (Government Code 54954.3)

~~Public notice shall be given at least 72 hours before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.~~

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting.

An emergency situation means either of the following:

1. A work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board; or
2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act ~~activity~~, or threatened terrorist ~~act~~ **activity** that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the members of the Board

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. **All telephone numbers provided by the media in the most recent request for notification must be exhausted.** If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president **or designee** shall give such notice at or near the time ~~he/she notifies~~ **notification is given to** the other members of the Board about the meeting. **(Government Code 54956.5)**

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. **(Government Code 54956.5)**

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/**continue** any meeting to a later time and ~~place~~ **location** that shall be specified in the order of adjournment. **Less than a quorum of the Board may adjourn such a meeting.** If no Board members are present, ~~at any regular or adjourned regular meeting,~~ the secretary or the clerk may declare the meeting adjourned to a later time **and place** and shall give notice in the same manner required for special meetings. **(Government Code 54955)**

~~A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment.~~ **Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)**

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Teleconferencing

~~A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video.~~

~~The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call.~~

~~During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries.~~

~~Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public.~~

~~All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location.~~

~~All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.~~

Hearings

~~The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.~~

~~If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.~~

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to ~~state open meeting laws~~ the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part

of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school ~~Boards~~ **board members**
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district ~~or at a legislative body of another local agency.~~
4. **An open and noticed meeting of a legislative body of another local agency**
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

Individual contacts or conversations between a Board member and any other person are not subject to ~~open meeting laws.~~ **the Brown Act. (Government Code 54952.2)**

#### Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district



5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on nonadversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

#### Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3
4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time
5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed
6. If during a Board meeting a disruption occurs which prevents the district from

broadcasting the meeting to members of the public or for members of the public to offer public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person
2. State or local officials continue to impose or recommend measures to promote social distancing

Adopted: February 28, 2007

(Replaces: BB 9510 Regular Meetings)

(Revised: 1984)

(Replaces: BB 9520 Special Meetings)

(Revised: 1984)

(Adopted: 1964)

(Replaces: BB 9530 Emergency Meetings)  
(Revised: 1984)  
(Adopted: 1964)  
(Replaces: BB 9540 Adjourned Meetings)  
(Revised: 1984)  
(Adopted: 1964)

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 14. 22/23-5052 - BOARD BYLAW 9321, *CLOSED SESSION*

#### RECOMMENDATION

The Board of Education is requested to approve Board Bylaw 9321, *Closed Session*, Board Bylaw 9321, Exhibit 1, and Board Bylaw 9321, Exhibit 2, 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 9321, Closed Session.

#### Additional Information:

Copies of the reviewed Board Bylaw 9321, Closed Session, Board Bylaw 9321, Exhibit 1, and Board Bylaw 9321, Exhibit 2 are attached.

## ATTACHMENTS

- [9321\\_BB\\_CLOSED\\_SESSION Updated 03.22.2023 Rev..pdf](#)
- [9321\\_BB\\_Exhibit 1 CLOSED\\_SESSION.pdf](#)
- [9321\\_BB\\_Exhibit 2 CLOSED\\_SESSION.pdf](#)

### **CLOSED SESSION PURPOSES AND AGENDAS**

~~The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law.~~

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.

~~The agenda shall contain a brief general description of all closed session items to be discussed.~~

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

~~In the open session preceding the closed session, the Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement.~~ (Government Code 54957.7)

~~No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.~~

~~In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information.~~

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

Personnel Matters

The Board may hold a closed sessions under the "personnel exception" to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee. ~~These sessions~~ Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

The Board may hold a closed sessions to discuss a district an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the **open meeting requirements of the Brown Act: (Government Code 3549.1)**

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization;
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process;
3. Any hearing, meeting, or investigation conducted by a fact finder or arbitrator;
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives.

The Board may meet in closed session, **prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) with the Board's designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees- , and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose** ~~These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's~~ **Boards designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)**

~~Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.~~

~~For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation.~~

~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees.~~

The Board also may meet in closed session with a state conciliator ~~or a mediator who has intervened in these proceedings-~~ **regarding any of the purposes enumerated in Government Code 54957.6.**



Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

#### Matters Related to Students

~~If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, or any other action against a student, except expulsion, or a challenge to a student record. against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070) it will be honored to the extent that it does not violate the privacy rights of any other student.~~

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

Security Matters

The Board may meet in closed session with the **Governor**, Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. ~~The Board may meet~~ **Such discussions may be held** in closed session during an emergency meeting ~~held~~ **called** pursuant to Government Code 54956.5 ~~to meet with law enforcement officials for the emergency purposes specified in Government Code 54957~~ if agreed to by a two-thirds vote of the Board members present, ~~or, if less than two-thirds of the members are present,~~ **by a unanimous vote of the members present. (Government Code 54956.5, 54957)** ~~then the Board must agree by a unanimous vote of the members present.~~

Agenda items related to **these** security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. **(Government Code 54954.5)**

**The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)**

~~Conference with Real Property Negotiator~~ **Negotiations**

The Board may meet in closed session with ~~the Board's~~ **its** real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of **payment for** the property. **(Government Code 54956.8)**

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), ~~and the property under negotiation, and to specify the person(s)~~ with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. **(Government Code 54956.8)**

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. **(Government Code 54954.5)**

**When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the**

Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

#### Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" ~~includes~~ means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" ~~when~~ in any of the following circumstances exist: (Government Code 54956.9)

1. Litigation to which the Board is a "party" has been initiated formally. (Government Code 54956.9(d)(1))
2. A point has been reached where, in the Board's opinion based on the advice of legal counsel ~~and on~~ regarding "the existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
- e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged

victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation.

~~"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following:~~

- ~~1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.~~
- ~~2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.~~
- ~~3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.~~
- ~~4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.~~
- ~~5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.~~

~~The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.~~

Before holding a closed session pursuant to this section, **the pending litigation exception**, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code ~~54956.9(a)~~, **54956.9 (d)(1)**, the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. **(Government Code 54956.9)**

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." **(Government Code 54954.5)**

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code ~~54956.9(b)~~ 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code ~~54956.9(c)~~ 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable:  
(Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

#### Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim ~~against~~ for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers authority agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which it is a member. , for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the ~~joint powers agency~~ JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the ~~joint powers agency~~ JPA that has direct financial or liability implications for the district. During the district's Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district.~~

Closed session agenda items related to "~~Conference Involving a Joint Powers Agency~~" conferences involving a JPA shall specify the name of the JPA, the closed session description used by the ~~joint powers agency~~ JPA, and the name of the ~~district representative on the joint powers agency board~~ Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from ~~Bureau of State Audits~~ California State Auditor's Office  
Upon receipt of a confidential final draft audit report from the ~~Bureau of State Audits~~ California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the ~~Bureau of State Audits~~ California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the ~~Bureau of State Audits~~ California State Auditor's Office shall state "Audit by ~~Bureau of State Audits~~ California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

#### Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed

session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

Adopted: February 28, 2007

(Replaces: BP 8346 Executive Session)

(Adopted: 1964)

(Replaces: BP 8360 Role of the Board of Education in the Employer-Employee Relations Processes under the Rodda Act)

(Adopted: September 1976)

(Replaces: BB 9650 Closed Session)

(Adopted: 1984)



**BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS**

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

**Personnel Matters**

**PUBLIC EMPLOYEE APPOINTMENT**

Government Code 54957

Title: \_\_\_\_\_ *(Specify position to be filled)*

**PUBLIC EMPLOYMENT**

Government Code 54957

Title: \_\_\_\_\_ *(Specify position to be filled)*

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code 54957

Title: \_\_\_\_\_ *(Specify position of employee being evaluated)*

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code 54957

*(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)*

**SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE**

Government Code 54957

*(No additional information is required.)*

**EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN**

Government Code 54957.10

*(No additional information is required.)*

**Negotiations/Collective Bargaining**

**CONFERENCE WITH LABOR NEGOTIATORS**

Government Code 54957.6

District-designated representatives: \_\_\_\_\_

*(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

Employee organization: \_\_\_\_\_



MONROVIA UNIFIED SCHOOL DISTRICT

*(Specify name of employee organization with which negotiations are being held.)*

or

Unrepresented employee: \_\_\_\_\_

*(Specify position of unrepresented employee who is the subject of the negotiations.)*

**Matters Related to Students**

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Student identification number: \_\_\_\_\_

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT EXPULSION

Education Code 48912

Student identification number: \_\_\_\_\_

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

STUDENT GRADE CHANGE APPEAL

Education Code 49070

Student identification number: \_\_\_\_\_

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

CONFIDENTIAL STUDENT MATTER

Action under consideration: \_\_\_\_\_

*(If the Board is considering a confidential student matter other than those listed above, specify type of action.)*

Student identification number: \_\_\_\_\_

*(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)*

**Security Matters**

THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code 54957

Consultation with: \_\_\_\_\_

*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN

Education Code 32281

Consultation with: \_\_\_\_\_

MONROVIA UNIFIED SCHOOL DISTRICT

*(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)*

**Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: \_\_\_\_\_

*(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)*

District negotiator: \_\_\_\_\_

*(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)*

Negotiating parties: \_\_\_\_\_

*(Specify name of party, not agent.)*

Under negotiation: \_\_\_\_\_

*(Specify whether instruction to negotiator will concern price, terms of payment, or both.)*

**Pending Litigation**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code 54956.9(d)(1)

Name of case: \_\_\_\_\_

*(Specify by reference to claimant's name, names of parties, or case or claim numbers.)*

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION

Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3). Number of potential cases: \_\_\_\_\_

or

Initiation of litigation pursuant to Government Code 54956.9(d)(4).

Number of potential cases: \_\_\_\_\_

If applicable, facts and circumstances: \_\_\_\_\_

*(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that*

MONROVIA UNIFIED SCHOOL DISTRICT

*might result in litigation against the district and that are known to potential plaintiff(s).)*

**Joint Powers Authority Issues**

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Government Code 54956.95

Name of claimant(s): \_\_\_\_\_

*(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)*

Name of agency against which the claim is made: \_\_\_\_\_

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT  
FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Government Code 54956.96

Name of JPA: \_\_\_\_\_

Discussion will concern: \_\_\_\_\_

*(Specify closed session description used by the JPA.)*

Name of district representative on JPA board: \_\_\_\_\_

Names of agencies or titles of representatives attending the closed session as consultants or other  
representatives, if applicable:

\_\_\_\_\_  
\_\_\_\_\_

**Review of Audit from State Auditor's Office**

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE

Government Code 54956.75

*(No additional information is required.)*

**Review of Assessment Instruments**

REVIEW OF STUDENT ASSESSMENT INSTRUMENT

Education Code 60617

The Board is reviewing the contents of an assessment instrument approved or adopted for the  
statewide testing program. Education Code 60617 authorizes a closed session for this purpose in  
order to maintain the confidentiality of the assessment under review.

## REPORTS OF CLOSED SESSION ACTIONS

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

### **Personnel Matters**

Title of position: \_\_\_\_\_

Action taken: \_\_\_\_\_

*(e.g., appointment/employment/evaluation/discipline/dismissal/release)*

Board member votes/abstentions: \_\_\_\_\_

### **Negotiations/Collective Bargaining**

Approval of final agreement with represented employees

Item approved: \_\_\_\_\_

Other party/parties to the negotiation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

### **Matters Related to Students**

*(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)*

### **Security Matters**

Action taken: \_\_\_\_\_

*(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)*

Board member votes/abstentions: \_\_\_\_\_

### **Real Property Negotiations**

Action taken: \_\_\_\_\_

*(Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)*

Substance of the agreement: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

### **Existing Litigation**

Action taken related to existing litigation: \_\_\_\_\_

*(e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)*

Adverse party/parties, if known: \_\_\_\_\_

Substance of the litigation: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**Anticipated Litigation**

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.

*(The report does not need to initially identify the action, defendants, or other details.)*

Board member votes/abstentions: \_\_\_\_\_

**Joint Powers Agency Issues**

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Name of claimant(s): \_\_\_\_\_

Name of agency against which the claim is made: \_\_\_\_\_

Substance of the claim: \_\_\_\_\_

Monetary settlement agreed upon by the claimant: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT  
FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Name of JPA: \_\_\_\_\_

Action taken: \_\_\_\_\_

*(Law does not include any specific disclosures to be reported.)*

Board member votes/abstentions: \_\_\_\_\_

**Review of Audit from State Auditor's Office**

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.

*(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)*

**Review of Assessment Instruments**

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 15. 22/23-5053 - BOARD BYLAW 9323, *MEETING CONDUCT*

## RECOMMENDATION

The Board of Education is requested to approve Board Bylaw 9323, *Meeting Conduct*, 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 9321, Closed Session.

## Additional Information:

A copy of the reviewed Board Bylaw 9323, Meeting Conduct is attached.

## ATTACHMENTS

- [9323\\_BB\\_MEETING\\_CONDUCT Updated 03.22.2023.pdf](#)

## **MEETING CONDUCT**

### **Meeting Procedures**

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and to other persons upon request. in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with ~~(1) State law, (2) Board bylaws and procedures, and (3) Robert's Rules of Order~~ that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently be adjourned to a later date.

### **Quorum and Abstentions**

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

~~A majority of the number of filled positions on the Board constitutes a quorum.~~

~~Unless otherwise provided by law, affirmative votes by a majority of all the membership of the Board are required to approve any action under consideration, regardless of the number of members present.~~

### **Abstentions**

~~The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. Board members who abstain shall provide a reason for abstention. When a member abstains, his/her abstention shall be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.~~

Board Meeting Documents

~~The Board Meeting Agenda will be made available to the public at the time of the meeting, or in advance upon prior request. Documents distributed to the Board by those representing the District shall be made available to the public at the time of distribution. Documents distributed by members of the public to the Board shall be made available following the Board meeting as soon as is reasonably practicable, but no later than the following business day.~~

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. **So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.**

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

4. The Board shall give members of the public an opportunity to address the Board **on any item of interest to the public that is within the subject matter jurisdiction of the Board**, either before or during the Board's consideration of **the** each item. ~~of business to be discussed at regular or special meetings.~~  
**(Education Code 35145.5; Government Code 54954.3)**

2. At a time so designated on the agenda **at a regular meeting**, members of the public may bring before the Board, ~~at a regular meeting~~, matters that are not listed on the agenda. The Board ~~may refer such a matter to the Superintendent or designee or take it under advisement~~, but shall not take **no** action or ~~engage in discussion~~ **on any item not appearing on the posted agenda, except as authorized by law.** **(Education Code 35145.5; Government Code 54954.2)** ~~at that time except as allowed by law. A matter directly related to school district business may be placed on the agenda of a subsequent meeting for action or discussion by the Board, as determined by the Board President and Superintendent. (See "Public Requests for Board Meeting Agenda Topics" section below.)~~

3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board **members** or staff **members** may ask a question for clarification, make a brief announcement, or make a brief report on ~~his/her~~ their own activities. **(Government Code 54954.2)**

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a



subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard it **the item**, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

~~Individual speakers are requested to limit comments to no more than three (3) minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.~~

6. The Board president may rule on the appropriateness of a topic, **subject to the following conditions:**

- a. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.
- b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts or omissions. (Government Code 54954.3)
- ~~c. In addition,~~ The Board may not prohibit public criticism of district employees. **However,** whenever a member of the public initiates specific complaints or charges against an **individual** employee, the Board president shall inform the

complainant ~~of the appropriate complaint procedure. that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957.~~

7. The Board President shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

*Disrupting* means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

*True threat of force* means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

~~If a member of the public who is not present at a Board Meeting instead submits a written statement to the Board requesting that it be read at a Board Meeting, then:~~

- ~~1. The receipt of the correspondence and the correspondent's name will be noted at the "Public Comment" section of the Board Meeting, but the statement will not be read at the Board Meeting.~~
- ~~2. A copy of the statement will be provided to each Board Member and the Superintendent.~~
- ~~3. The correspondence and correspondent will be referenced in the Board Meeting minutes.~~
- ~~4. A copy of the correspondence will be attached to the approved Board Meeting minutes, but not distributed to the public.~~

#### Public Requests for Board Meeting Agenda Topics

~~Members of the public may request to place matters directly related to school district business on an agenda of school district board meeting for Board discussion, pursuant to Government Code 3514.5. Such requests shall be made in writing to the Superintendent or an appointed representative. The Board President and Superintendent shall determine if the matter relates directly to school district business and, if appropriate, when the matter would reasonably be placed on an agenda.~~

#### Disruption of a Public Meeting

~~The Board of Education, while encouraging appropriate participation by the public in Board meetings, is committed to conducting Board business in a safe, secure, non-disruptive environment.~~

~~The Board President shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the President or chair to terminate the privilege of addressing the Board. The Board may remove disruptive individuals and order the room cleared if necessary; in this case, members of the media not participating in the disturbance shall be allowed to remain, and individual(s) not participating in such disturbances may be allowed to remain at the discretion of the Board. If deemed necessary to terminate a disturbance, the Board may recess the Board meeting and vacate the Board Room until order is restored. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda.~~

~~Penal Code 403 states: "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting, not unlawful in its character, other than such as is mentioned in Section 302 of the Penal Code and Section 29440 of the Elections Code, is guilty of a misdemeanor."~~

~~If a member of the public refuses to follow Board guidelines and/or behaves in a disruptive manner, the President of the Board shall:~~

- ~~1. Warn the person to curtail his/her disruptive behavior.~~

~~2. If the disruptive behavior continues, request the person again to end the disruptive behavior, and advise the person that to continue will be a disruption of the meeting in violation of Penal Code 403.~~

~~3. If necessary, again request the person to stop the disruptive behavior and advise that if he/she remains, he/she is deemed to be disturbing the public meeting according to Penal Code 403 and the Board will be forced to call a recess to have him/her removed.~~

~~4. As necessary, announce that because the person will not cease his/her disruptive behavior, the meeting is determined to be disturbed, and therefore, will be in recess until the disruptive person is removed.~~

~~5. If necessary, call for police assistance.~~

#### Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

~~The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph or tape record open meetings without causing a distraction.~~

~~If the Board finds that noise, illumination or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board.~~

Revised: August 12, 2009

(Revised: February 11, 2009)

(Adopted: February 28, 2007)

(Replaces: BB 9512 Public Sessions)

(Revised: 1984)

(Replaces: BB 9512.2 Disruption of a Public Meeting)

(Adopted: June 2004)

(Replaces: BB 9620 Order of Business – Parliamentary Procedure)

(Revised: 1984)

(Adopted: 1964)

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 16. 22/23-5054 - BOARD BYLAW 9323.2, *ACTIONS BY THE BOARD*

## RECOMMENDATION

The Board of Education is requested to approve Board Bylaw 9323.2, *Actions by the Board*, 9323.2 Exhibit 1, and 9323.2 Exhibit 2, 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 9323.2, Actions by the Board, 9323.2 Exhibit 1, and 9323.2 Exhibit 2.

## Additional Information:

Copy of the reviewed Board Bylaw 9323.2, Actions by the Board, 9323.2 Exhibit 1, and 9323.2 Exhibit 2, are attached.

## ATTACHMENTS

- [9323.2\\_BB\\_ACTIONS\\_BY\\_THE\\_BOARD Updated 03.22.2023.pdf](#)
- [9323.2\\_BB\\_Exhibit 1 ACTION BY THE BOARD New 03.22.2023.pdf](#)
- [9323.2\\_BB\\_Exhibit 2 ACTION BY THE BOARD New 03.22.2023.pdf](#)

### **ACTIONS BY THE BOARD**

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

#### **Action on Non-Agenda Items**

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

~~The Board may take action in a regular meeting on a subject not listed on the published agenda only when it publicly identifies the item to be acted upon in conjunction with one of the following circumstances:~~

1. ~~When a majority of the Board, by majority vote of its members, determines that the action responds to an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5.~~
2. ~~When two-thirds of the members present, The Board determines, either by a two-thirds majority vote of the members present at the meeting or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted. posting of the agenda.~~
3. ~~When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier. The matter was properly posted for a previous meeting occurring not more than five days earlier and was continued to the meeting at which action is being taken.~~

~~The Board shall not take action by secret ballot, whether preliminary or final. Actions taken by the Board in open session shall be recorded in the Board minutes.~~

Challenging Board Actions

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act
2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions
3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
  - a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
  - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
  - c. The action is brought within the time required by Government Code 54960.2.
4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression
5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)



## 6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

~~Any demand by the district attorney's office or any interested person to correct a Board action shall be presented to the Board in writing within 90 days of the date when the action was taken. Such demand shall allege a violation of any of the following:~~

- ~~1. Government Code 54953, regarding open meeting and teleconferencing~~
- ~~2. Government Code 54954.5, regarding closed session item descriptions~~
- ~~3. Government Code 54954.6, regarding new or increased tax assessments~~
- ~~4. Government Code 54956, regarding special meetings~~
- ~~5. Government Code 54956.5, regarding emergency meetings~~

~~If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place.~~

~~Any demand to "cure and correct" an alleged violation shall clearly describe the challenged action and the nature of the alleged violation.~~

~~Within 30 days of receiving the demand, the Board shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct. If the Board decides to not cure or correct the challenged action, the demanding party shall~~

~~be informed in writing of that decision.~~

~~If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.~~

Actions Requiring a Two-Thirds Vote of the Board

~~The following actions require a two-thirds vote of the Board:~~

- ~~1. Resolution declaring intention to sell or lease real property~~
- ~~2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556.~~
- ~~3. Resolution authorizing and directing the Board president to execute a deed of dedication or conveyance of property to the state or a political subdivision.~~
- ~~4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable.~~
- ~~5. Temporary borrowing before receipt of fiscal income, if implemented pursuant to Government Code 53820-53833. [Only a majority vote of the Board is required for temporary borrowing pursuant to Government Code 53850-53858]~~
- ~~6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, ordering city or county zoning ordinances inapplicable to a proposed use of the property by the district.~~
- ~~7. Resolution to transfer excess local funds from a deferred maintenance fund when state funds are insufficient to match local funds being held in the deferred maintenance fund.~~
- ~~8. For districts desiring to operate a community day school on an existing school site to serve grades K-6 (and no higher), certification that satisfactory alternative facilities are not available for a community day school.~~
- ~~9. Resolution to issue general obligation bonds with the approval of 55 percent of the voters of the district.~~

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting

~~The following actions require a two-thirds vote of the Board Members present:~~

- ~~1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required.~~
- ~~2. Determination that a closed session is necessary during an emergency~~

~~meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required.~~

~~Actions Requiring a Four-Fifths Vote of the Board~~

~~The following actions require a four-fifths vote of the Board:~~

~~1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack or sabotage, or to provide for adequate national or local defense.~~

~~2. Adoption of a resolution, between July 15 and August 30, to borrow funds of up to 25% of the estimated income and revenue to be received by the district during the fiscal year from apportionments based on ADA for the preceding year.~~

~~Actions Requiring a Unanimous Vote of the Board~~

~~The following actions require a unanimous vote of the Board:~~

~~1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas.~~

~~2. Waiver of the competitive bid process when the Board determines that an emergency exists.~~

~~Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:~~

~~1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of its sale.~~

Adopted: February 28, 2007

(Replaces: BB 9610 Quorum of the Board)

(Revised: 1984)

(Adopted: 1964)

(Replaces: BB 9620 Order of Business – Parliamentary Procedure)

(Revised: 1984)

(Adopted: 1964)

**ACTIONS REQUIRING A SUPER MAJORITY VOTE**

**Actions Requiring a Two-Thirds Vote of the Board**

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)
7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)
8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)
10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)
11. Resolution to place a parcel tax on the ballot (Government Code 53724)

## MONROVIA UNIFIED SCHOOL DISTRICT

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)
13. When the district has a three-member Board and has adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act (UPCCAA), action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

**Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting**

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

**Actions Requiring a Four-Fifths Vote of the Board**

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)
4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary

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equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the UPCCAA for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

**Action Requiring a Four-Fifths Vote of the Board Members Present at the Meeting**

A four-fifths vote of the Board members present at the meeting shall be required to approve the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense. (Government Code 53790-53792)

**Actions Requiring a Unanimous Vote of the Board**

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

**Action Requiring a Unanimous Vote of the Board Members Present at the Meeting**

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

**UNCONDITIONAL COMMITMENT LETTER**

To: (Name of district attorney or any interested person)

The Governing Board of (name of school district) has received your cease and desist letter dated (date) alleging that the following past action taken by the Board violates the Ralph M. Brown Act:

*(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)

(Title of Board President or other designee)

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1109 - MEMORANDUM OF UNDERSTANDING BETWEEN PRESCOTT SANCHEZ, INC., DBA HOME INSTEAD PASADENA, AND MONROVIA COMMUNITY ADULT SCHOOL

## RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Prescott Sanchez, Inc., dba Home Instead Pasadena, and Monrovia Community Adult School (MCAS) for the term beginning April 13, 2023, and ending June 30, 2025.

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

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

## Rationale:

Monrovia Community Adult School (MCAS) partners with Home Instead Pasadena (HIP), who delivers the Direct Care Worker Equity Through Training and Peer Mentoring Program, by providing classroom space and support for training Home Care Aides in exchange for fees. HIP recently received grant funding from the State of California for the Direct Care Worker Equity Through Training and Peer Mentoring Program and they desire to partner with MCAS using grant funds. The partnership primarily allows HIP to use classroom space at MCAS for training HIP new hires and employees. By using classroom space at MCAS, HIP will extend the regional area from which to pull students for program training. HIP is agreeing to pay more than a fair amount in fees for use of MCAS classrooms and is entirely financially responsible for faculty and all liability insurances.

## Background:

MCAS has had a long history of working with Home Instead Pasadena providing training for students who then go to work for the organization. HIP is also the franchise owner for Home Instead Monrovia and has hired local Monroviaans trained by MCAS, who can then work in Monrovia. Thus, this MOU is simply a formal partnership extending what has already been a productive MCAS relationship with a local business that has hired its students.

## Budget Implication (\$ Amount):

There is no cost to Monrovia Unified School District (MUSD). MUSD will earn fees paid by HIP, increasing revenue for MCAS. Further, the partnership will also increase enrollment for MCAS.

## 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**

- [MCAS and Home Instead MOU 2022-23 SIGNED - REV 3-23-23.pdf](#)

## **MEMORANDUM OF UNDERSTANDING – PARTNERSHIP AGREEMENT FOR MONROVIA UNIFIED SCHOOL DISTRICT AND PRESCOTT SANCHEZ, INC.**

The Monrovia Unified School HIP (herein “MUSD”) and Prescott Sanchez, Inc. DBA Home Instead Pasadena (herein “HIP”) agree to the following Partnership Agreement (herein "Agreement") with respect to MUSD assisting HIP with delivering the Direct Care Worker Equity Through Training & Peer Mentoring Program (herein “Program”).

### **I. MUSD RESPONSIBILITIES**

#### **A. Program Goal**

The Program addresses the need for more individuals of diverse backgrounds to enter the non-medical home care aide career path to support the rapidly growing aging adult population in California. MUSD agrees to support the goal of the Program: to reduce barriers to home care aid training participation and job turnover by offering a structured training and peer mentoring program with financial support to address key challenges that most direct care workers face in starting a career in non-medical home care.

#### **B. Services Provided by MUSD**

MUSD will allow HIP training staff to teach its core training program on the campus of Monrovia Community Adult School (herein “MCAS”) and end each cohort with a job placement session. MCAS will allow HIP training staff to access a classroom and all hands-on healthcare training equipment on its campus. This equipment includes, but is not limited to: hospital beds, training mannequins, blankets, pillows, towels, wheel chairs, walkers, food service trays, scales, blood pressure cuffs, stethoscopes, and audio/visual equipment among others.

#### **C. MCAS Enrollment**

MCAS will enroll all eligible Program participants as its students.

#### **D. Use of MUSD Services for Program is Non-binding**

HIP is under no binding contract to utilize MUSD services for the Program. The Agreement only pertains to those Program cohorts for which both the HIP and MUSD mutually decide upon to pursue. The decision on which Program to pursue will come from communication and collaboration between MUSD and HIP representatives. Once Program cohort dates have been mutually agreed upon, the Agreement dictates terms between the parties to administer an effective Program and provide successful student outcomes for HIP and MUSD.

#### **E. Length of Program**

The length of the Program is five (5) days and 40 hours. MUSD will provide classrooms and equipment for the entire length of the Program.

#### **F. Locale for Program**

The Program is offered on the MCAS campus. The address is below:

920 South Mountain Avenue  
Monrovia, CA 91016

#### **G. Coordinator for the Program**

MUSD will provide a program coordinator/director that will serve as the contact to the HIP and work with the identified HIP administrator to ensure the Program runs smoothly and all requirements for the Program are met.

#### **H. Documentation**

MUSD will provide HIP with all required documentation and forms in a timely

manner, when requested, including, but not limited to: course outlines of record, applications, registration materials, attendance sheets, instructor credentials, and other documents as required by HIP or any other regulatory body.

I. Marketing and Outreach

MCAS will collaborate with HIP to increase Program enrollment. MCAS will engage in outreach to its network including reasonable marketing efforts.

J. Public Access

MUSD will ensure that Program courses offered pursuant to this Agreement are fully open to the public, are so advertised and are held during hours in which the campus is not specifically closed to the public.

II. HIP RESPONSIBILITIES

A. HIP Administrator

HIP will name an administrator to serve as the contact to MUSD.

B. Reimbursement

HIP agrees to reimburse MUSD \$2000 for each 5-day session to cover the cost of classroom use. HIP agrees to pay MUSD invoices in a timely fashion.

C. Course Supplies

HIP agrees to provide all expendable course supplies through its grant funding.

D. Employment of Instructors / Substitutes for Program

HIP will select and hire all Program instructors and ensure that instructors meet the minimum qualifications and industry expertise to provide CTE course instruction required for the Program. All instructors will be exclusive employees of HIP and will be subject solely to its direction, control, compensation, and discharge. HIP will bear all liabilities and expenses imposed by law or contract incident to such employment, including, but not limited to, workers' compensation insurance, unemployment insurance, Social Security contributions, and tax withholdings. HIP will hire all substitutes, ensure they meet the minimum qualifications and pay them accordingly.

E. Instructor Supervision of Program Students

HIP will ensure that all students in the Program are under the immediate supervision of HIP's instructors at all times during class.

F. Daily Attendance

HIP is required to keep Program attendance using its designated attendance management solution. Attendance sheets must be signed by HIP instructor and every enrolled student to verify daily attendance hours and attendance total for the session for each Program. HIP agrees to provide MUSD with properly signed attendance records for all students in the Program at the end of the 5-day course in a timely fashion.

G. Registration

HIP agrees to take responsibility for initial registration of all Program students. HIP agrees to provide timely Program enrollment records so that MUSD can get students registered in its systems.

### III. GENERAL PROVISIONS

#### A. School Policies and Procedures

HIP will ensure that each Program student is aware of and understands all applicable MUSD policies and procedures and will require each student to conform to all such policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of HIP and MUSD.

#### B. Confidentiality

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of HIP and MUSD will remain strictly confidential and will not be disclosed without prior written consent of the other party.

HIP is responsible for respecting and maintaining the privacy and confidentiality of all student information and records which it may receive or have access to pursuant to this Agreement. HIP will notify Program students that the school complies with the terms and conditions of all applicable confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Regulations promulgated thereunder (20 U.S.C. §12329; 34 C.F.R. Part 99); California Education Code §49060 et seq. (pupil records); California Welfare & Institutions Code §§ 300 and 600 et seq.; §827 Juvenile justice system records); California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and 42 U.S.C. §§290dd-2: (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 -164), as amended from time to time.

#### C. Entire Agreement: Amendment

This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and will supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

#### D. Indemnification

1. MUSD will hold harmless, defend and indemnify the HIP, its officers, agents, and employees for any claim for damages resulting from the acts or omissions of the MCAS, its officers, agents, employees, and students with respect to the training program.
2. The HIP will hold harmless, defend and indemnify MCAS, its officers, agents, and employees for any claim for damages resulting from the acts or omissions of the HIP, its officers, agents, and employees with respect to the training program.

#### E. Liability Insurance for Both MUSD and HIP

1. HIP will procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by HIP and HIP's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
  - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.

- b. Professional Liability (Errors and Omissions) Insurance appropriate to HIP's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
    - c. If HIP uses any automobile in connection with its business activities, HIP must have Automobile Liability Coverage: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if HIP has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
    - d. Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for HIP employees.
  - 2. MUSD will procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by MUSD and MUSD's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
    - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence.
    - b. Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for HIP employees.
- F. Governing Law
 

This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement will be instituted and prosecuted only in a court of proper jurisdiction in Los Angeles County, California.
- G. Non-Discrimination
 

Neither party will discriminate against any Program student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

#### IV. DATES AND RESPONSIBLE PERSONNEL

An Action Plan with dates and responsible personnel will be fully developed and made available to all pertinent parties. Responsible parties are below:

Action Plan Dates and Responsible Personnel	TBD
MUSD Program Director	Flint Fertig, Director
HIP Administrator	Dr. Gregory Sanchez, President

This Memorandum of Understanding (MOU) is effective beginning April 13, 2023 and effective until June 30, 2025.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date of \_\_\_\_\_.

PRESCOTT SANCHEZ, INC.



\_\_\_\_\_  
Greg Sanchez  
President

Date 3/23/2023

MONROVIA UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Jessica Garcia  
Assistant Superintendent of Business Services

Date \_\_\_\_\_

\_\_\_\_\_  
Ryan Smith  
Superintendent

Date \_\_\_\_\_

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 2. 22/23-2131 - AGREEMENT WITH FACILITRON, INC.

#### RECOMMENDATION

The Board of Education is requested to approve a service agreement with Facilitron, Inc. to implement an internet website that will provide the District with a web storefront for the presentation and rental of facilities.

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

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

#### Rationale:

Approval of an online platform designed to manage both rentals and internal schedules and requests. This new platform will allow for a more flexible and transparent operating system while minimizing any delays in scheduling requests, both internal and external. This hosted website will replace the District's current facility use process with a mechanized system. This cloud-based platform will help to eliminate schedule conflicts. Included in the Facilitron agreement is an annual Real-Data Cost Analysis which compares the actual costs to operate the facilities with the actual fees charged to groups. This data will allow for annual cost-gap comparison for each facility.

#### Background:

Facilitron is a facility management software for Educational Institutions and Municipalities. Facilitron, Inc. provides a complete set of tools that will allow the District to manage facility rentals in one place. The District will list spaces on Facilitron's public space marketplace, manage prices, availability, and requests, view payments, permits, and insurance, and communicate with renters in one system. Facilitron will also include services such as insurance verification, invoicing, collections, and refunds. Facilitron provides customer support teams who handle renter assistance.

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

The cost is based on a commission of 10% of the total Fee amount per transaction which shall be deducted from the payment. Facilitron shall remit all collected Client Fee payments for completed rentals, minus applicable commission and any End User refunds, to the District on a monthly basis. In the event that the total Client Fee payments for completed rentals during a 12-months period (the "Actual Rental Volume") are less than \$100,000 (the "Minimum Rental Volume") the District agrees to pay Facilitron 10% of the difference between the Minimum Rental Volume and the Actual Rental Volume.

#### 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 2131\(b\) Agreement with Facilitron 4-12-23.pdf](#)



**Monrovia Unified School District and Facilitron, Inc.**  
**Online Facilities Rental Storefront Agreement**

This Online Facilities Rental Storefront Agreement (this "Agreement") is made and entered into as of April 12, 2023 (the "Effective Date"), by and between Monrovia Unified School District (the "Client"), and Facilitron, Inc., a Delaware corporation (the "Company") operating legally within the State of California and County of Los Angeles. The Client and the Company may be referred to herein individually as a "Party" and collectively as the "Parties".

**W I T N E S S E T H**

A. WHEREAS, the Company is the operator of an Internet website that provides its customers with a web storefront for the presentation and rental of facilities; and

B. WHEREAS, the Client desires to present and rent its facilities on a web storefront hosted by the Company ("the "Client Facilities Rental Storefront") upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**A G R E E M E N T**

1. **Definitions.** As used in this Agreement, the following terms, when capitalized, shall have the following meanings:

(a) **"Company Site"** shall mean the Company's website maintained at [www.facilitron.com](http://www.facilitron.com) and any successor or supplemental locations.

(b) **"Client Site"** shall mean Client's website maintained at: [www.monroviaschools.net](http://www.monroviaschools.net) and any successor or supplemental locations.

(c) **"End Users"** shall mean individuals or outside group representatives as well as any employee, contractor or agent of Client who uses the Online Facilities Rental Storefront to rent Client Facilities. MUSD internal customer sites and department are the first priority for rental booking operations and scheduling.

(d) **"Client Facilities"** shall mean the facilities that the Client intends to rent.

(e) **"Online Facilities Rental Storefront"** shall mean the website and e-commerce platform on the Company Site provided to Client by the Company for the purpose of renting Client Facilities to End-Users ([www.facilitron.com/musd91016](http://www.facilitron.com/musd91016) and any successor or supplemental locations).

(f) **"Services"** shall mean the act of setting up and populating Online Facilities Rental Storefront and Client Facilities for presentation and rental, providing additional offerings facilitating rental transactions, such as liability insurance, taking rental orders, processing of payments and disbursements, and providing customer support.

(g) **“Transaction”** as used in the Exhibit “A” herein shall mean the total of each reservation that an End-User makes by using the Online Facilities Rental Storefront. For example, if a reservation is made that includes twenty (20) uses of a Client Facility, the “Transaction” will be the total costs associated with all twenty (20) uses.

2. Grant of Rights.

(a) Grant of Rights to Company. The Client hereby grants Company the non-exclusive right to present and rent Client Facilities to End-Users in accordance with the provisions of this Agreement during the Term.

(b) Appointment of the Company as Limited Payment Collection Agent for the Client. The Client hereby appoints Company as the Client’s limited payment collection agent solely for the purpose of accepting rental and service payments from End Users. The Client agrees that payment made by an End User through Company, shall be considered the same as a payment made directly to the Client, and the Client will make the facilities and services available to the End User in the agreed-upon manner as if the Client has received the fees. The Client agrees that Company may, in accordance with the cancellation policy selected by the Client (i) permit the End User to cancel the booking and (ii) refund (via Company) to the End User that portion of the fees specified in the applicable cancellation policy. The Client understands that Company accepts payments from End Users as the Client’s limited payment collection agent and that Company’s obligation to pay the Client is subject to and conditioned upon successful receipt of the associated payments from End Users. In accepting appointment as the limited authorized agent of the Client, the Company assumes no liability for any acts or omissions of the Client.

(c) Pricing and Payment Terms. The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”). **Company shall withhold a commission from the Client or charge End Users a service fee, as determined by the Client pursuant to Exhibit “A”, which is attached hereto and incorporated herein by reference.** Notwithstanding the foregoing, in no event shall the aggregate fees to be charged to End Users exceed those limits set forth in California law or Client’s board policies. Company shall remit all collected Client Fee payments for completed rentals minus any applicable commission and any End User refunds by a check to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.

(d) Audit. Upon at least ten (10) calendar days prior written demand to Company, the Client shall have the right, at its own cost and expense, to audit Company’s books, records, and accounts for the sole purpose of verifying payments reported under Section 2(c). Company shall provide all such relevant books, records, and accounts to Client upon such demand. If Client (through its certified public accountant or other appropriate auditor) concludes that additional amounts were owed during the audited period, the Company shall pay such additional amounts within thirty (30) calendar days of the date the Client delivers to Company such accounting firm’s written report so concluding. The fees charged by such accounting firm shall be paid by the Client; provided, however, if the audit discloses that the payments payable by Company for such period are more than thirty percent (30%) of the amounts actually paid for

such period, then the Company shall pay the reasonable fees and expenses charged by such accounting firm in addition to any additional amounts owed.

3. Scope of Services.

Company shall be responsible for (a) designing and hosting facility rental websites equipped with rental application and payment processing for each facility, (b) maintaining the websites and calendar to ensure that the sites are functionable and usable, (c) providing PCI compliant payment processing, (d) providing account management and customer service personnel as are reasonably necessary to perform, maintain and manage the Services, (e) coordinating all administrative functions associated with the Services, and (f) conducting any other operations reasonably necessary to perform the Services. Company shall furnish annually a cyber-security upgrade report outlining cyber-security and electronic information protection upgrades and enhancements completed during the life of the contract. Company shall comply with all industry standards, any Client rules and regulations concerning the use of Client Facilities, Client's reasonable requests, and all applicable law.

4. Client Obligations.

(a) Solely for purposes of conducting the Services, Client shall use commercially reasonable efforts to assist Company in performing the Services by providing access to its staff, facilities, and updated rental availability data in a timely manner.

(b) The Client shall use commercially reasonable efforts to provide on its website and other communications, at its discretion, instructions, links, and other information to promote the Services therein.

5. No Transfer of Intellectual Property Rights. The Client and the Company acknowledge and agree that no transfer of any proprietary technology, inventions, developments, improvements, art, ideas, art form, or the like, including, but not limited to patents, patent applications, trademarks, copyrights or trade secrets (collectively, "Intellectual Property"), is intended in connection with this Agreement. Each Party's ownership interest in any Intellectual Property owned or licensed by such Party as of the date of this Agreement or acquired by it during the Term of this Agreement is not, and shall not be affected by the terms of this Agreement.

6. Trademarks: Client Marks and Company Marks.

(a) Subject to the terms and conditions of this Agreement, the Client grants Company a nonexclusive, non-transferable, revocable license to use the Client's trademarks ("Client Marks") solely on the Online Facilities Rental Storefront and in connection with any promotions, marketing and press releases relating to the Services contemplated under this Agreement. The Client Marks are, and shall remain, the sole property of Client. Upon termination of this Agreement or of the herein granted license for any reason, the Company shall promptly discontinue use of the Client Marks.

(b) Subject to the terms and conditions of this Agreement, Company grants Client a nonexclusive, non-transferable, revocable license to use the Company's trademarks and

servicemarks (the "Company Marks") in connection with marketing rental of the Client Facilities and any related services. The Company Marks are, and shall remain, the sole property of the Company. Client recognizes the Company's title to the Company Marks. Client shall use commercially reasonable efforts not to do or suffer to be done any act or thing which will in any way impair the rights of the Company and to the Company Marks. It is understood that Client shall not acquire and shall not claim any title to the Company Marks adverse to the Company by virtue of the license granted herein, it being the intention of the Parties that use of the Company Marks by Client shall at all times inure to the benefit of the Company. Upon termination of this Agreement or of the herein granted license for any reason, Client agrees to promptly discontinue use of the Company Marks except that historical records may remain and be subject to internet access and/or public records requests.

7. Privacy Policy.

Company shall ensure that any collection, use of or disclosure of any individual, aggregate and/or personally-identifiable customer data and information about the End Users by Company complies with all applicable laws and regulations, including, but not limited to the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501, et seq.), the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §§ 1232g, et seq.) and related regulations, relevant State law, and with Client's privacy policy and the Company's privacy policy (the "Privacy Policy"). To the extent any End-User data contains student data, pupil records, or other personally identifiable information of a student, Company shall comply with SOPIPA and California Education Code Section 49073.1, the mandatory provisions of which are incorporated herein by reference. Company shall post throughout the Term of this Agreement, on at least the main page of the Online Facilities Rental Storefront, a copy or link to the Privacy Policy. The Privacy Policy must be prominently published on the web page and provide adequate notice, disclosure and choice to users regarding Company's collection, use and disclosure of user information. Company will provide an annual report outlining company training and audit methods demonstrating adherence to this provision. Company shall ensure that the Privacy Policy does not create any liability to Client for the use of any customer or user data by either Party in any manner.

8. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by a Party hereto (the "Disclosing Party") to the other Party ("Recipient"), either directly or indirectly, in writing or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or would reasonably be regarded as being of a confidential nature or, if disclosed orally, is identified as confidential or proprietary at the time of its disclosure to the Recipient or would reasonably be regarded as being of a confidential nature; provided, however, that any information relating to financial, product and business plans and strategies shall be deemed to be Confidential Information whether or not so designated. Notwithstanding the foregoing, Confidential Information shall not include any information which (i) was publicly known and available in the public domain prior to the time of disclosure to the

Recipient by the Disclosing Party; (ii) becomes publicly known and available in the public domain after disclosure to the Recipient by the Disclosing Party through no action or inaction of Recipient; (iii) Recipient is able to demonstrate by documentary evidence that the Confidential Information was lawfully in the possession of Recipient at the time of disclosure by the Disclosing Party; (iv) is independently developed by Recipient, provided Recipient can show by documentary evidence that such development was accomplished by or for Recipient without any use or beneficial reference to any Confidential Information of the Disclosing Party; (v) is disclosed pursuant to legal, judicial or administrative proceeding or as otherwise required by law, provided that (A) Recipient gives reasonable prior notice to the Disclosing Party to allow it to seek a protective or similar order preventing or restricting the disclosure of such information, and (B) such information shall be deemed not to be Confidential Information only to the extent that such disclosure is compelled by such proceeding or law and only for the purpose of complying with such proceeding or law; or (vi) has been approved in writing for disclosure by the Disclosing Party.

(b) Duty to Hold in Confidence. Each Recipient agrees that, to the extent permitted by law, it will preserve in strict confidence and secure against accidental loss any Confidential Information disclosed by the Disclosing Party to Recipient. In preserving the Disclosing Party's Confidential Information, Recipient will use the same standard of care it would use to secure and safeguard its own Confidential Information of similar importance, but in no event less than reasonable care. Any permitted reproduction of the Disclosing Party's Confidential Information shall contain all confidential or proprietary legends that appear on the original.

(c) Permitted Disclosures. To the extent permitted by law, Recipient shall permit access to the Disclosing Party's Confidential Information solely to its employees, agents and contractors who have a need to know such information for purposes of the Recipient's performance of the Agreement. Except as permitted by law or in the exercise of the rights granted under this Agreement, Recipient shall not disclose or transfer any Confidential Information to any third party, without the specific prior written approval of the Disclosing Party.

(d) Obligation to Return Confidential Information. Recipient acknowledges that the Disclosing Party retains ownership of all Confidential Information disclosed or made available to Recipient. Accordingly, upon any termination, cancellation or expiration of this Agreement, or upon the Disclosing Party's request for any reason (other than in violation of this Agreement), Recipient shall return promptly to the Disclosing Party the originals and all copies (without retention of any copy) of any written documents, tools, materials or other tangible items provided by the Disclosing Party to the Recipient containing or embodying Confidential Information.

## 9. Representations and Warranties.

(a) Client Representations and Warranties. Client represents and warrants to the Company as of the Effective Date that:

(i) Authority. Client has power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.

- (ii) No Conflicts. The execution, delivery and performance by Client of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by Client pursuant thereto or in connection herewith will not: (A) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to Client or its actions; or (B) to the best knowledge of Client, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Client is a party or by which any of its property is bound.
- (b) Company Representations and Warranties. The Company represents and warrants to Client as of the Effective Date that:
- (i) Corporate Authority. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
- (ii) No Conflicts. The execution, delivery and performance by the Company of this Agreement and each other agreement, document, or instrument now or hereafter executed and delivered by the Company pursuant thereto or in connection herewith will not: (A) conflict with or violate the articles of incorporation or bylaws of the Company or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to the Company or its actions; or (B) to the best knowledge of the Company, materially conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which the Company is a party or by which any of its property is bound.
- (iii) Binding Obligation. When executed and delivered by the Company and Client, this Agreement will be valid and legally binding obligation of the Company in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium and similar laws and to general principles of equity which are within the discretion of courts of applicable jurisdiction.
- (iv) Confidentiality Agreements. The Company has and will maintain with all the Company employees, agents, and consultants, written agreements sufficient to enable the Company to perform its obligations hereunder with confidentiality terms at least as restrictive as those provided for the Parties under this Agreement.
- (v) Non-infringement. The Company represents and warrants that the Company Site and the Online Facilities Rental Storefront do not knowingly infringe any Intellectual Property Rights of any third party.

10. Termination.

- (a) Term. The initial term of this Agreement shall be **twelve (12)** months from the Effective Date (the "Term"). Company will be the provider of Client Facilities Rental Storefronts for the

Term, unless terminated early per Paragraph 10(b). Thereafter, this Agreement shall continue on a month-to-month basis unless terminated by either Party as set forth in Paragraph 10(c).

(b) Termination for Breach. In the event of a material breach of this Agreement by a Party (the "Breaching Party"), expressly including Company's failure to abide by the payment and reporting terms as set forth in the Agreement, this Agreement may be terminated by the non-breaching Party, effective upon delivery of written notice to the Breaching Party, unless within seven (7) business days after receiving written notice of such breach from the non-breaching Party the Breaching Party cures such breach (or agrees with the non-breaching Party on a plan to cure such breach, which agreement shall not be unreasonably withheld, conditioned or delayed by the non-breaching Party).

(c) Other Termination. Following the Term the Client or Company may terminate this Agreement at any time for any reason without cause. Written notice by the Client shall be sufficient to stop further performance of services by the Company. In the event of early termination, the Company shall be paid for satisfactory work performed to the date of termination. The Client may then proceed with any work-product, materials, and information completed by the Company in any manner the Client deems proper.

(d) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 5, 6 and 8 shall survive the expiration or earlier termination of this Agreement.

#### 11. General Provisions.

(a) Limitation of Liability. Both parties agree to indemnification. Each party shall defend the other party against any third-party claims arising out of any actual or alleged negligence, willful misconduct, or violation of law, any breach of this Agreement, or any violation of agreement with customer end users and resulting damages. Each party shall give prompt notice of any claim to the other party. Each party may settle, at its sole expense, any claim for which that party is responsible under this section without approval. Each party may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of either party.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that this Agreement may be assigned by any Party without the consent of the other Party (i) to any of the Party's majority-owned or controlled subsidiary entities or (ii) to any other entity resulting from the sale, merger, reorganization or other transfer of all or substantially all of the business or assets of the Party or its majority-owned or controlled subsidiary entities. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect the Agreement.

(d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The signature page of any counterpart may be

detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by email or facsimile provided that original executed counterparts are delivered to the recipient within the next three (3) business days following the email or facsimile transmission.

(e) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

If to Client: Monrovia Unified School District  
325 E Huntington Dr,  
Monrovia, CA 91016  
Attn:  
Telephone: (626) 471-2000

If to the Company: Chief Executive Officer  
Facilitron, Inc.  
PO Box 1935  
Los Gatos, CA 95031-1935  
Telephone: 800-272-2962

Notice delivered by hand shall be deemed to have been received by the addressee on the date delivered. Notice given by registered or certified mail, return receipt requested, shall be deemed to have been received by the addressee on the date marked on the receipt. Notice given electronically or by confirmed facsimile shall be deemed to have been received by the addressee on the business day following the day on which it was sent.

(f) Entire Agreement. This Agreement and the Exhibits hereto are the complete agreement of the Parties relating to the subject matter hereof. This Agreement supersedes and governs any other prior or collateral agreements with respect to the subject matter hereof. Any amendment to this Agreement or any modification of any term of this Agreement must be in writing and be executed by an authorized officer of each Party.

(g) Governing Law, Dispute Resolution and Exclusive Venue. This Agreement shall be governed by and construed under the laws of the State of California, without reference to conflict of laws principles. The parties agree to the exclusive jurisdiction and venue in the state and federal courts located in Los Angeles County , California only.

(h) Severability. The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions of this Agreement.

(i) Waiver. The failure of either Party at any time to insist upon strict performance of any of the terms and conditions contained in this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

(j) Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed



to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(k) Force Majeure. Neither Party to this Agreement shall be held responsible for any failure or delay in performance under this Agreement where such performance is rendered impracticable by any act of war, compliance with laws, governmental acts or regulations, fire, flood, other natural disaster, epidemic, strikes and other causes similar to those listed, in each case where failure to perform is beyond the control, and not caused by the negligence of the non-performing Party ("Force Majeure").

(l) No Third Party Beneficiaries. Unless otherwise expressly provided, no provision of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the date first written above.

"CLIENT"

"COMPANY"

Monrovia Unified School District

Facilitron, Inc.

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

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

Name: Ryan D. Smith

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

Title: Superintendent

Title: \_\_\_\_\_

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

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

## **EXHIBIT “A”**

### **Company Fees**

The Client shall determine the pricing for its facilities rental, application, equipment usage, custodial and other associated services provided by the Client (the “Client Fee”).

**The Client agrees to pay the Company a commission of 10% of the total Client Fee amount per Transaction which shall be deducted from the client’s payment.** Company shall remit all collected Client Fee payments for completed rentals minus applicable commission and any End User refunds to the Client on a monthly basis, and such funds must be sent by Company to Client by the 20<sup>th</sup> day of the following month.

**Minimum Annual Rental Volume.** In the event that the total Client Fee payments for completed rentals during a 12-months period (the “Actual Rental Volume”) are less than \$100,000 (the “Minimum Rental Volume”) the Client agrees to pay the Company 10% of the difference between the Minimum Rental Volume and the Actual Rental Volume. The Company shall invoice the Client 30 days after the end of the 12-months period.

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 3. 22/23-2132 - SERVICE AGREEMENT WITH ARCINA RISK GROUP

## RECOMMENDATION

The Board of Education is requested to approve a service agreement with Arcina Risk Group to provide the District with assistance to identify and locate any historic insurance policy that may be responsive to legacy tort matters.

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

## Rationale:

Approval of Arcina Risk Group services to locate historic insurance policies the District had prior to 2018. The scope of services will be to research and review internal records, contact former brokers and insurers, contact court and law firms, workers' compensation research, prior auditors, and identify outside sources for potential insurance record information. This information will assist the District with insurance policy information as far back as 1984.

## Background:

Arcina Risk Group is an insurance archaeology service that provides school districts and non-profits with historic records. They will perform onsite and off-site record searches to learn about various archived records. This will include any vault, warehouse, or storage facilities. Arcina's seasoned claims team has decades of experience applying proven administrative procedures and presently manages hundreds of claim matters for other districts throughout the country.

## Budget Implication (\$ Amount):

The approximate cost will not exceed \$18,000 and will be paid through the General Fund.

## 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 2132\(b\) Service Agreement with Arcina Risk Group 4-12-23.pdf](#)





March 30, 2023

Ms. Jessica Garcia  
Assistant Superintendent Business Services  
Monrovia Unified School District  
325 E. Huntington Dr.  
Monrovia, CA 91016

**SUBJECT: Insurance Archaeology and Claims Advocacy Proposal**

Dear Jessica:

Thank you for contacting Arcina Risk Group regarding the misconduct claim against the Monrovia Unified School District ("MUSD"). This letter outlines the investigative steps Arcina will undertake to identify and locate any missing historic insurance policies that may be responsive to legacy tort matters including Child Victims' Act and other misconduct claims.

To the extent required, this proposal also incorporates a claims advocacy component to secure the requisite defense and indemnity obligations from any responsive insurers as identified through insurance archaeology.

**INTRODUCTION AND SCOPE OF APPLICABLE INSURANCE POLICIES**

MUSD is a named defendant in a lawsuit alleging sexual misconduct of a student in 1984. Generally, and absent any abuse, misconduct, and other limiting exclusions, third party liability policies (i.e. CGL, umbrella, and excess) respond on a "time on risk" basis to underlying legacy abuse claims. The priority scope of this project would be to locate documentation (i.e. policies and secondary evidence) of coverage circa 1984. To the extent MUSD is missing policy documentation for other periods beyond the triggered coverage then Arcina will also endeavor to locate same.

**INSURANCE ARCHAEOLOGY**

Our intent will be to build upon, and not replicate, any prior investigation efforts. In order to ensure maximum success, our research efforts will be undertaken in close collaboration MUSD personnel. Following are our research recommendations listed in priority order.

### **Research and Review Internal Records**

In our extensive experience undertaking archaeology for numerous school districts and non-profits around the country, we typically find that insurance information can be disbursed throughout various record types, including but not limited to the following:

- Insurance and Risk Management (to the extent separate files exist)
- Regulatory files (e.g. governmental funding backup files)
- Construction and Bond files
- Accounting and Finance (e.g. accounts payable ledgers and premium invoices)
- Legal (e.g. claims)
- Contracting (e.g. certificate of insurance)
- Board files (e.g. School Board Minutes)
- Real Estate and Property (e.g. insurance requirements in leases and mortgages)
- Engineering (e.g. loss inspection reports)

As such, we recommend coordinating with MUSD personnel to learn whether various archived records as identified above still exist back to the relevant time period and then conduct onsite review of same. This would include the vault and any warehouses or offsite storage facilities.

### **Contact Former Brokers and Insurers**

We will contact any brokers (or their successors) identified in our research to request copies of documents that may evidence insurance coverage, including policies, broker applications, underwriting files, claims files, and premium documentation. Furthermore, we will attempt to contact any former broker personnel who placed coverage on behalf of MUSD to discuss their specific recollections of coverage, identify leads to additional sources of records, etc.

We will contact any insurance companies identified in the course of our research to obtain pertinent records to request/ensure comprehensive archive checks as well as request any document that may reference earlier coverage with other insurers, such as broker applications or loss runs. Arcina has long-standing relationships at many insurers which we can access to request copies of policies and other pertinent documents.

### **Contact Court & Law Firms Research**

Law firm matter files can be an excellent source of historic policy information. As such, we recommend contacting former District counsel or any law firms who represented MUSD to search archived matter files for any issues that may have involved insurance (e.g. personal injury, property damage, coverage and claim reviews, etc.)

Since school districts are particularly susceptible to third party claims, we also recommend a search of the Los Angeles County Superior Court docket to identify any liability cases in which MUSD may have been a defendant. Historic docket files generally contain interrogatories and other discovery filings which may contain liability insurance information.

### **Workers' Compensation Research**

Research the Workers' Compensation Insurance Rating Bureau of California to obtain annual regulator workers compensation filings pertaining to MUSD from the mid-1980s. Often workers' compensation was bundled with the general liability policies which may provide additional policy information.

### **Interview Relevant MUSD Personnel (e.g. former finance employees responsible for insurance and brokerage personnel)**

To the extent practicable, locate and interview former personnel such as former Superintendents, Board members or other employees to discuss their recollections in order to develop leads to additional sources of coverage (e.g. former vendors, brokers, names of former counsel and auditors.)

### **Contact Auditors**

Auditors usually review various insurance records, especially premium records, in connection with annual audits.

### **Identify and Contact Outside Sources**

These outside sources could have potentially retained pertinent insurance information, and depending on cost benefit we recommend contacting:

- Additional insureds
- Other certificate of insurance holders
- Regulatory (for any filings involving insurance MUSD made with any state and/or county authority)

### **CLAIMS ADVOCACY**

In order to obtain the requisite defense and indemnity obligations for MUSD's current and future claims, Arcina can provide the District with various complex claims administration and advocacy services as needs arise. These additional services include but are not limited to the following:

- Provide notice to pertinent insurers to request the requisite defense and indemnity obligations for the misconduct suit
- Prepare all evidence of insurance to perfect the claim submission
- Review and analyze all appropriate policies to target the policies and/or carriers best suited to respond to specific claims (e.g. "in-depth" coverage and allocation analysis, policies without high deductibles, etc.)
- Contact and notify the legacy primary and excess insurance companies' specialty claims units of each of MUSD's insurance markets of every newly filed abuse claim

- Track carrier acknowledgements and coverage responses
- Negotiate with carriers to secure defense fees and indemnity obligations
- To the extent required, participate/manage settlement communications with insurers to ensure that MUSD receives the maximum coverage benefit

Arcina's seasoned claims team has decades of experience applying the proven administrative procedures listed above and presently manages hundreds of claims matters for other districts throughout the country.

## **DELIVERABLES AND TIMELINE**

At the conclusion of this project, or in the interim as required, Arcina will provide the following:

- Organized hard and digital copies of any pertinent insurance documents located as result of research
- Policy Schedule
- Status/Project Report and additional recommendations (if warranted)

Arcina projects 10 – 12 weeks for completion of the archaeology portion of this project, assuming reasonable cooperation from third parties.

## **BUDGET**

Arcina bills on a time and expense basis with rates for archaeology ranging between \$125/hour and \$325/hour. The budget range for undertaking the combined insurance archaeology project as outlined above is not to exceed \$18,000. Rates typically blend to approximately \$210/hour for archaeology engagements as we make every effort to match the skills of our consultants to the required task. To the extent MUSD requires separate advocacy services, Arcina can bill same on as "as required" estimated blended rate of \$250/hour (with blend dependent on need and complexity.) We anticipate the biggest cost determinant and variable is the amount of and access to any internal records.

Arcina tracks time hourly and invoices its projects monthly. Detailed task descriptions for the team members working on this project will be provided with the invoice along with any expenses incurred. If it appears that more time and/or resources are required beyond initial estimate, then Arcina will advise you as soon as possible and provide any revised budget estimates. Alternatively, if our research produces results early into the engagement, the budget will reflect the time and expense incurred. Expenses, such as travel and accommodations and fees charged by third parties, are in addition to the fee. Payment of Arcina's invoices is due within 30 days.



## **STANDARD TERMS AND CONDITIONS**

### **Conflicts**

Arcina requests that you agree that our representation in the current discrete matter does not prevent Arcina from providing future services to clients adverse to you on matters not substantially related to the current matter.

### **Engagement Terms**

If any person or entity requests or subpoenas any information or materials relating to this matter which are within Arcina's custody or control (or the custody or control of any Arcina agents or representatives), Arcina will inform you of such a request or subpoena. Should you require Arcina to take any legal action to seek protection against disclosure of such information or materials, you will either retain legal counsel to represent Arcina or you will indemnify Arcina for all costs and expenses including reasonable attorney's fees and disbursements, resulting from such action.

You jointly agree to hold harmless and indemnify Arcina (including our agents) against all claims, damages, and costs (including reasonable attorneys' fees and disbursements) arising out of this matter, except for such claims, damages and costs resulting from any actions by Arcina constituting negligence, fraud, willful and unlawful conduct or breach of the terms of this agreement.

### **Confidentiality**

Except with Arcina's prior agreement, you agree that reports and information received from us will be treated as confidential and intended solely for your private and exclusive use.

This agreement is effective as of the date on which Arcina first provides services to MUSD. If this letter is satisfactory, please kindly sign and return the executed copy.

Arcina Risk Group appreciates the opportunity to work with you on this matter.

Best regards,

ARCINA RISK GROUP

*Richard Janisch*

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Richard Janisch

AGREED AND ACCEPTED,

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Ryan D. Smith, Superintendent  
Monrovia Unified School District

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Date

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 4. 22/23-2133 - SERVICE AGREEMENT WITH INTEGRATED PEST CONTROL MANAGEMENT

## RECOMMENDATION

The Board of Education is requested to approve a service agreement with Integrated Pest Management to provide a pest prevention program for our school site kitchens.

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

## Rationale:

The approval of this contract will ensure that the Food Service Department attains the best possible price for a monthly pest management system for the District's school site kitchens.

## Background:

Price quotes were requested from four (4) companies, including our current vendor, for a pest prevention program. Integrated Pest Control Management was the lowest price bidder. References were checked with existing clients, who spoke highly of Integrated Pest Control Management's services. The District would like to use this vendor for the remainder of the 2022-2023 school year, with the option to renew the contract for an additional four (4) years.

## Budget Implication (\$ Amount):

The annual budget will be \$2,880 (12-month period).

## 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 2133\(b\) Service Agreement with Integrated Pest Control Management 4-12-23.pdf](#)

## **CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (this "Contract") made and entered into the 12<sup>th</sup> day of April, 2023 by and between Monrovia Unified School District (the "District") and Integrated Pest Control Management (Hereinafter referred to as "Vendor") 527 N. Azusa Ave., #183, Covina, CA 91722.

The District and Vendor hereby desire to set forth their agreement with respect to the services provided to the District as follows:

Pest control services for the school kitchens shall include the following scope of service:

Property Address: Multiple address, see attached.

Treatment Area: Kitchens only

Target Pests: Cockroaches, ants, flies, bees and stinging insects, water beetles and interior rats/mice.

Service Frequency: Once per month

Integrated Pest Control Management Plan: Pest control program is to be based on proven Strategies: Service shall begin with inspection to discover any infestations and treat accordingly. The following types of material may be used as needed: baits, monitors, traps, lures, pheromones.

All materials used shall be registered by the EPA and approved by the Department of Agriculture and State of California. All materials shall be applied by licensed technicians in a safe and effective manner according to label requirements.

### **TERMS OF AGREEMENT**

The term of this agreement will be from March 23, 2023 through June 30, 2023.

### **CONTRACT RENEWALS**

This contract is deemed to be a contract for services. If mutually agreeable, the District reserves the right to renew the contract for up to four (4) additional twelve (12) month periods not to exceed five (5) years.

The renewal is subject to District allotted funds being available for service and contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District.

### **DISCONTINUANCE OF SERVICE**

Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation. Either party may cancel the contract upon a thirty (30) day written notice via electronic mail communication and/or certified mail.

The District shall provide a seven (7) day written notice of breach of service and suspension of service via electronic mail communication and/or certified mail. Vendor has five (5) days upon receipt of electronic mail notice and/or certified mail to remedy the breach satisfactory to the contract and District or termination notice will proceed.

#### **PRICING AND AWARD**

Pricing submitted must remain in effect for the term of this contract.

#### **FUEL SURCHARGES**

Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

#### **ACCOUNTING AND PAPERWORK**

Invoices will be furnished in triplicate and include site name, date of service, and work performed. The original copy is to be kept by the vendor.

Original - signed by person at site acknowledging service;

Duplicates - shall be left at each location – Food Service Department copy

The original invoice must be signed by the individual acknowledging services performed. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment.

Statements should be sent by the 5<sup>th</sup> of the month following the month of service. Statements must be available either in paper or electronic format.

The payment terms of this contract shall be “Net 30 days” unless otherwise indicated. All invoices are due and payable within 30 days from the “invoice date” or date of service upon the receipt of invoices acceptable to the District.

#### **FORCE MAJEURE**

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by “Act of God”, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

#### **SAFETY AND SECURITY**

The Distributor shall comply with all District security regulations.

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California, Safety and

Health Codes of the State of California (Cal Code) and Los Angeles County Safety and Health codes.

Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District.

**FINGERPRINTING**

Vendor agrees to comply with all provisions of Education Code Section 45125.1 Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the District with a list of all employees providing services pursuant to this quote. In the alternative, Vendor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities during normal District hours shall be accompanied at all times by and individual who has satisfied the fingerprinting requirements of Section 452125.1.

CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

PERMITS AND LICENSES: The Vendor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the quote. All drivers must possess a valid California Driver's License.

EMPLOYEE BACKGROUND CHECKS: During the entire term of the contract, Vendor shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the Vendor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

DRUG AND ALCOHOL-FREE WORKPLACE: The Vendor hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Monrovia Unified School District's Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

**TOBACCO-FREE WORKPLACE:** Vendor hereby agrees, under the contract, that Vendor will comply with the Monrovia Unified School District Board of Education's Policy (BP 3513.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including

the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.” Therefore, the work site shall be kept tobacco free and smoke-free at all times.

#### **AFFIRMATIVE ACTION**

The Vendor shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet Federal, State and County guidelines.

No discrimination shall be made in the employment of persons to fulfill this public service contract regardless of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.

#### **HOLD-HARMLESS CLAUSE / INDEMNIFICATION**

To the fullest extent permitted by the law, the Vendor agrees to indemnify, defend and hold the District entirely harmless to include the board, cabinet executives, directors, managers/supervisors, kitchen staff, volunteers, agents or interns from all liability arising out of:

Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to Vendor’s employees or Vendor’s subcontractor employees arising out of Vendors work under this proposal; and

Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by and person, firm or corporation including the District, arising out of, or in any way connected with the Vendor’s work under this proposal, including injury or damage either on or off the District’s property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the District .

The Vendor, at the Vendor’s own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the board, cabinet executives, directors , managers/supervisors, kitchen staff, volunteers, agents or interns, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### **INSURANCE**

Vendor shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations. under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Distributors are required to furnish certificates of insurance prior to start of work.

- a) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$1,000,000 Aggregate.
- b) Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- c) Sexual Abuse and Molestation Insurance with at least the same limits as set forth above for the CGL coverage, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. The coverage must contain a severability of interests/cross liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d) Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits.
- e) Additional Insured Endorsement. Both the Certificate of Liability and Additional Insured Endorsement must name the District as additional insured.

#### **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

#### **ATTORNEYS' FEES**

In the event of any dispute between the District and Vendor pertaining to this Contract or the services provided for hereunder, both parties agree to formal mediation as the first dispute resolution method. Each party will designate two management members to engage in mediation of the issue. Parties will participate in good faith and engage in a minimum of five (5) mediation sessions of a minimum of two (2) hours in length; to be scheduled and agreed upon by both parties. Each part will engage in a cooperative and amiable manner to seek compromise and resolution to the issue. If mediation is unsuccessful after five (5) mediation sessions; than parties will proceed to legally binding arbitration as the next dispute resolution method/step. Each party will jointly select/agree upon an arbitrator from the "Los Angeles County Alternative Dispute Resolution Arbitration Program". The arbitrator's decision shall be legally binding upon both parties. The prevailing party shall be entitled to recover all direct and indirect attorneys' fees, costs and expenses incurred in connection therewith; which may include fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.



## **ADDITIONAL TERMS OF SERVICE**

### **SECTION 1.1 SERVICES PROVIDED.**

Vendor will conduct a thorough visible inspection of the premises for evidence of infestation and will provide treatment for the control of the pest(s) as determined appropriate by Vendor will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Contract "control" is defined as the periodic eradication of existing infestations within practical limits.

### **SECTION 1.2 DISTRICT OBLIGATION.**

District agrees to maintain the premises subject to this Contract in a condition which does not promote infestations. District agrees to maintain the premises in a reasonably clean and sanitary condition and to keep the structure in such a state of repair so as to avoid providing easy access of pest(s). If conditions noted by Vendor are not corrected as required, this Contract shall automatically terminate and be canceled. Further additional treatment in areas of such conditions that are not corrected as reported on your "Service and Inspection Report" shall be paid for by the District as an extra service charge.

### **SECTION 1.3 SERVICE EXCLUSION.**

This agreement does not include the control, treatment, or prevention of wood infesting organisms such as subterranean (ground) termites (*Reticulitermes* spp.; *Heterothermes* spp.) and Formosan termites (*Cootermes* spp.) or dry wood termites (*Kaloterms* spp.; *Incisitermes* spp.; *Cryptoterms* spp.) or aerial (above-ground) infestations of any kind, powder post beetles, woodborers, wood wasps, or wood decay fungus. District expressly waives and releases IPCM, Inc. from liability for any and all claims for personal injury or damages to the structure of its contents caused by wood infesting organisms.

### **SECTION 2.1 AREAS SERVICED.**

Vendor will apply treatment, as it deems appropriate to all potential harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service.

### **SECTION 2.2 PERFORMING THE WORK.**

Vendor will perform the work in a workman-like manner and will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall Vendor be responsible for damage caused by Vendor at the time the work is performed except those damages resulting from gross negligence on the part of the Vendor. Vendor will ensure that proper monthly inspection and

service reports will include relevant pictures and statement demonstrating evidence of work completed.

#### SECTION 2.3 CHANGE IN LAW.

This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal, State or local law or regulation be changed regarding Vendor services or treatment, Vendor may take whatever steps are necessary to comply with said laws.

#### SECTION 2.4 LIMITS OF LIABILITY.

Although Vendor will exercise reasonable care in performing services under this Contract, Vendor will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by Vendor. Further, no circumstances will Vendor be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insects, spiders, rodents, or beetles. Vendor's representatives are not medically trained to diagnose borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, Vendor will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. Vendor's liability is specifically limited to the labor and products to help reduce populations.

#### SECTION 2.5 EXISTING DAMAGE.

Vendor is not responsible for repairs to damages disclosed in its inspection. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheet rock, insulation, carpeting, paneling, etc. to search for hidden infestation/damage is made. Vendor cannot guarantee that the infestation/damage disclosed by the floor-level visual inspection of the premises shown above represents the entirety of the infestation/damage which may exist as of the date of the initial control application. Vendor shall not be responsible for repair of any existing damage, including without limitation, any damage that existed in areas or in structural members, which were not accessible for visual inspection as of the date of this inspection. It is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

#### SECTION 2.6 FUTURE DAMAGE.

District understands that Vendor is not responsible for and does not guarantee against present and future damage to the building or contents, or provide for the repair or replacement thereof. This Contract does not guarantee, and Vendor does not represent, that covered insects will not return to the property.

### SECTION 3.2 PAYMENT (NON-PAYMENT).

District will pay Vendor's invoices upon receipt. Vendor may terminate this Contract if payment is not received within thirty (30) days of the date of the invoice. In the event legal action is necessary to collect any amount due Vendor shall be entitled to recover from District all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.

### SECTION 3.3 TERMINATION.

Vendor's Liability under this Contract will terminate and Vendor will be excused from the performance of any obligations under this Contract should 1) District allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, 2) District utilize any home remedy products, 3) Vendor be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond Vendor's control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow Vendor's access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.

### SECTION 3.4 ENTIRE CONTRACT.

This Contract, together with any attachment(s), if any, signed by Vendor and District constitutes the entire CONTRACT between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.

### SECTION 3.5 NOTICE OF CLAIMS, ACCESS TO PROPERTY.

Any claim under the terms of this Contract must be made immediately in writing to Vendor within 24 hours. Vendor is only obligated to perform under this Contract if District allows Vendor access to the identified structure for any purpose contemplated by the Contract, including but not limited to re-inspection, whether the inspection was requested or considered necessary by District or required by the Contract and requested or considered necessary by Vendor.

### SECTION 4.1 SEVERABILITY.

If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.

#### SECTION 4.3 SPECIFIC EXCLUSIONS.

The Contract does not cover and Vendor will not be responsible for:

- 1) Damage resulting from moist conditions, including but not limited to fungus or mold, whether visible or not;
- 2) Damage resulting from any wood destroying organisms;
- 3) Expenses related to the replacement of linens, upholstery, furniture, mattress(es), soiling or related costs;
- 4) Expenses related to medical evaluation or treatment for bites associated with pest(s);
- 5) Damages or expenses for any claim of personal injury related to an infestation of pest(s);
- 6) Loss of income claimed to be related to any pest bites or associated illnesses;
- 7) Additional exclusions:

These specific exclusions are in addition to the other exclusions contained in this Contract.

#### SECTION 4.4 CHEMICAL SENSITIVITY.

If District or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if District or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, District must notify Vendor in writing, in advance of treatment of the structure(s). Vendor reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents District's assumption of risk and waiver of any claims against Vendor in connection with such sensitivity.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT: Monrovia Unified School District

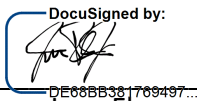
By: \_\_\_\_\_ Title: Superintendent  
Ryan D. Smith

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

Address: 325 E. Huntington Dr., Monrovia, CA 91016

Phone No: (626) 471-2053

VENDOR: Integrated Pest Control Management, Inc.

By: \_\_\_\_\_ Title: President  
  
Jose Flores  
3/23/2023  
Date: \_\_\_\_\_

Address: 1910 S. Archibald Avenue, Unit G

Ontario, CA 91761

Phone No: (626) 618-6237

Fax No: (626) 608-3276

Authorized Officers or Agents (Corporate Seal)

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 5. 22/23-2134 - FOOD CATERING AGREEMENT - CHANOS RESTAURANT

## RECOMMENDATION

The Board of Education is requested to approve a food catering agreement with Chanos Restaurant for a Staff Appreciation lunch 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 Chanos Restaurant 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 Staff Appreciation lunch on Wednesday, May 10, 2023. Once the Board approves this agreement, it will allow Chanos Restaurant to participate in events and fundraising activities on other campuses as needed.

### Budget Implication (\$ Amount):

There will be no cost to the District for Chanos Restaurant 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 2134\(b\) Food Catering Agreement-Chanos Restaurant 4-12-23.pdf](#)

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

This agreement is entered into this 12th day of April, by and between Chanos Restaurant 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:**

5E705B52EB49437...

(Authorized Signature)

Chanos Restaurant  
 1030 E. Las Tunas Drive  
 San Gabriel, CA 91776  
 Attn: Vicente Ruiz  
 (626) 533-9774

320-580969

(Social Security or Tax ID Number)

[viruizgarcia@yahoo.com](mailto:viruizgarcia@yahoo.com)**DISTRICT:**

Ryan D. Smith, Superintendent

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

(Date Signed)



# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### 6. 22/23-2135 - PURCHASE AGREEMENT WITH INTELLI-TECH FOR HP CHROMEBOOKS

## RECOMMENDATION

The Board of Education is requested to approve the purchase of Chromebooks to sustain a 1:1 Chromebook ratio and support digital literacy and equity for all students.

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

### Rationale:

The purchase of 1,750 Chromebooks is needed to sustain a 1:1 Chromebook ratio and support digital literacy and equity for all students. This number of Chromebooks will allow the District to provide brand new Chromebooks at TK, Kindergarten, 4th, 6th, and 9th-grade levels as planned.

### Background:

Since 2015, the District has continually purchased Chromebooks each year to place a Chromebook in every student's hands. During the 2021 school year, there was a high need for Chromebooks to support student distance learning, and we achieved that goal. An informal bid process was completed. The District reached out to trusted partners for a proposal on Chromebooks. The winning proposal was from Intelli-Tech. These Chromebooks are priced via the NASPO ValuePoint Contract (piggyback contract) # MNNVP-133 7-15-70-34-001.

### Budget Implication (\$ Amount):

The total cost of HP Chromebooks is \$781,676.88 and will be paid from the Expanding Learning Opportunity fund.

### Legal References:

Education Code 42647 states that the Board of Education shall approve all purchases and payments.

### Additional Information:

A copy of the quote is attached.

## ATTACHMENTS

- [BA Item 2135\(b\) Purchase Agreement with Intelli-Tech 4-12-23.pdf](#)

# SALES ORDER



1652 Yeager Avenue - La Verne, CA 91750

phone (909) 394-5188 / fax (909) 394-5190

[www.intelli-tech.com](http://www.intelli-tech.com)

DATE	QUOTATION NO.
03/09/23	AG030923A

CONTACT	BILLING	ACCOUNT TEAM	
Arin	MONROVIA USD 325 EAST HUNTINGTON DR MONROVIA, CA 91016	Account Manager - Brad Wendel 909-394-5188 x1201 <a href="mailto:TeamBrad@intelli-tech.com">TeamBrad@intelli-tech.com</a> Inside Sales - Sandy Nguyen	
	ATTN: ACCOUNTS PAYABLE	PURCHASE ORDER NO	TERMS
	SHIP		NET 30
RFQ #	MONROVIA USD WAREHOUSE	DEPARTMENT	FOB
	1001 S. CALIFORNIA AVE MONROVIA, CA 91016		Freight
	ATTN: RECEIVING		

#	Qty	Part No.		ETA	Price	Extended
1	1750	456F8UT	HP Chromebook 11 G9 EE 11.6" Touchscreen Chromebook - HD - 1366 x 768 - Intel Celeron N4500 Dual-core (2 Core) 1.10 GHz - 8 GB Total RAM - 32 GB Flash Memory - Jet Black - Intel Chip - Chrome OS - Intel UHD Graphics - English Keyboard - 12.50 Hours Battery Run Time - IEEE 802.11ax Wireless LAN Standard	DUE	\$ 309.00	\$ 540,750.00
2	1750	EWASTE	CA MONITOR RECYCLING FEE	DUE	\$ 4.00	\$ 7,000.00
3	1750	CROS-SW-DIS-EDU-NEW	GOOGLE MANAGEMENT SOFTWARE LICENSE	EDU	\$ 31.00	\$ 54,250.00
4	1750		WHITE GLOVE SERVICES TO INCLUDE ASSET TAGGING WITH DISTRICT PROVIDED TAGS DEVICE ENROLLMENT INTO DISTRICT DOMAIN	3 Days	\$ 12.00	\$ 21,000.00
5	1750	U8LL8E	HP 3y Pickup and Return w/Accidental Damage Protection (1 Claim) Notebook HW Supp	3 Days	\$ 59.00	\$ 103,250.00

PLEASE REFERENCE NASPO VALUEPOINT lines 1 & 5  
CONTRACT #MNNVP-133 / CA PA #7-15-70-34-001  
PLEASE REFERENCE THE NCPA CONTRACT FOR LINE# 3

Sub-total	\$ 726,250.00
10.250% Sales Tax	\$ 55,426.88
Estimated Freight	
<b>Grand Total</b>	<b>\$ 781,676.88</b>

**NOTE: PRICING AND AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE**

# Agenda Item Details

Meeting Date: 2023-04-12 18:30:00

## AGENDA ITEM TITLE:

### **7. 22/23-2136 - RESOLUTION NO. 2223-19 AUTHORIZING THE ISSUANCE AND SALE OF MONROVIA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, 2022 ELECTION, 2023 SERIES A**

## **RECOMMENDATION**

The Board is requested to adopt Resolution No. 2223-19 Authorizing the Issuance of Monrovia Unified School District General Obligation Bonds, 2022 Election, 2023 Series A.

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

## **Rationale:**

On November 8, 2022, the qualified electors of Monrovia Unified School District approved, by a fifty-five percent vote, the issuance and sale of general obligation bonds in the maximum amount of \$75,000,000. The Bonds projects consist of construction, furnishing, and equipping of District facilities and paying certain costs of issuance associated therewith.

## **Background:**

This first series of Bonds (the "Series A Bonds") in the principal amount not to exceed \$18,750,000 is requested at this time. The bond transaction is scheduled for closing on Wednesday, June 21, 2023, with the pricing anticipated to take place on June 7, 2023, adjusted in reaction to the bond market. The resolution authorizes the appointment of the Los Angeles County Treasurer and Tax Collector as the authenticating agent, bond registrar, transfer agent and paying agent for the Series A Bonds on behalf of the District. The Underwriter will be the firm that submits the lowest True Interest Cost for the Bonds at the competitive sale.

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

There is no cost to pass the resolution. All revenue and expenditures for the Bond Projects are reported in the Bond Fund.

## **Legal References:**

Education Code 15140 requires that a school district governing board pass a resolution authorizing the sale of bonds prescribing the total amount of bonds to be sold.

## **Additional Information:**

A copy of the Resolution, Notice of Sale and Preliminary Official Statement (POS), are attached.

## ATTACHMENTS

- [BA Item 2136\(b-d\) Resolution No. 2223-19 Authorizing the Issuance and Sale of Monrovia USD General Obligation Bonds 4-12-23.pdf](#)

## **RESOLUTION NO. 2223-19**

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS MONROVIA UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) GENERAL OBLIGATION BONDS, 2022 ELECTION, 2023 SERIES A IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$18,750,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT FOR THE BONDS, AND OTHER DOCUMENTS AND ACTIONS RELATED THERETO**

**WHEREAS**, the issuance of not to exceed \$75,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of Monrovia Unified School District (the "District"), County of Los Angeles (the "County"), State of California was authorized at an election (the "Election") held in said District on November 8, 2022, the proceeds of which are to be used for the financing of the acquisition, construction, equipping, furnishing and improvement of certain capital facilities of the District (the "Project"); and

**WHEREAS**, the Los Angeles County Registrar of Voters has certified to the effect that the official canvass of returns for the Election reflected that 55% or more of the votes cast on the District's bond measure submitted to the voters at the Election (the "Measure") were cast in favor of the Measure, and such result has been entered in the minutes of the Board of Education of the District (the "Board"); and

**WHEREAS**, the District has not previously issued any bonds pursuant to the Authorization and, as a result, \$75,000,000 in principal amount of the Authorization remains for issuance; and

**WHEREAS**, the Board deems it necessary and desirable to authorize and consummate the sale of one or more additional series of the bonds, designated the "Monrovia Unified School District (Los Angeles County, California) General Obligation Bonds, 2022 Election, 2023 Series A" (the "Bonds") in an aggregate principal amount not exceeding \$18,750,000, according to the terms and in the manner hereinafter set forth herein, including sale of the Bonds via competitive bid; and

**WHEREAS**, the District is authorized by Section 53506 *et seq.* of the Government Code to sell bonds by public or private sale, and if sold by competitive sale, the Bonds may be sold without the specific authorization of the sale by the County; and

**WHEREAS**, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Bonds, the Purchaser must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Bonds to provide disclosure of certain financial information and certain material events on an ongoing basis; and

**WHEREAS**, in order to cause such requirement to be satisfied, the District desires to execute and deliver a continuing disclosure agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution ("Continuing Disclosure Agreement"); and

**WHEREAS**, the Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in the form presented to this meeting, with such changes,

insertions and omissions as are made pursuant to this Resolution ("Preliminary Official Statement") has been prepared; and

**WHEREAS**, the Board has been presented with the form of each document referred to herein relating to the financing, and the Board has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

**WHEREAS**, the District desires that the Auditor-Controller of the County annually establish tax rates on taxable property within the District for repayment of the Bonds, pursuant to Sections 29100-29103 of the Government Code, that the Board of Supervisors of the County annually approve the levy of such tax, and that the Treasurer and Tax Collector annually collect such tax and apply the proceeds thereof to the payment of principal of and interest on the Bonds when due, all pursuant to Education Code Section 15260 et seq.; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Monrovia Unified School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Auditor-Controller" means the Auditor-Controller of the County or any authorized deputy thereof.

"Authorized Officers" means the President of the Board, or such other member of the Board as the President may designate, the Superintendent of the District or the Assistant Superintendent, Business Services of the District, each acting alone, or such other officer or employee of the District as the Superintendent may designate.

"Board of Supervisors" means the Board of Supervisors of the County.

"Board" means the Board of Education of the District.

"Bonds" means the bonds authorized and issued pursuant to this Resolution designated the "Monrovia Unified School District (Los Angeles County, California) General Obligation Bonds, 2022 Election, 2023 Series A."

"Cede & Co." means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"Code" means the Internal Revenue Code of 1986.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement executed and delivered by the District relating to the Bonds.

"County" means the County of Los Angeles.

"District" means the Monrovia Unified School District.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

"Interest Payment Date" means February 1 and August 1 of each year commencing on August 1, 2023, with respect to the Bonds, or such other dates as may be set forth in the Certificate of Award.

"Notice of Intention" means the notice of intention to be used to advertise the offering of the Bonds as required by section 53692 of the California Government Code.

"Official Notice of Sale" means the official notice of sale relating to the Bonds.

"Official Statement" means the Official Statement of the District relating to the Bonds.

"Opinion of Bond Counsel" means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

"Owner" means, with respect to any Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

"Paying Agent" means the Treasurer and Tax Collector of the County of Los Angeles, acting through its agent, initially U.S. Bank Trust Company, National Association, or any bank, trust company, national banking association or other financial institution appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds in accordance with Section 8 hereof.

"Preliminary Official Statement" means the Preliminary Official Statement of the District relating to the Bonds.

"Purchaser" shall mean the entity to whom the Certificate of Award is awarded pursuant to Section 5 hereof.

"Record Date" means, with respect to any Interest Payment Date for the Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date, whether or not such day is a business day, or such other date or dates as may be set forth in the Certificate of Award

"Registration Books" means the books for the registration and transfer of the Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

"State" means the State of California.

"Tax Certificate" means the Tax Certificate with respect to the Bonds executed by the District, dated the date of issuance of the Bonds.

"Treasurer and Tax Collector" means the Treasurer and Tax Collector of the County or any authorized deputy thereof.

Section 3. Authorization and Designation of Bonds. The Bonds described herein shall be issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the Government Code, and other applicable provisions of law, including applicable provisions of the Education Code. The Board hereby authorizes the issuance and sale of not to exceed \$18,750,000 aggregate principal amount of Bonds. The Bonds shall be designated "Monrovia Unified School District (Los Angeles County, California) General Obligation Bonds, 2022 Election, 2023 Series A" with such additional series designations as may be necessary or advisable in order to market the Bonds. The proceeds of the Bonds, exclusive of any premium and accrued interest received, shall be applied to finance projects authorized to be financed under the Authorization.

Section 4. Form of Bonds: Execution.

(a) Form of Bonds. The Bonds shall be issued in fully registered form without coupons. The Bonds and the certificate of authentication and registration and the forms of assignment to appear on each of them, shall be in substantially the form attached hereto as **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) Execution of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the President of the Board and countersigned by the manual or facsimile signature of the Secretary to the Board or by a deputy of either of such officers. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed and sealed by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices. The Bonds shall be authenticated by a manual or electronic signature of a duly authorized signatory of the Paying Agent.

(c) Valid Authentication. Only such of the Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) Identifying Number. The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds.

(a) Date of Bonds. The Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Certificate of Award.



(b) Denominations. The Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) Maturity. The Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Certificate of Award. No Bond shall mature later than the date which is 40 years after the date of issuance of the Bonds; provided, however, that for any Bonds that have a maturity greater than 30 years, an Authorized Officer shall make a finding that the useful life of the facility financed with the Bonds equal or exceeds the maturity date of the Bonds, to be determined as provided in subsection (a) of this Section. No Bond shall have principal maturing on more than one principal maturity date.

(d) Interest. The Bonds shall bear interest at an interest rate not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Bond, interest is in default on any outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds.

#### Section 6. Payment of Bonds.

(a) Request for Tax Levy. The money for the payment of principal, redemption premium, if any, and interest on the Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the Debt Service Fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District sufficient to redeem the Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

The ad valorem tax revenues levied to pay the Bonds shall, when collected, be deposited into the Debt Service Fund of the District. The foregoing Debt Service Fund and ad valorem tax revenues are irrevocably pledged, and the District hereby grants a lien and security interest therein, for the payment of the principal, redemption premium, if any, and interest on the Bonds when and as the same fall due. The moneys in the Debt Service Fund, to the extent necessary to pay the principal, redemption premium, if any, and interest on the Bonds as the same become due and payable, shall be transferred by the County or the District, as the case may be, to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal, redemption premium, if any, and interest on the Bonds. The property taxes and amounts held in the Debt Service Fund of the District shall immediately be subject to this pledge, and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the Owners of the Bonds in addition to any statutory lien that may exist, and the

Bonds are being issued to finance one or more projects and not to finance the general purposes of the District.

Additionally, in accordance with Section 15251(b) of the California Education Code and Section 53515(a) of the California Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the Bonds. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

(b) Payment of Principal. The principal of the Bonds shall be payable in lawful money of the United States of America to the Owners thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) Payment of Interest; Record Date. The interest on the Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) Debt Service Fund. Principal and interest due on the Bonds shall be paid from the Debt Service Fund of the District as provided in Section 15250 of the Education Code.

(e) Obligation of the District. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The obligation for repayment of the Bonds is the sole obligation of the District.

#### Section 7. Redemption Provisions.

(a) Optional Redemption. The Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Certificate of Award. The Certificate of Award may provide that the Bonds shall not be subject to optional redemption and may provide separate and distinct redemption provisions for the Bonds.

(b) Selection. If less than all of the Bonds are subject to such redemption and are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Certificate of Award), and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot (or as otherwise set forth in the Certificate of Award).

(d) Mandatory Sinking Fund Redemption. The Bonds, if any, which are designated in the Certificate of Award as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Certificate of Award), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in such Certificate of Award. Unless otherwise provided in the Certificate of Award, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity redeemed in accordance with subsection (a) or (b) of this Section prior to the mandatory sinking fund payment date. The Certificate of Award may provide that the Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Bonds as shall be necessary to accomplish the purposes of this Section.

(e) Notice of Redemption. Notice of any redemption of the Bonds shall be mailed by the Paying Agent, postage prepaid, not less than twenty (20) nor more than sixty (60) days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Agreement. Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (ix) notice that further interest on such Bonds will not accrue after the designated redemption date; and (x) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(f) Effect of Notice. A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (h) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the Debt Service Fund or the trust fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(g) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption.

Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(h) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds, the monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(i) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Debt Service Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (j) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Debt Service Fund of the District, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(j) Unclaimed Monies. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal or accreted value of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal or accreted value of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the

Debt Service Fund of the District for payment of any outstanding bonds of the District payable from the fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

#### Section 8. Paying Agent.

(a) Appointment, Payment of Fees and Expenses. This Board does hereby appoint the Treasurer and Tax Collector to act as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds on behalf of the District and consents to the Treasurer and Tax Collector's contracting with a third party to perform the services of Paying Agent. All fees and expenses of the paying agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Bonds, or from the Debt Service Fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code, such fees and expenses shall be paid by the District.

(b) Resignation, Removal and Replacement of Paying Agent. The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the County after consultation with the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the Treasurer and Tax Collector shall appoint a successor Paying Agent, which shall be any bank, trust company, national banking association or other financial institution doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) Principal Corporate Trust Office. The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank Trust Company, National Association, in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

(d) Registration Books. The Paying Agent shall keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

#### Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.

(a) Unless otherwise specified in the Certificate of Award, DTC is hereby appointed depository for the Bonds and the Bonds shall be issued in book-entry form only and shall be initially registered in the name of "Cede & Co.," as nominee of DTC. One bond certificate shall be issued for each maturity of the Bonds; provided, however, that if different CUSIP numbers are assigned to Bonds maturing in a single year or, if Bonds maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Bond for each maturity shall be executed and delivered in the aggregate principal amount of such Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof provided, however, that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days after the receipt of any such written request of the District.

(c) In the case of partial redemption or an advance refunding of the Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal.

(d) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Bonds.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

#### Section 10. Transfer and Exchange.

(a) Transfer. Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds, of the same maturity, Interest Payment Date and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by any Owner of Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Bonds for redemption, and (ii) after any Bond has been selected for redemption.

(b) Exchange. The Bonds may be exchanged for Bonds of other authorized denominations of the same maturity and Interest Payment Date, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, new Bonds of the same maturity and interest payment mode and interest rate for a like aggregate principal amount. The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Bonds for redemption, and (ii) after any Bond has been selected for redemption.

Section 11. Sale of Bonds. The Bonds shall be sold upon the taking of public bids and shall be offered by means of an Official Notice of Sale, in substantially the form submitted to this meeting and made a part hereof as though set forth herein. Such Bonds shall be sold to the responsible bidder who makes the best responsive bid therefor, after publication of a Notice of Intention to Sell Bonds once at least five (5) days before the date of sale in a financial publication generally circulated throughout the State of California or which the Municipal Advisor advises is expected to be disseminated among prospective bidders for the Bonds. The Official Notice of Sale with respect to the competitively sold Bonds shall require that (i) the purchase price of such Bonds shall be no less than the principal amount thereof; (ii) such Bonds shall otherwise conform to the limitations specified in this Resolution, including

specifically those terms prescribed by this section. The form of the Official Notice of Sale on file with the Secretary to the Board is hereby approved, and the Authorized Officers are each hereby authorized to publicize one or more instruments in substantially said form and award the sale pursuant thereto and pursuant to one or more certificates of award (the "Certificate of Award"), subject to such changes or revisions to the Official Notice of Sale as may be acceptable to the Authorized Officer, and the District's approval of all such changes shall be conclusively evidenced by the execution and delivery of the Certificate of Award. The District reserves the right to reject all bids and to re-bid the Bonds or, if necessary, to sell the Bonds by negotiated sale as permitted by law, upon consultation with the Municipal Advisor, and upon terms and conditions otherwise in conformity with the limitations contained in this Resolution.

The Certificate of Award or such other document awarding the sale of Bonds, shall recite the terms of the Bonds sold under such document in accordance with Section 5 hereof as determined in the sale thereof. The Certificate of Award shall recite the aggregate principal amount of the Bonds and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional, extraordinary and mandatory sinking fund redemption thereof if any.

In accordance with Section 15146(g) of the Education Code, to the extent not contracted to be paid by the Purchaser, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by U.S. Bank Trust Company, National Association, as cost of issuance administrator, proceeds of sale of the Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Bonds sold, as shall be set forth in the Certificate of Award, for the purposes of paying the costs associated with the issuance of the Bonds not contracted to be paid by the Purchaser, if any.

In accordance with subsection (h) and (i) of Section 15146 of the Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the Debt Service Fund of the District proceeds of sale of the Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Bonds for a period of two years from the date of issuance of the Bonds, as shall be set forth in the Certificate of Award, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

For purposes of Education Code section 15146(b) and Government Code section 5852.1, good faith estimates of (a) the true interest cost of the Bonds; (b) the costs associated with the issuance of the Bonds; (c) the amount of proceeds to be received by the District (less the Costs of Issuance or reserves or capitalized interest, if any); and (d) the total payments of principal of and interest on the Bonds through the final maturity of the Bonds, are set forth on **Exhibit B** attached hereto and incorporated herein.

Section 12. Continuing Disclosure Agreement. The Continuing Disclosure Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a Continuing Agreement in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to



be conclusively evidenced by the execution of the applicable Continuing Disclosure Agreement by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2 12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12).

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Bonds, and its use by the Purchaser in connection with the offering and sale of the Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Purchaser.

Section 15. Application and Investment of Proceeds.

(a) Proceeds Deposit. The proceeds from the sale of the Bonds shall be deposited in the County Treasury to the credit of the Building Fund of the District. Any premium or accrued interest received by the District shall be deposited in the Debt Service Fund of the District in the County Treasury. Earnings on the investment of moneys in either fund will be retained in that fund and used only for the purposes to which that fund may lawfully be applied. Moneys in the Building Fund may only be applied for the purposes for which the Bonds were approved. Moneys in the Debt Service Fund may only be applied to make payments of interest, principal, and premium, if any, on bonds of the District.

(b) Investment of Proceeds. Amounts deposited into the Building Fund and the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, will be invested at the Treasurer and Tax Collector's discretion pursuant to law and the investment policy of the County.

Section 16. Tax Covenants.

(a) Adverse Effect. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate with respect to the Bonds to be executed by the District on the date of issuance of such Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Bonds.

(b) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer and Tax Collector on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer and Tax Collector in writing, and the District shall make its best efforts to ensure that the Treasurer and Tax Collector shall take such action as may be necessary in accordance with such instructions.

(c) Legal Opinion. Notwithstanding any provision of this Section, if the District shall provide to the Treasurer and Tax Collector an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on Bonds under Section 103 of the Code, the Treasurer and Tax Collector may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate with respect to the Bonds, and the covenants hereunder shall be deemed to be modified to that extent.

Section 17. Professional Services. Dannis Woliver Kelley shall serve as bond counsel and as disclosure counsel to the District for the Bonds. Piper Sandler & Co. shall serve as Municipal Advisor for the Bonds.

Section 18. Delegation of Authority. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

Section 20. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Bonds, and to file with the Auditor-Controller and with the Treasurer and Tax Collector a copy of the executed Certificate of Award and this Resolution, and the schedule of amortization of the principal of and payment on the Bonds, and to file with the Treasurer and Tax Collector a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal, interest, and premium, if any, due

on the Bonds in each year, and to create in the County Treasury to the credit of the District a building fund and an Debt Service Fund pursuant to Section 15146 of the Education Code.

Section 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in connection with the issuance of the Bonds.

Section 22. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby. The Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the ad valorem taxes lawfully levied to pay the Principal of or interest on the Bonds.

Section 23. Indemnification of County. The District shall indemnify the County, its officers, agents and employees against any and all losses, claims, actions, suits, judgments, demands, damages, liabilities and expenses (including attorney fees and costs of investigation) of any nature arising out of any action or inaction of the District with respect to the issuance of the Bonds.

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The foregoing resolution was, on the 12th day of April, 2023, adopted by the Board of Education of the Monrovia Unified School District at a regular meeting by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**MONROVIA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Member of the Board of Education

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board of Education

**EXHIBIT A**

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

NO. R-\_\_\_

\$\_\_\_\_\_

**MONROVIA UNIFIED SCHOOL DISTRICT  
(LOS ANGELES COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BOND  
2022 ELECTION, 2023 SERIES A**

**INTEREST RATE:**

**MATURITY DATE:**

**DATED:**

**CUSIP NO:**

\_\_\_%

August 1, 20\_\_\_

\_\_\_\_\_, 2023

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ DOLLARS

The Monrovia Unified School District (the "District") of the County of Los Angeles, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing [August 1, 2023]. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the close of business on the 15th day of the calendar month preceding any Bond Payment Date (the "Record Date") to such Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before [July 15, 2023], in which event it shall bear interest from the date of delivery. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank Trust Company, National Association.

Principal is payable upon presentation and surrender of this bond at the corporate trust office of the Bond Registrar in Los Angeles, California. Interest is payable by check mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the Record Date. The Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of a series of \$\_\_\_\_\_ of bonds approved for the purpose of financing the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith, under authority of and pursuant to the laws of the State of California, and the requisite 55% vote of the electors of the District cast at a duly called election held on November 8, 2022, upon the question of issuing bonds in the amount of \$75,000,000, and the resolution of the Board of Education of the District adopted on \_\_\_\_\_, 2023 (the "Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The bonds of this issue are general obligations of the District and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund of the County is pledged or obligated to the payment of the bonds of this issue.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required to transfer or exchange any bonds (a) during the period from the Record Date next preceding any Bond Payment Date to such Bond Payment Date, (b) during the period beginning with the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (c) which have been selected or called for redemption in whole or in part.

The Bonds are subject to redemption prior to their stated maturity dates as set forth in the Certificate of Award.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding







## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

\_\_\_\_\_  
Commercial bank, trust company  
or member of a national  
securities exchange.

Notice:       The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT B**

### BOND PARAMETERS AND ESTIMATED COSTS OF ISSUANCE

1. Estimated True Interest Cost of the Bonds: 5.17%
2. Estimated Costs of Issuance, including Underwriter's Discount and potential bond insurance (the "Finance Charge"): \$508,675
3. Estimated Amount of Proceeds to be received by the District, less Finance Charge, reserves (if any) and capitalized interest (if any): \$18,241,325
4. Estimated Total Payment Amount (Debt Service to Maturity, including any Finance Charge not paid with proceeds of the Bonds (if any)): \$35,076,750

OFFICIAL NOTICE OF SALE

**\$18,750,000\***  
**MONROVIA UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**GENERAL OBLIGATION BONDS,**  
**2022 ELECTION, 2023 SERIES A**

**NOTICE IS HEREBY GIVEN** that *electronic bids only* for the purchase of \$18,750,000\* aggregate principal amount of Monrovia Unified School District (Los Angeles County, California) General Obligation Bonds, 2022 Election, 2023 Series A (the "Bonds") will be received by the Monrovia Unified School District (the "District") at the time and in the form below specified:

**DATE AND TIME:** \_\_\_\_\_, 2023, until [9:00 A.M.] (Pacific Daylight time)

**SUBMISSION OF BIDS:** Bids may be submitted (for receipt not later than the time set forth above) *electronically only* through the I-Deal LLC BiDCOMP/PARITY® system ("PARITY®"). See "FORM OF BID" herein.

**ISSUE; BOOK ENTRY:** \$18,750,000\* consisting of fully registered bonds. The Bonds will be dated as of their date of delivery, expected to be \_\_\_\_\_, 2023, and will be issued in minimum denominations of \$5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

**MATURITIES:** The Bonds will mature, or be subject to mandatory sinking fund redemption, on the dates and in the amounts, as set forth in the following table. *Each bidder is required to specify in its bid whether, for any particular year, the Bonds will mature or, alternately, be subject to mandatory sinking fund redemption in such year:*

**IMPORTANT NOTE:** [The District has designated a minimum and maximum purchase price at which the bonds are to be sold. See "TERMS OF SALE – Form of Bid; Minimum and Maximum Purchase Price".]

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\* Preliminary; subject to change.

**\$18,750,000\***  
**Monrovia Unified School District**  
**(Los Angeles County, California)**  
**General Obligation Bonds, 2022 Election, 2023 Series A**

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount*</u>
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**ADJUSTMENT OF PRINCIPAL AMOUNTS AND OF MATURITIES:** The maturity amounts set forth above for the Bonds may be adjusted either upward or downward in order to meet tax rate considerations after award of the Bonds has been made to the successful bidder. The successful bidder will be notified of the actual principal amounts and maturity schedule relating to the Bonds within 26 hours after the expiration of the time prescribed for the receipt of proposals. Any increase or decrease will be in \$5,000 increments of principal amounts and may include elimination of an entire maturity or maturities of the Bonds. In the event of any such adjustment, no re-bidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid. The aggregate principal amount of the Bonds will be equal to \$18,750,000\* under any circumstances.

**INTEREST:** The Bonds shall bear interest, calculated on a 30/360 day basis, at a rate or rates to be fixed upon the sale thereof but not to exceed 8.00% per annum, payable semiannually on each February 1 and August 1, commencing August 1, 2023.

**PAYMENT:** Principal of the Bonds will be payable upon surrender at U.S. Bank Trust Company, National Association, Los Angeles, California, (the "Paying Agent") as agent for the Treasurer and Tax Collector of the County of Los Angeles. Interest on the Bonds will be payable by check or draft mailed by first class mail to the owner at the address listed on the registration books maintained by the Paying Agent for such purpose.

**REGISTRATION:** The Bonds will be issued as fully registered bonds as to both principal and interest. The Bonds will be issued in the book-entry system of The Depository Trust Company ("DTC"), and the ownership of the Bonds will be registered to the nominee of DTC.

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\* Preliminary; subject to change.

**OPTIONAL REDEMPTION:**\* The Bonds maturing on or before August 1, 2033 are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 2034 may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 2033 at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

**SINKING FUND REDEMPTION:** Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

**PURPOSE:** A duly called municipal election was held in the District on November 8, 2022, and thereafter canvassed pursuant to law. At such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith (the "Project") in the maximum aggregate principal amount of \$75,000,000 (the "Authorization") payable from the levy of an *ad valorem* tax against the taxable property in the District. The Bonds represent the first issue under the Authorization and are being issued for the purpose of raising moneys for the Project and other authorized costs.

**SECURITY:** The Bonds are general obligations of the District. The Los Angeles County Board of Supervisors has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property).

**RATING:** Moody's Investors Service has assigned the rating of "\_\_\_" to the Bonds.

#### **TERMS OF SALE**

**INTEREST RATE:** No rate of interest may be bid which exceeds 8.00% per annum. Each rate bid must be a multiple of one-twentieth of one percent (1/20%) or one-eighth of one percent (1/8%), and a zero rate of interest cannot be specified. No Bond shall bear more than one interest rate, and all Bonds of the same maturity shall bear the same rate. Each Bond must bear interest at the rate specified in the bid from its dated date to its fixed maturity date.

**FORM OF BID; [MINIMUM AND MAXIMUM PURCHASE PRICE]:** Each proposal must be for not less than all of the Bonds hereby offered for sale. The minimum purchase price to be paid to the District for the Bonds shall not be less than \_\_\_% of the par value thereof. The maximum purchase price to be paid to the District for the Bonds shall not be more than \_\_\_% of the par value thereof. This purchase price is net of purchaser's compensation and bond insurance premium, if obtained. No bid will be entertained which fails to satisfy the minimum and maximum purchase price requirements specified in this paragraph. In addition, no bid shall provide for original issue premium, net of purchaser's

compensation and bond insurance premium, if obtained, which results in remaining original issue premium which exceeds interest due on the Bonds in the first 3 years.

To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about BiDCOMP/PARITY®, bidders may contact the Municipal Advisor, Piper Sandler & Co., at [Telephone Number] or BiDCOMP/PARITY® at (212) 404-8102.

THE DISTRICT RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY AND COMPLETE. NONE OF THE DISTRICT, PIPER SANDLER & CO. ("MUNICIPAL ADVISOR"), OR DANNIS WOLIVER KELLEY ("BOND COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE OR NOT RECEIVED.

EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH BiDCOMP/PARITY® AND THAT BiDCOMP/PARITY® IS NOT ACTING AS AN AGENT OF THE DISTRICT. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM BiDCOMP/PARITY® AND THE DISTRICT ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF BiDCOMP/PARITY®. THE DISTRICT SHALL ASSUME THAT ANY BID RECEIVED THROUGH BiDCOMP/PARITY® HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE DISTRICT WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER THE DISTRICT, THE MUNICIPAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR ACCEPTED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE DISTRICT AND THE DISTRICT SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY BiDCOMP/PARITY® AS THE OFFICIAL TIME.

**BEST BID:** The Bonds will be awarded to the responsible bidder or bidders offering to purchase the Bonds at the *lowest true interest cost* to the District. The true interest cost of each bid will be determined on the basis of the present value of the aggregate future semiannual payments resulting from the interest rates specified by the bidder. The present value will be calculated to the dated date of the Bonds (assumed to be \_\_\_\_\_, 2023) and will be based on the proposed bid amount (par value plus any premium). For the purpose of making such determination, it shall be assumed that any Bond designated as term bonds by the bidder shall be deemed to be payable on the dates and in the amounts as shown under the section entitled "MATURITIES" herein. Each bidder is requested, but not required, to state in his bid the percentage true interest cost to the District, which shall be considered as informative only and shall not be binding on either the bidder or the District. The determination of the best bid by the Municipal Advisor shall be binding and conclusive on all bidders.

**RIGHT OF CANCELLATION OF SALE BY DISTRICT:** The District reserves the right, in its sole discretion, at any time to cancel the public sale of the Bonds. In such event, the District shall cause notice of cancellation of this invitation for bids and the public sale of the Bonds to be communicated through PARITY® as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Bonds.

**RIGHT TO MODIFY OR AMEND:** The District reserves the right, in its sole discretion, to modify or amend this official Notice of Sale at any time prior to the date and time for the receipt of bids, communicated through PARITY®.

The District reserves the right to increase or decrease the principal amount of any maturity of the Bonds. The aggregate principal amount of the Bonds will be equal to \$18,750,000\* under any circumstances. The District will give notice of any such adjustment to the successful bidder as soon as practicable following the notification of award. No such adjustment will alter the basis upon which the best bid is determined.

**RIGHT OF POSTPONEMENT BY DISTRICT:** The District reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated through the PARITY® prior to the date and time for the receipt of bids. If any date is postponed, any alternative sale date will be announced through PARITY® at least 24 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced by through PARITY® at the time the sale date and time are announced.

**RIGHT OF REJECTION:** The District reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid except that no bids will be accepted later than [9:00 A.M.] Pacific Time on the date set for receipt of bids.

**PROMPT AWARD:** Pursuant to authority granted by the Board of Education of the District (the "Board"), the Superintendent, the Assistant Superintendent, Business Services, or another authorized District officer or designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of proposals; provided, that the award may be made after the expiration of the specified time if the bidder shall not have given to said Board notice in writing of the withdrawal of such proposal.

**PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY:** It is expected that said Bonds will be delivered to DTC for the account of the successful bidder within thirty (30) days from the date of sale thereof. The successful bidder shall have the right, at his option, to cancel its obligation to purchase the Bonds if the Bonds are not tendered for delivery within thirty (30) days from the date of the sale thereof, and in such event the successful bidder shall be entitled to the return of the Deposit (defined below).

**[NO GOOD FAITH DEPOSIT:** A good faith deposit is not required in connection with the sale of the Bonds.]

**CHANGE IN TAX EXEMPT STATUS:** At any time before the Bonds are tendered for delivery, the successful bidder may disaffirm and withdraw their proposal if the interest received by private holders from Bonds of the same type and character shall be declared to be taxable income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable, or be required to be taken into account in computing federal income taxes (except alternative minimum taxes and environmental taxes payable by corporations) by any federal income tax law enacted subsequent to the date of this notice.

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\* Preliminary; subject to change.

**ESTABLISHMENT OF ISSUE PRICE:** The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at closing an "issue price" certificate setting forth the reasonable expected initial offering price to the public or the sale price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Appendix A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the District and Bond Counsel. All actions to be taken by the District under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the District's Municipal Advisor identified herein and any notice or report to be provided to the District may be provided to the Municipal Advisor.

The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the District shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The District will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. **Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.**

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the



related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the District to the winning bidder.

**CLOSING PAPERS; BOND PRINTING:** Each proposal will be understood to be conditioned upon the District furnishing to the purchaser, without charge, concurrently with payment for and delivery of the Bonds, the following closing papers, each dated the date of delivery:

(a) The opinion of Dannis Woliver Kelley, San Diego, California, Bond Counsel, approving the validity of the Bonds and stating that, subject to the District's compliance with

certain covenants, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof and interest on the Bonds is exempt from personal income taxes of the State of California. Other tax consequences to holders of the Bonds, if any, are not addressed in the opinion;

(b) A certificate of the District certifying that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds;

(c) A certificate of the District, signed by officers and representatives of the District, certifying that the officers and representatives have signed the Bonds whether by facsimile or manual signature, and that they were respectively duly authorized to execute the same;

(d) The receipt of the County evidencing the receipt of the net purchase price of the Bonds;

(e) A certificate of the District, certifying that there is no known litigation threatened or pending affecting the validity of the Bonds; and

(f) A certificate of the District, signed by an officer of the District, acting in his/her official capacity, to the effect that at the time of the sale of the Bonds, and at all times subsequent thereto up to and including the time of the delivery of the Bonds, the Official Statement relating to the Bonds did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

**CUSIP NUMBERS:** It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses of printing CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of said numbers shall be paid by the successful bidder.

**CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION:** The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory Commission when due.

**DTC FEES:** All fees due DTC with respect to the Bonds shall be paid by the successful bidder or bidders.

**OFFICIAL STATEMENT:** The District has caused to be prepared a Preliminary Official Statement describing the Bonds in a form deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for certain information which is permitted under said Rule 15c2-12 to be omitted from the Preliminary Official Statement. A copy of the Preliminary Official Statement will be furnished upon request to the Municipal Advisor, as follows: Piper Sandler & Co., 2321 Rosecrans Avenue, #3200, El Segundo, CA 90245 telephone \_\_\_\_\_. The District will furnish to the successful bidder within seven business days following the date of

award, at no charge, not in excess of 25 copies of the Official Statement for use in connection with any resale of the Bonds.

**DISCLOSURE CERTIFICATE:** The District will deliver to the purchaser of the Bonds a certificate of an official of the District, dated the date of Bond delivery, stating that at the time of the sale of the Bonds, and at all times subsequent thereto up to and including the time of the delivery of the Bonds, to the best of the knowledge and belief of said official, the Official Statement did not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

**CONTINUING DISCLOSURE:** In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the District will undertake, pursuant to the resolution authorizing issuance of the Bonds and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

Dated: \_\_\_\_\_, 2023.

## APPENDIX A

**\$18,750,000\***

**MONROVIA UNIFIED SCHOOL DISTRICT  
(Los Angeles County, California)  
GENERAL OBLIGATION BONDS,  
2022 ELECTION, 2023 SERIES A**

### FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [UNDERWRITER] (the "Underwriter"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

#### **1. Reasonably Expected Initial Offering Price.**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Underwriter to purchase the Bonds.

(b) Underwriter was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by Underwriter constituted a firm offer to purchase the Bonds.

#### **2. Defined Terms.**

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 2023.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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\* Preliminary; subject to change

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dannis Woliver Kelley in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

[UNDERWRITER]

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

Dated: \_\_\_\_\_, 2023

**SCHEDULE A-1**

EXPECTED OFFERING PRICES

(To be attached)

**SCHEDULE A-2**

COPY OF UNDERWRITER'S BID

(To be attached)

**NEW ISSUE – BOOK ENTRY ONLY**

**RATING: Moody's: “\_\_\_”  
(See “RATING” herein.)**

*In the opinion of Dannis Woliver Kelley, Bond Counsel to the District, under existing law, interest on the Bonds is exempt from personal income taxes of the State of California, and, assuming continuing compliance after the date of initial delivery of the Bonds with certain covenants contained in the Resolution authorizing the Bonds and subject to the matters set forth under “TAX MATTERS” herein, interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions will be excludable from the gross income of the owners thereof pursuant to section 103 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds, and will not be included in computing the alternative minimum taxable income of the owners thereof; however, interest on the Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. See “TAX MATTERS” herein.*

**\$18,750,000\***  
**MONROVIA UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**GENERAL OBLIGATION BONDS,**  
**2022 ELECTION, 2023 SERIES A**

Dated: Date of Delivery

Due: August 1, as shown on inside cover.

The Monrovia Unified School District (Los Angeles County, California) General Obligation Bonds, 2022 Election, 2023 Series A (the “Bonds”) are being issued by the Monrovia Unified School District (the “District”) to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith, as more fully described herein under the caption “THE PROJECTS”. The Bonds were authorized at an election within the District held on November 8, 2022 (the “Election”) at which at least fifty-five percent of the registered voters voting on the proposition voted to authorize the issuance and sale of \$75,000,000 aggregate principal amount of general obligation bonds of the District (the “2022 Authorization”). The Bonds are the first series of general obligation bonds issued under the 2022 Authorization.

The Bonds are general obligations of the District only and are not obligations of the County of Los Angeles (the “County”), the State of California or any of its other political subdivisions. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* property taxes without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for each fiscal year upon the taxable property of the District in an amount at least sufficient, together with other moneys available for such purpose, to pay the principal of, and premium, if any, and interest on each Bond as the same becomes due and payable.

Interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2023. See “THE BONDS” herein.

The Bonds will be issued in book-entry form only, in denominations of \$5,000 or integral multiples thereof. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Purchasers will not receive certificates representing their interests in the Bonds. The Treasurer and Tax Collector of Los Angeles County has been appointed as Paying Agent for the Bonds. Payments on the Bonds will be made by U.S. Bank Trust Company, National Association, as agent of the Treasurer - Tax Collector of Los Angeles, as the Paying Agent, to DTC for subsequent disbursement to DTC participants who will remit such payments to the beneficial owners of the Bonds. See “THE BONDS – Book-Entry Only System.”

**The Bonds are subject to redemption prior to maturity as described herein.** See “THE BONDS – Redemption” herein.

**MATURITY SCHEDULE**  
On Inside Cover

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

**The Bonds will be sold to an Underwriter (defined herein) by competitive sale pursuant to the terms of an Official Notice of Sale dated \_\_\_\_\_, 2023 for such Bonds. See “METHOD OF SALE” herein.**

*The Bonds will be offered when, as and if issued and received by the Underwriter subject to the approval of legality by Dannis Woliver Kelley, San Diego, California, Bond Counsel, and certain other conditions. Dannis Woliver Kelley, San Diego, California, is acting as Disclosure Counsel for the issue. It is anticipated that the Bonds will be available for delivery in definitive form in New York, New York, through the facilities of DTC on or about \_\_\_\_\_, 2023.*

The Date of this Official Statement is: \_\_\_\_\_, 2023.

\* Preliminary, subject to change.



**MATURITY SCHEDULE**

**\$18,750,000\***  
**MONROVIA UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**GENERAL OBLIGATION BONDS,**  
**2022 ELECTION, 2023 SERIES A**

<u>Maturity</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP<sup>1</sup></u> <u>(611594)</u>
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\$ \_\_\_\_ % Term Bonds due August 1, 20\_\_; Yield \_\_%\*, CUSIP<sup>1</sup> 611594

\* Preliminary, subject to change.

<sup>1</sup> CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter, or their agents or counsel assumes responsibility for the accuracy of such numbers.

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Los Angeles County, State of California**

**Board of Education**

Traci L. Gholar, *President*  
Jennifer Anderson, *Vice President*  
Rob Hammond, *Clerk*  
Maritza Travanti, *Member*  
Selene Lockerbie, *Member*

**District Administrators**

Ryan D. Smith, Ed.D., *Superintendent*  
Greg Francois, Ed.D., *Deputy Superintendent*  
Jessica M. Garcia, *Assistant Superintendent, Business Services*  
Greg Puccia, Ed.D., *Assistant Superintendent, Human Resources*

**SPECIAL SERVICES**

**Bond Counsel and Disclosure Counsel**

Dannis Woliver Kelley  
*San Diego, California*

**Municipal Advisor**

Piper Sandler & Co.  
*Walnut Creek, California*

**Paying Agent**

U.S. Bank Trust Company, National Association,  
as agent of  
Treasurer and Tax Collector of the County of Los Angeles  
*Los Angeles, California*

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No dealer, broker, salesperson or other person has been authorized by the Monrovia Unified School District (the "District") to provide any information or to make any representations other than as contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell, the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly described herein, are intended solely as such and are not to be construed as a representation of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. Although certain information set forth in this Official Statement has been provided by the County of Los Angeles (the "County"), the County has not approved this Official Statement and is not responsible for the accuracy or completeness of the statements contained in this Official Statement except for the information set forth under the caption "LOS ANGELES COUNTY TREASURY POOL."

**In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, institutional investors, banks or others at prices lower or higher than the public offering prices stated on the inside cover page hereof and said public offering prices may be changed from time to time by the Underwriter.**

The District maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

**\$18,750,000\***  
**MONROVIA UNIFIED SCHOOL DISTRICT**  
**(Los Angeles County, California)**  
**GENERAL OBLIGATION BONDS,**  
**2022 ELECTION, 2023 SERIES A**

**INTRODUCTION**

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

**General**

The Monrovia Unified School District (the “District”) proposes to issue \$18,750,000\* aggregate principal amount of its General Obligation Bonds, 2022 Election, 2023 Series A (the “Bonds”) under and pursuant to a bond authorization (the “2022 Authorization”) for the issuance and sale of not more than \$75,000,000 of general obligation bonds approved by 55% or more of the qualified voters of the District voting on the proposition at a general election held on November 8, 2022 (the “Election”). The Bonds are the first series of bonds issued under the 2022 Authorization. Subsequent to the issuance of the Bonds, \$56,250,000\* aggregate principal amount of general obligation bonds will remain for issuance pursuant to the 2022 Authorization.

Proceeds from the sale of the Bonds will be used to finance the acquisition, construction, furnishing and equipping of District facilities and to pay certain costs of issuance associated therewith. See “THE PROJECTS” herein. The Bonds are issued on a parity basis with all outstanding general obligation bonds of the District.

**Registration**

U.S. Bank Trust Company, National Association, as agent for the Treasurer and Tax Collector of the County of Los Angeles, California (the “Treasurer”), will act as the initial registrar, transfer agent and paying agent for the Bonds (the “Paying Agent”). As long as The Depository Trust Company, New York, New York (“DTC”) is the registered owner of the Bonds and DTC’s book entry-method is used for the Bonds, the Paying Agent will send any notice of redemption or other notices to owners only to DTC. See “THE BONDS – Description of the Bonds” herein.

**The District**

The Monrovia Unified School District (the “District”) was established as a unified school district on July 1, 1961. The District is located in East Central Los Angeles County, including within its boundaries the incorporated City of Monrovia, as well as small portions of the cities of Arcadia and Irwindale and some unincorporated areas of Los Angeles County. The District covers about 13 square miles. The District maintains one high school, one continuation high school, two middle schools, five elementary schools and one community day school. The District also has a child development center and

\* Preliminary, subject to change.

an adult education center. Average daily attendance for fiscal year 2022-23 is \_\_\_\_\_ students as of the second interim report and the property within the District has an assessed value of \$ \_\_\_\_\_ in 2022-23. The audited financial statements for the District for the fiscal year ended June 30, 2022 are attached hereto as APPENDIX B. For further information concerning the District, see the caption “MONROVIA UNIFIED SCHOOL DISTRICT” herein.

### **Sources of Payment for the Bonds**

The Bonds are general obligations of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates), for the payment of principal and interest on the Bonds when due. See “SECURITY FOR THE BONDS” and “TAX BASE FOR REPAYMENT OF THE BONDS” herein.

### **Continuing Disclosure**

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed by the District in connection with the Bonds. See “THE BONDS – Continuing Disclosure Agreement,” “CONTINUING DISCLOSURE” herein and “APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

### **Professionals Involved in the Offering**

Dannis Woliver Kelley, San Diego, California, is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. U.S. Bank Trust Company, National Association, Los Angeles, California, as agent for the Treasurer, is acting as registrar, transfer agent and paying agent for the Bonds. Piper Sandler & Co., El Segundo, California, is acting as Municipal Advisor to the District in connection with the issuance of the Bonds. Dannis Woliver Kelley, U.S. Bank Trust Company, National Association and Piper Sandler & Co. will receive compensation from the District contingent upon the sale and delivery of the Bonds.

### **Forward Looking Statements**

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.



## **Closing Date**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2023.

## **THE BONDS**

### **Authority for Issuance**

The Bonds are general obligations of the District. The Bonds are being issued by the District under the provisions of Title 5, Division 2, Part 1, Chapter 3, Article 4.5 of the Government Code of the State (the “Government Code”) (commencing with Section 53506) and pursuant to a resolution of the Board of Education of the District (the “Board”) adopted on \_\_\_\_\_, 2023 (the “Resolution”).

### **Purpose of Issue**

The net proceeds of the Bonds will be used to finance certain capital improvements for the District as specified in the District bond proposition submitted at the Election, which includes repairing and upgrading classrooms, science labs, career-training facilities, and instructional technology; fixing deteriorating roofs, plumbing and electrical systems; and improving school safety and security systems. See “THE PROJECTS” herein.

### **Description of the Bonds**

The Bonds will be dated their date of delivery and will be issued only as fully registered bonds in denominations of \$5,000 principal amount or integral multiples thereof.

The Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the owners or registered owners shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners of the Bonds.

### **Book-Entry Only System**

The Bonds will be issued under a book-entry system, evidencing ownership of the Bonds in denominations of \$5,000 principal amount or integral multiples thereof, with no physical distribution of Bonds made to the public. DTC will act as depository for the Bonds, which will be immobilized in their custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC. For further information regarding DTC and the book entry system, see APPENDIX F hereto.

So long as Cede & Co. is the registered owner of the Bonds, principal of and interest or premium, if any, on the Bonds are payable by wire transfer or New York Clearing House or by wire transfer of same day funds by U.S. Bank Trust Company, National Association, as Paying Agent, to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC participants for subsequent disbursement to the Beneficial Owners. See “APPENDIX F – BOOK-ENTRY ONLY SYSTEM” herein.

## Payment of the Bonds

Principal of the Bonds is payable annually on August 1, commencing August 1, 20\_\_, as shown on the inside front cover hereof. Interest on the Bonds is payable commencing August 1, 2023, and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date”). The Bonds shall be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof.

Interest on each Bond shall accrue from its dated date at the interest rates applicable thereto as set forth on the inside cover page hereof. Interest shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date (the “Record Date”). Interest will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered prior to the close of business on July 15, 2023, in which event interest shall be payable from its dated date; provided, however, that if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest will be made on each Interest Payment Date by check or draft sent by first-class mail, postage prepaid, to the Owner thereof on the Record Date, or by wire transfer to any Owner of \$1,000,000 or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; provided, however, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent which shall not be more than 15 days and not less than ten days prior to the date of the proposed payment of defaulted interest.

## Redemption<sup>\*</sup>

**Optional Redemption** – The Bonds maturing on or before August 1, 2033 are not subject to optional redemption prior to maturity. The Bonds maturing on or after August 1, 2034 may be redeemed before maturity at the option of the District, in whole or in part, from any source of available funds, on any date on or after August 1, 2033 at a redemption price equal to the par amount to be redeemed, plus accrued interest to the date of redemption, without premium.

**Mandatory Redemption.** The Bonds maturing on August 1, 20\_\_ are subject to mandatory sinking fund redemption on August 1 of each Mandatory Sinking Fund Redemption Date and in the respective principal amounts as set forth in the following schedule, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium:

Mandatory Sinking Fund Redemption Date (August 1)	Principal Amount to be Redeemed
<hr/>	<hr/>

<sup>(1)</sup> Maturity.

<sup>\*</sup> Preliminary; subject to change.

In the event that a portion of the Bonds maturing on August 1, 20\_\_ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above for such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount of such Bonds optionally redeemed.

### **Selection of Bonds for Redemption**

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent shall redeem Bonds in inverse order of maturities or as otherwise directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot or as otherwise directed by the District.

### **Notice of Redemption**

Notice of any redemption of the Bonds of shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date by first class mail to the County and the Owners and as may be further required in accordance with the Continuing Disclosure Agreement. Each notice of redemption shall state (i) the date of the notice; (ii) the name of the Bonds and the date of issue of the Bonds; (iii) the redemption date; (iv) the redemption price; (v) the dates of maturity or maturities of Bonds to be redeemed; (vi) in the case of Bonds redeemed in part only, the respective portions of the principal amount of the Bonds of each maturity to be redeemed; (vii) the CUSIP number, if any, of each Bond to be redeemed; (viii) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (viii) notice that further interest on such Bonds will not accrue after the designated redemption date; and (ix) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

### **Right to Rescind Notice of Redemption**

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the Debt Service Fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of and interest and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

### **Effect of Notice of Redemption**

Neither the failure to receive the notice of redemption as provided in the Resolution, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of interest on the date fixed for redemption. When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in the Resolution, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date

shall be entitled to payment thereof only from the Debt Service Fund or the trust fund established for such purpose.

### **Transfer and Exchange**

Any Bond may be exchanged for Bonds of like tenor, series, maturity and principal amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of such Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

### **Defeasance**

If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Bonds all or any part of the principal, interest and premium, if any, on the Bonds at the times and in the manner provided in the Resolution or the Bonds, or as described in the following paragraph, or as otherwise provided by law consistent with the Resolution, then such Owners shall cease to be entitled to the obligation of the District as provided in the Resolution, such obligation and all agreements and covenants of the District and of the County to such Owners under the Resolution and under the Bonds, shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of monies on deposit in the Debt Service Fund or otherwise held in trust for such payment; and provided further, however, that the provisions of the Resolution relating to unclaimed monies shall apply in all events.

For purposes of defeasance of the Bonds in accordance with the Resolution, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent, selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the Debt Service Fund of the District, be fully sufficient to pay and discharge the indebtedness on the Bonds (including all principal, interest and redemption premiums) at or before their maturity dates.

### **Continuing Disclosure Agreement**

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the District will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") in the form of APPENDIX D hereto, on or prior to the delivery of the Bonds in which the District will undertake, for the benefit of the Beneficial Owners of the Bonds, to provide certain information as set forth therein. See "CONTINUING DISCLOSURE" herein and "APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto.

## SOURCES AND USES OF FUNDS

The proceeds of the Bonds are expected to be applied as follows:

<i>Sources of Funds</i>	<u>The Bonds</u>
Principal Amount of Bonds	
[Net] Original Issue Premium	
Total Sources	
<i>Uses of Funds</i>	
Deposit to Debt Service Fund	
Costs of Issuance <sup>(1)</sup>	
Total Uses	

<sup>(1)</sup> Includes Underwriter's discount, Bond and Disclosure Counsel fees, Municipal Advisory fees, paying agent fees, rating agency fees and other costs of issuance.

### Application of Proceeds

The net proceeds from the sale of the Bonds (other than premium) shall be paid to the County to the credit of the Monrovia Unified School District Building Fund (the "Building Fund") established pursuant to the Resolution and shall be disbursed for the payment of the costs of acquiring and constructing the projects (as described below). Any premium or accrued interest received by the District from the sale of the Bonds will be deposited in the Debt Service Fund. Earnings on the investment of moneys in either the Building Fund or the Debt Service Fund will be retained in the respective fund and used only for the purposes to which the respective fund may lawfully be applied. Moneys in the Debt Service Fund may only be applied to make payments of principal of and interest, and premium, if any, on bonds of the District. All funds held in the Building Fund and the Debt Service Fund will be invested by the Treasurer.

## DEBT SERVICE SCHEDULES

The following table summarizes the principal and interest payments on the Bonds, assuming no optional redemption.

### DEBT SERVICE ON THE BONDS

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
Total			

The following table shows the annual debt service payments on all of the District’s outstanding general obligation bonds, comprising its Election of 1997 General Obligation Bonds, Series B, (the “1997 Series B Bonds”), 2005 General Obligation Refunding Bonds (the “2005 Refunding Bonds”), Election of 2006 General Obligation Bonds, Series B (the “2006 Series B Bonds”), Election of 2006 General Obligation Bonds, Series C (the “2006 Series C Bonds”), Election of 2006 General Obligation Bonds, Series C-1 (the “2006 Series C-1 Bonds”), 2015 General Obligation Refunding Bonds (the “2015 Refunding Bonds”) and the Bonds, assuming no optional redemption.

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Debt Service Schedule for Outstanding General Obligation Bonds**

<u>Period Ending August 1</u>	<u>1997 Series B Bonds</u>	<u>2005 Refunding Bonds</u>	<u>2006 Series B Bonds</u>	<u>2006 Series C Bonds</u>	<u>2006 Series C-1 Bonds</u>	<u>2015 Refunding Bonds</u>	<u>The Bonds</u>	<u>Total Debt Service</u>
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**Total**

## SECURITY FOR THE BONDS

### General

The Bonds are general obligations of the District, and the Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes upon all property within the District subject to taxation by the County, without limitation as to rate or amount (except certain personal property which is taxable at limited rates) for payment of both principal of and interest on the Bonds. The District received authorization to issue \$75,000,000 principal amount of general obligation bonds pursuant to an election of the qualified electors within the District on November 8, 2022. Subsequent to the issuance of the Bonds, \$56,250,000\* aggregate principal amount of general obligation bonds will remain for issuance under the 2022 Authorization.

### Property Taxation System

Property tax revenues result from the application of the appropriate tax rate to the total assessed value of taxable property in the District. School districts receive property taxes for payment of voter-approved bonds as well as for general operating purposes.

Local property taxation is the responsibility of various county officers. School districts whose boundaries extend into more than one county are treated for property tax purposes as separate jurisdictions in each county in which they are located. For each school district located in a county, the county assessor computes the value of locally assessed taxable property. Based on the assessed value of property and the scheduled debt service on outstanding bonds in each year, the county auditor-controller computes the rate of tax necessary to pay such debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer and tax collector prepares and mails tax bills to taxpayers and collects the taxes. In addition, the treasurer and tax collector, as *ex officio* treasurer of each school district located in the county, holds school district funds, including taxes collected for payment of school bonds, and is charged with payment of principal and interest on the bonds when due.

### Restrictions on use of *Ad Valorem* Taxes and Statutory Lien on Debt Service

Under State of California (the “State”) law, school districts may levy *ad valorem* taxes (in addition to their share of the 1% county tax to pay operating expenses) only to pay principal of and interest on general obligation bonds that, like the Bonds, are approved at an election to finance specified projects or are bonds issued to refund such general obligation bonds. Moreover, State law provides that the *ad valorem* taxes may be levied to pay the principal of and interest on bonds and for no other purpose. Consequently, under State law, the District is not authorized to divert revenue from *ad valorem* taxes levied to pay the Bonds to a purpose other than payment of the Bonds.

Pursuant to Section 53515 of the Government Code, effective for any bonds issued on or after January 1, 2016, the Bonds will be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* property taxes for the payment thereof. The lien automatically attaches, without further action or authorization by the Board, and is valid and binding from the time the Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the *ad valorem* property tax will be immediately subject to the lien, and such lien will be enforceable against the District, its successor, transferees and creditors, and all other parties asserting rights therein, irrespective of

\* Preliminary, subject to change.



whether such parties have notice of the lien and without the need for physical delivery, recordation, filing or further act.

### **Pledge of Tax Revenues**

Under the Resolution, the District has pledged, as security for the Bonds and the interest thereon, the proceeds from the levy of the *ad valorem* tax which the County levies and receives and all interest earnings thereon (the “Pledged Moneys”). The Pledged Moneys shall be used to pay the principal of, premium, if any, and interest on the Bonds when and as the same shall become due and payable.

The Bonds are the general obligations of the District, payable solely from Pledged Moneys and do not constitute an obligation of the County except as provided in the Resolution. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon. Other than the Pledged Moneys, no funds or accounts of the District are pledged to payment of the Bonds.

### **THE PROJECTS**

The District will apply the net proceeds of the Bonds to finance the acquisition, construction, furnishing and equipping of District facilities in accordance with the bond proposition approved at the Election which includes the ballot measure and a project list. The “Smaller Classes, Safer Schools, and Financial Accountability Act,” a Constitutional amendment known as Proposition 39, controls the method by which the District will expend Bond proceeds on its capital improvements. Prior to the Election, the District prepared and submitted to the Board for approval a master list of capital improvement projects to be built, acquired, constructed or installed with the proceeds of the Bonds, which was then submitted to the voters at the Election (the “Project List”). The District will prioritize and may not complete all components of the Project List.

### **TAX BASE FOR REPAYMENT OF THE BONDS**

*The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District’s general fund is not a source for the repayment of the Bonds.*

#### **Ad Valorem Property Taxation**

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a “floating lien date”). For assessment and collection purposes, property is classified either as “secured” or “unsecured” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing property secured by a lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the “unsecured roll.”

The County levies a 1% property tax on behalf of all taxing agencies in the County. The taxes collected are allocated on the basis of a formula established by State law enacted in 1979. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of “situated” growth in assessed value (new construction, change of ownership, inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas which were developed to permit the levying of taxes for less than

county-wide or less than city-wide special and school districts. In addition, the County levies and collects additional approved property taxes and assessments on behalf of any taxing agency within the County.

Property taxes on the secured roll are due in two installments, on November 1 and February 1. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll secured by the assessee's fee ownership of land with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Those properties on the secured roll that become tax-defaulted on June 30 of the fiscal year that are not secured by the assessee's fee ownership of land are transferred to the unsecured roll and are then subject to the Treasurer's enforcement procedures (*i.e.*, seizures of money and property, liens and judgments). Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the tax-defaulted property is subject to sale by the Treasurer.

Property taxes on the unsecured roll as of July 31 become delinquent, if unpaid, on August 31 and are subject to a 10% delinquency penalty. Unsecured property taxes remaining unpaid on October 31 are also subject to an additional penalty of one and one half percent per month on the first day of each month thereafter. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.

The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the respective County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for recordation in the County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements, bank accounts or possessory interests belonging or assessed to the taxpayer.

### **Assessed Valuations**

The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the full value of the property, as defined in Article XIII A of the California Constitution. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES" herein.

The State Constitution currently requires a credit of \$7,000 of the taxable value of an owner-occupied dwelling for which application has been made to the County Assessor. The revenue estimated to be lost to local taxing agencies due to the exemption is reimbursed from State sources. Reimbursement is based upon total taxes due upon such exempt value and is not reduced by any amount for estimated or actual delinquencies. Current law also provides, upon application, a basis exemption of \$100,000 increased by inflation for veterans with specified disabilities or for unmarried spouses of deceased veterans. The exemption may be raised to \$150,000 if the applicant meets the income limit of \$40,000.

In addition, certain classes of property such as cemeteries, free public libraries and museums, public schools, churches, colleges, not-for-profit hospitals and charitable institutions are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions.

The following tables presents the historical assessed valuation in the District since fiscal year 2012-13. The District's total assessed valuation is \$ \_\_\_\_\_ for fiscal year 2022-23.

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Summary of Assessed Valuations**  
**Fiscal Years 2012-13 Through 2022-23**

Fiscal Year	Local Secured	Utility	Unsecured	Total	Annual % Change
2012-13	\$4,642,502,538	\$222,150	\$191,073,584	\$4,833,798,272	--
2013-14	4,782,783,493	222,150	188,755,182	4,971,760,825	
2014-15	5,043,118,227	222,150	182,788,011	5,226,128,388	
2015-16					
2016-17					
2017-18					
2018-19					
2019-20					
2020-21					
2021-22					
2022-23					

Source: *California Municipal Statistics, Inc.*

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, fire, drought, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See "SECURITY FOR THE BONDS."

**Natural Disasters Impacting Assessed Valuations**

***Drought Conditions.*** Water shortfalls resulting from the driest conditions in recorded State history caused a State-wide drought State of Emergency for California in 2014 and the imposition by State regulators of reductions in water usage through 2017 when the State-wide drought ended in almost all California counties.

During fiscal year 2020-21, 2021-22, and continuing during fiscal year 2022-23, much of the State has experienced Severe or Extreme Drought, pursuant to the U.S. Drought Monitor Classification Scheme. On July 8, 2021, Governor Newsom signed Executive Order N-10-21 calling on all Californians to voluntarily reduce water usage by 15%. On October 19, 2021, Governor Newsom declared a State of Emergency due to drought in the State. On January 4, 2022, State Water Board adopted emergency use regulations prohibiting certain wasteful water practices such as watering ornamental landscapes during rain and using potable water to clean hard surfaces and driveways. On June 14, 2022, additional emergency water conservation regulations took effect limiting watering of ornamental grasses in certain locations.

According to the U.S. Drought Monitor, as of March 7, 2023, 26.84% of the State is not experiencing drought conditions, 30.10% is experiencing Abnormally Dry conditions, 24.06% is

experiencing Moderate Drought and 19.00% of the State is experiencing Severe Drought. The County is currently experiencing Abnormally Dry and Moderate Drought. The District cannot predict if or when water usage restrictions might be imposed again or what impact such restrictions, if imposed, might have on the assessed valuation of the District and the local economy.

***Earthquakes.*** All jurisdictions in California are subject to the effects of damaging earthquakes. Earthquakes are considered a threat to the District due to the highly active seismic region and the proximity of fault zones, which could influence much of the California coastline including the Los Angeles County Area. An earthquake along one of the faults in the vicinity, either known or unknown, could cause a number of casualties and extensive property damage. The effects of such a quake could be aggravated by aftershocks and secondary effects such as fires, landslides, dam failure, liquefaction and other threats to public health, safety and welfare. The potential direct and indirect consequences of a major earthquake can easily exceed the resources of the District and other local public entities and would require a high level of self-help, coordination and cooperation.

***Wildfires.*** In recent years, certain portions of the State were affected by large wildfires which destroyed both natural lands and residential and commercial properties and resulted in large-scale property value reductions in the impacted areas. During the summer of 2020, California experienced large-scale wildfires in several portions of the State. The District was not impacted by recent wildfires.

***Climate Change.*** Climate change caused by human activities may have adverse effects on the property within the boundaries of the District. Climate change can also result in more variable weather patterns throughout the State, which can lead to longer and more severe droughts and wildfires as well as increased risk of flooding and a rise in sea levels. Projections of the impacts of global climate change are complex and depend on many factors that are outside the District's control. The various scientific studies that forecast the amount and timing of adverse impacts of climate change are based on assumptions contained in such studies, but actual events may vary materially. Also, the scientific understanding of climate change and its effects continues to evolve. Accordingly, the District is unable to forecast with certainty when adverse impacts of climate change will occur or the extent of such impacts.

The occurrence of natural disasters within the boundaries of the District could result in substantial damage to property within the District (including District properties) and, in turn, could substantially reduce assessed valuations of such property.

The District cannot make any representation regarding the effects that the drought, change in economic conditions, caused by pandemic or otherwise, fire conditions, earthquakes, flooding, or sea level rise has had, or may have on the value of taxable property within the District, or to what extent such conditions could cause disruptions to agricultural production, destroy property, reduce land values and adversely impact other economic activity within the boundaries of the District.

***Change in Economic Conditions.*** The outbreak of COVID-19 and the corresponding measures to prevent its spread caused widespread unemployment and economic slow-down in the United States, the State and the County. While the Biden Administration recently announced that the United States would end its COVID-19 emergency declarations on May 11, 2023, a recurrence of the COVID-19 pandemic, including various variants, or future outbreaks could lead to an economic recession or depression and a general market decline in real estate values. Such a decline may cause a reduction of assessed values in the District. See "DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact" for more information regarding the impact of COVID-19.

## Reassessments and Appeals of Assessed Valuations

Pursuant to California Proposition 8 of November 1978 (“Proposition 8”), property owners may apply for a reduction of their property tax assessment by filing a written application, in a form prescribed by the State Board of Equalization (“SBE”), with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the factors described in the paragraph above or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as lower residential home sale prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution.”

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

County assessors, at their discretion, may also, from time to time, review certain property types purchased between specific time periods (e.g., all single family homes and condominiums purchased shortly prior to widespread declines in the fair market value of residential real estate within the county, as occurred between 2009 and 2011) and may proactively, temporarily reduce the assessed value of qualifying properties to Proposition 8 assessed values without owner appeal therefor.

A property that has been reassessed under Proposition 8, whether pursuant to owner appeal or due to county assessor review, is subsequently reviewed annually to determine its lien date value. Assuming no change in ownership or new construction, and if and as market conditions improve, the assessed value of a property with a Proposition 8 assessed value in place may increase as of each property tax lien date by more than the standard annual inflationary factor growth rate allowed under Article XIII A (currently, a 2% annual maximum) until such assessed value again equals the Article XIII A base year value for such property as adjusted for inflation and years of ownership, at which point such property is again taxed pursuant to Article XIII A and base year values may not be increased by more than the standard Article XIII A annual inflationary factor growth rate. A change in ownership while a property is subject to a Proposition 8 reassessment assessed valuation will cause such assessed valuation to become fixed as a new Article XIII A base year value for such property. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Article XIII A of the California Constitution” herein.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

**Assembly Bill 102.** On June 27, 2017, the Governor of the State (the “Governor”) signed into law Assembly Bill 102 (“AB 102”). AB 102 restructured the functions of the SBE and created two new separate agencies: (i) the California Department of Tax and Fee Administration, and (ii) the Office of Tax Appeals. Under AB 102, the California Department of Tax and Fee Administration took over programs previously in the SBE Property Tax Department, such as the Tax Area Services Section, which is

responsible for maintaining all property tax-rate area maps and for maintaining special revenue district boundaries. Under AB 102, the SBE continues to perform the duties assigned by the State Constitution related to property taxes; however, effective January 1, 2018, the SBE only hears appeals related to the programs that it constitutionally administers, and the Office of Tax Appeals hears appeals on all other taxes and fee matters, such as sales and use tax and other special taxes and fees. AB 102 obligates the Office of Tax Appeals to adopt regulations as necessary to carry out its duties, powers and responsibilities. No assurances can be given as to the effect of such regulations on the appeals process or on the assessed valuation of property within the District.

No assurance can be given that property tax appeals and reassessments in the future will not significantly reduce the assessed valuation of property within the District.

### **Assessed Valuation by Land Use**

The table below sets forth the assessed valuation of the taxable property within the District by land use.

#### **MONROVIA UNIFIED SCHOOL DISTRICT 2022-23 Assessed Valuation and Parcels by Land Use**

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<sup>(1)</sup> Local Secured Assessed Valuation, excluding tax-exempt property.  
Source: *California Municipal Statistics, Inc.*

### **Assessed Valuation of Single Family Homes**

The following table sets forth ranges of assessed valuations of single family homes in the District for fiscal year 2022-23, including the median and average assessed value per single family parcel.

#### **MONROVIA UNIFIED SCHOOL DISTRICT Per Parcel 2022-23 Assessed Valuation of Single Family Homes**

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<sup>(1)</sup> Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.  
Source: *California Municipal Statistics, Inc.*



## Largest Taxpayers

The table below sets forth the largest local secured taxpayers within the District in fiscal year 2022-23.

### MONROVIA UNIFIED SCHOOL DISTRICT 2022-23 Largest Total Secured Taxpayers

<sup>(1)</sup> 2022-23 local secured assessed valuation: \$ \_\_\_\_.

Source: *California Municipal Statistics, Inc.*

The top 20 taxpayers on the secured roll for 2022-23 account for \_\_\_\_% of the secured assessed value in the District which is \$ \_\_\_\_\_. According to California Municipal Statistics, Inc., the largest secured taxpayer in the District for 2022-23 was \_\_\_\_\_, accounting for \_\_\_\_% of the total secured assessed value in the District. No other secured taxpayer accounted for more than \_\_\_\_% of the total secured assessed value in the District. The more property (by assessed value) owned by a single taxpayer, the more tax collections are exposed to weakness, if any, in such taxpayer's financial situation and ability or willingness to pay property taxes in a timely manner.

## Tax Rates

The following table sets forth tax rates levied in Tax Rate Area 87-076 located within the District for fiscal years 2018-19 through 2021-22.

### MONROVIA UNIFIED SCHOOL DISTRICTZ Typical Tax Rate per \$100 Assessed Valuation (TRA 9-002)<sup>(1)</sup>

<sup>(1)</sup> 2021-2s assessed valuation of TRA 9-002 is \$ \_\_\_\_\_ which is \_\_\_\_% of the District's total assessed valuation.

Source: *California Municipal Statistics, Inc.*

## The Teeter Plan

Certain counties in the State operate under a statutory program entitled Alternate Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"). Under the Teeter Plan local taxing entities receive 100% of their tax levies net of delinquencies, but do not receive interest or penalties on delinquent taxes collected by the county. **The County has not adopted the Teeter Plan, and consequently the Teeter Plan is not available to local taxing entities within the County, such as the District. The District's receipt of property taxes is therefore subject to delinquencies.**

The District participates in the California Statewide Delinquent Tax Finance Authority ("CSDTFA"). CSDTFA is a joint exercise of powers agency formed for the purpose of purchasing delinquent *ad valorem* property taxes of its members in accordance with Section 6516.6 of the State Government Code. The District anticipates that CSDTFA will from time to time purchase delinquent *ad valorem* property tax receivables from the District at a purchase price equal to 110% of such receivable. Any penalty charges collected with respect to such delinquencies will be retained by CSDTFA. CSDTFA does not ensure that the District will receive the timely payment of *ad valorem* property taxes levied to secure the Bonds. [District to confirm]

## Tax Levies and Delinquencies

The table below summarizes the annual secured tax levy and delinquencies within the District as of June 30 for fiscal years 2017-18 through 2020-21, the most recent data available. The County has not adopted the Teeter Plan. As a result, the District's receipt of property taxes on the secured roll is subject to delinquencies.

### MONROVIA UNIFIED SCHOOL DISTRICT Secured Tax Charges

	Secured Tax Charge	Amount Delinquent June 30	% Delinquent June 30
2017-18			
2018-19			
2019-20			
2020-21			

Source: California Municipal Statistics, Inc.

## Direct and Overlapping Debt

Numerous local agencies that provide public services overlap the District's service area. These local agencies have outstanding debt in the form of general obligation, lease revenue and special assessment bonds. The following table shows the District's estimated direct and overlapping bonded debt. The statement excludes self-supporting revenue bonds, tax allocation bonds and non-bonded capital lease obligations. The District has not reviewed this table and there can be no assurance as to the accuracy of the information contained in the table; inquiries concerning the scope and methodology of procedures carried out to compile the information presented should be directed to California Municipal Statistics, Inc.

The following table is a statement of the District's direct and estimated overlapping bonded debt as of \_\_\_\_\_ 1, 2023:

### MONROVIA UNIFIED SCHOOL DISTRICT Direct and Overlapping Bonded Indebtedness

Source: California Municipal Statistics Inc.



## DISTRICT FINANCIAL INFORMATION

*The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal and interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax approved by the voters pursuant to all applicable laws and State Constitutional requirements, and required to be levied by the County on all taxable property within the District in an amount sufficient for the timely payment of principal and interest on the Bonds. See "SECURITY FOR THE BONDS" and "TAX BASE FOR REPAYMENT OF THE BONDS" herein.*

### State Funding of Education

On June 27, 2013, the State adopted a new method for funding school districts commonly known as the "Local Control Funding Formula." The Local Control Funding Formula ("LCFF") was implemented in stages, beginning in fiscal year 2013-14 with full implementation in fiscal year 2018-19. Prior to adoption of the LCFF, the State used a revenue limit system.

**Local Control Funding Formula.** State Assembly Bill 97 (Stats. 2013, Chapter 47) ("AB 97"), enacted as part of the 2013-14 State Budget (defined below), as amended by Senate Bill 91 ("SB 91") and other legislation since initial implementation, comprise the statutory framework of the LCFF. The LCFF replaced the revenue limit funding system and many categorical programs. The LCFF distributes resources to schools through a guaranteed base funding grant (the "Base Grant") per unit of ADA. The average Base Grant per unit of ADA under the LCFF is more than the average revenue limit under the prior funding system. A Base Grant is assigned to each of four grade spans. Additional supplemental funding is made available based on the proportion of English language learners, low-income students and foster youth.

For fiscal year 2022-23, the LCFF provided to school districts and charter schools a Target Base Grant for each Local Education Agency ("LEA") equivalent to (a) \$9,132 per ADA for kindergarten through grade 3; (b) \$9,269 per ADA for grades 4 through 6; (c) \$9,545 per ADA for grades 7 and 8; and (d) \$11,060 per ADA for grades 9 through 12.

Beginning in fiscal year 2013-14, and in each subsequent year, the Base Grants have been adjusted for cost-of-living increases by applying the implicit price deflator for government goods and services. With full implementation of the LCFF, the provision of cost-of-living-adjustments ("COLA") is now subject to appropriation for such adjustment in the annual State budget. For fiscal year 2022-23, a 6.56% COLA was included. See "State Budget Measures – 2022-23 State Budget" herein and "Proposed 2023-24 State Budget" for information regarding the proposed COLA for fiscal year 2023-24. The differences among Base Grants are linked to differentials in statewide average revenue limit rates by district type, and are intended to recognize the generally higher costs of education at higher grade levels.

The Base Grants for grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in early grades and the provision of career technical education in high schools. Unless collectively bargained for, school districts serving students in grades K-3 must maintain an average class enrollment of 24 or fewer students in grades K-3 at each school site in order to continue receiving the adjustment to the K-3 Base Grant. Additional add-ons are also provided to school districts that received categorical block grant funding pursuant to the Targeted Instructional Improvement and Home-to-School Transportation programs during fiscal year 2012-13.

School districts that serve students of limited English proficiency (“EL” students), students from low income families that are eligible for free or reduced priced meals (“LI” students) and foster youth are eligible to receive additional funding grants. Enrollment counts are unduplicated, such that students may not be counted as both EL and LI (foster youth automatically meet the eligibility requirements for free or reduced priced meals (“FRPM”) and are not discussed separately herein). A supplemental grant add-on (each, a “Supplemental Grant”) is authorized for school districts that serve EL/LI students, equal to 20% of the applicable Base Grant multiplied by such districts’ percentage of unduplicated EL/LI student enrollment. School districts whose EL/LI populations exceed 55% of their total enrollment are eligible for a concentration grant add-on (each, a “Concentration Grant”) equal to 65% of the applicable Base Grant multiplied by the percentage of such district’s unduplicated EL/LI student enrollment in excess of the 55% threshold.

The following table sets forth the historical ADA (at P-2) and enrollment (CBEDS Actual) for Monrovia Unified School District for fiscal years 2010-11 through 2021-22.

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Historical ADA and Enrollment**  
**Fiscal Years 2010-11 through 2021-22**

<u>Fiscal Year</u>	<u>ADA</u>	<u>Enrollment</u>
2010-11		
2011-12		
2012-13		
2013-14		
2014-15		
2015-16		
2016-17		
2017-18		
2018-19		
2019-20		
2020-21 <sup>1</sup>		
2021-22		

<sup>1</sup> Due to the COVID-19 pandemic and related State budget-implementing legislation, California school districts are held harmless against any loss of ADA for purposes of calculating apportionment in the 2020-21 fiscal year, with ADA for purposes of calculation of state funding based on ADA for fiscal year 2019-20. See, “DISTRICT FINANCIAL INFORMATION – Effect of COVID -19 Response on California School Districts.”

Source: *The District*.

The following table sets forth the ADA, enrollment and the percentage of EL/LI enrollment for fiscal year 2021-22, budgeted for fiscal year 2022-23 and projections for fiscal years 2023-24 and 2024-25.

**MONROVIA UNIFIED SCHOOL DISTRICT**  
**ADA, English Language/Low Income Enrollment**  
**Fiscal Years 2021-22 through 2024-25**

Fiscal Year	ADA					Enrollment	
	TK-3	4-6	7-8	9-12	Total ADA	Total Enrollment	% of EL/LI Enrollment
2021-22							
2022-23 <sup>(1)</sup>							
2023-24 <sup>(2)</sup>							
2024-25 <sup>(2)</sup>							

<sup>1</sup> Budgeted.

<sup>2</sup> Projected.

Source: *The District*.

Due to the COVID-19 pandemic and related State budget-implementing legislation, California school districts, other than certain charter school districts, were held harmless against any loss of ADA for purposes of calculating apportionment in the 2020-21 fiscal year, with ADA for purposes of calculation of state funding based on ADA for fiscal year 2019-20. Additionally, due to State-wide declining enrollment trends, additional hold harmless measures have been instituted to shelter school districts from large annual revenue losses. For fiscal year 2021-22, ADA for funding purposes is based on 2019-20 ADA. Additional changes to LCFF funding were implemented in the fiscal year 2022-23 State budget that permit schools districts to use the greater of the current year or prior year ADA or an average of the three prior years' ADA to calculate LCFF funding going forward. See "DISTRICT FINANCIAL INFORMATION – State Budget Measures."

The sum of a school district's adjusted Base, Supplemental and Concentration Grants will be multiplied by such district's P-2 ADA for the current or prior year, whichever is greater (with certain adjustments applicable to small school districts). This funding amount, together with any applicable economic recovery target or categorical block grant add-ons, will yield a district's total LCFF allocation. Generally, the amount of annual State apportionments received by a school district will amount to the difference between such total LCFF allocation and such district's share of applicable local property taxes. Most school districts receive a significant portion of their funding from such State apportionments. As a result, decreases in State revenues may significantly affect appropriations made by the Legislature to school districts.

Certain school districts, known as "community funded" districts, have allocable local property tax collections that equal or exceed such districts' total LCFF allocation, and receive minimal financial support from the State. Community funded school districts receive only special categorical funding, which is deemed to satisfy the "basic aid" requirement of \$120 per student per year guaranteed by Article IX, Section 6 of the State Constitution. The implication for "community funded" districts is that the legislatively determined allocations to school districts, and other politically determined factors, are less significant in determining their primary funding sources. Rather, property tax growth and the local economy are the primary determinants. The District does not qualify as community funded.

***Accountability.*** The State Board of Education has promulgated regulations regarding the expenditure of supplemental and concentration funding, including a requirement that school districts increase or improve services for EL/LI students in proportion to the increase in funds apportioned to such district on the basis of the number and concentration of such EL/LI students, as well as the conditions under which school district can use supplemental or concentration funding on a school-wide or district-wide basis.

School districts are also required to adopt local control and accountability plans (“LCAPs”) disclosing annual goals for all students, as well as certain numerically significant student subgroups, to be achieved in eight areas of State priority identified by the LCFF. LCAPs may also specify additional local priorities. LCAPs must specify the actions to be taken to achieve each goal, including actions to correct identified deficiencies with regard to areas of State priority. LCAPs, covering a three-year period, are required to be adopted annually. The State Board of Education has developed and adopted a template LCAP for use by school districts.

***Support and Intervention.*** AB 97, as amended by SB 91, establishes a new system of support and intervention to assist school districts meet the performance expectations outlined in their respective LCAPs. School districts must adopt their LCAPs (or annual updates thereto) in tandem with their annual operating budgets, and not later than five days thereafter submit such LCAPs or updates to their respective county superintendents of schools. On or before August 15 of each year, a county superintendent may seek clarification regarding the contents of a district’s LCAP (or annual update thereto), and the district is required to respond to such a request within 15 days. Within 15 days of receiving such a response, the county superintendent can submit non-binding recommendations for amending the LCAP or annual update, and such recommendations must be considered by the respective school district at a public hearing within 15 days. A district’s LCAP or annual update must be approved by the county superintendent by October 8 of each year if the superintendent determines that (i) the LCAP or annual update adheres to the State template, and (ii) the district’s budgeted expenditures are sufficient to implement the actions and strategies outlined in the LCAP.

A school district is required to receive additional support if its respective LCAP or annual update thereto is not approved, if the district requests technical assistance from its respective county superintendent, or if the district does not improve student achievement across more than one State priority for one or more student subgroups. Such support can include a review of a district’s strengths and weaknesses in the eight State priority areas, or the assignment of an academic expert to assist the district identify and implement programs designed to improve outcomes. Assistance may be provided by the California Collaborative for Educational Excellence, a state agency created by the LCFF and charged with assisting school districts achieve the goals set forth in their LCAPs. The State Board of Education has developed rubrics to assess school district performance and the need for support and intervention.

The State Superintendent of Public Instruction (the “State Superintendent”) is further authorized, with the approval of the State Board of Education, to intervene in the management of persistently underperforming school districts. The State Superintendent may intervene directly or assign an academic trustee to act on his or her behalf. In so doing, the State Superintendent is authorized to (i) modify a district’s LCAP, (ii) impose budget revisions designed to improve student outcomes, and (iii) stay or rescind actions of the local governing board that would prevent such district from improving student outcomes; provided, however, that the State Superintendent is not authorized to rescind an action required by a local collective bargaining agreement.

## Revenue Sources

The District categorizes its general fund revenues into four sources. The following table presents each revenue source as a percentage of total revenues for fiscal years 2018-19 through 2022-23.

### MONROVIA UNIFIED SCHOOL DISTRICT Percentage of Revenues by Source Fiscal Years 2018-19 through 2022-23

Revenue Source	2018-19	2019-20	2020-21	2021-22	2022-23 <sup>1</sup>
LCFF sources	77.03%	77.50%	70.00%	68.67%	66.63%
Federal revenues	4.43	3.80	9.47	7.34	3.79
Other State revenues	12.79	10.24	12.89	15.92	24.02
Other local revenues	7.76	8.47	7.65	8.05	6.21

<sup>(1)</sup> Based on Second Interim Report for fiscal year 2022-23.  
Source: *The District*.

Each of these revenue sources is briefly described below. For more information regarding the LCFF, see “-State Funding of Education” above.

**LCFF Sources.** State funding under the LCFF consists of Base Grants and Supplemental Grants as described above. This category also includes local property taxes. See “- State Funding of Education – Local Control Funding Formula” above.

**Federal Revenues.** The federal government provides funding for several District programs, including special education programs, programs under the Educational Consolidation and Improvement Act, and specialized programs such as Every Child Succeeds.

**Other State Revenues.** The District receives some other State revenues. These other State revenues are primarily restricted revenues funding items such as the Special Education Master Plan, Economic Impact Aid, School Improvement Program, instructional materials, and various block grants.

The District receives State aid from the California State Lottery (the “Lottery”), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instructional material.

**Other Local Revenues.** In addition to property taxes, the District receives additional local revenues from items such as interest earnings, interagency services and other local sources.

## Developer Fees

The District receives developer fees per square foot pursuant to Education Code Section 17620 which must be used to fund construction or reconstruction of school facilities. Current developer fees collected by the District are \$\_\_\_\_ per square foot for residential construction and \$\_\_\_\_ per square foot of commercial/residential construction.

The District collected \$ \_\_\_\_\_ in developer fees for fiscal year 2017-18, \$ \_\_\_\_\_ for fiscal year 2018-19, \$ \_\_\_\_\_ for fiscal year 2019-20, \$ \_\_\_\_\_ for fiscal year 2020-21, \$ \_\_\_\_\_ for fiscal year 2021-22 and a projected \$ \_\_\_\_\_ for fiscal year 2022-23.

## **COVID-19 Outbreak and its Economic Impact**

In late 2019, an outbreak of COVID-19, a respiratory virus, initially occurred in China and subsequently spread globally. The global outbreak, together with measures undertaken to limit the spread of COVID-19 imposed by local and federal governments, caused volatility in financial markets as well as operating restrictions upon many businesses. The COVID-19 outbreak resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools through much of 2020 and portions of 2021, as well as supply chain issues and increases in inflation as these restrictions and closures have been lifted.

**Federal Response.** On March 13, 2020, in response to the COVID-19 outbreak, then President Trump declared a national emergency, making available more than \$50 billion in federal resources to combat the spread of COVID-19. Contemporaneously, Congress enacted and the President signed into law the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to provide relief and stimulus to American businesses and individuals impacted by COVID-19. The CARES Act also designated \$339.8 billion for state and local governments with \$274 billion for COVID-19 response efforts as well as an additional \$13 billion for K-12 schools. In order to provide extensions to certain benefits previously provided under the CARES Act, as well as address ongoing economic impacts of the COVID-19 pandemic, in December, 2020, the federal government enacted the Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSA”) which included \$900 billion of coronavirus emergency response and relief including \$54.3 billion for K-12 schools and \$22.7 billion for higher education. In March, 2021, President Biden signed a \$1.9 trillion stimulus package (the “American Rescue Package”) into law, authorizing a third round of one-time stimulus payments for qualifying Americans, extending additional unemployment benefits, and providing \$123 billion in new, flexible aid to school districts. On January 31, 2023, the Biden Administration announced that the United States would end its COVID-19 emergency declarations on May 11, 2023.

**State Response.** In response to the outbreak of COVID-19 in the State, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency. On March 19, 2020, Governor Newsom issued an Executive Order requiring mandatory shelter-in-place for all non-essential services. In September, 2020, the Governor replaced the Executive Order with the “Blueprint for a Safer Economy” (“Blueprint”) which provided regulations for economic and social activity on a county by county basis related to certain metrics of disease transmission. The Blueprint system was terminated on June 15, 2021 and Governor Newsom ended the State of Emergency relating to COVID-19 on February 28, 2023.

As a result of the various regulations imposed in order to slow the spread of COVID-19, economic activity within the State, the County and the community around and within the District suffered episodes of recession and/or depression. Generally, a majority of the State’s general fund revenue is derived from personal income tax receipts. However, the 2021-22 State Budget (defined below) and 2022-23 State Budget (defined below) indicated increases in State revenues during the COVID-19 pandemic, although current projections for the 2023-24 State budget forecast revenues decreasing from recent years. See “See “ – State Budget Measures – Proposed 2023-24 State Budget” for additional information regarding projected State revenues in fiscal year 2023-24.



## Impact of COVID-19 on California School Districts

To assist school districts respond to the spread of COVID-19, on March 13, 2020, Governor Newsom issued Executive Order N-26-20, providing that school districts that initiate a school closure would continue to receive state funding to support all of the following during the period of closure: (1) continued delivery of high-quality educational opportunities to students through, among other options, distance learning and/or independent study; (2) the provision of school meals in noncongregate settings; (3) arrangement for supervision for students during ordinary school hours; and (4) continued payment of school district employees. The Executive Order also provided that statutory mandated maintenance of schools for a minimum of 175 days was waived for school districts that initiated a school closure to address COVID-19.

To address the impacts of school closures and the COVID-19 response, the California legislature, in 2020, adopted legislation to appropriate \$500,000,000 from the State General Fund for any purpose related to the Governor's declared State of Emergency. Among other things, the legislation provided that, for all school districts that complied with Executive Order N-26-20, attendance during only full school months from July 1, 2019, to February 29, 2020, inclusive, would be reported for apportionment purposes and, further, held harmless school districts not meeting minimum instructional day and minute requirements, in order to prevent a loss of funding related to school closures due to the outbreak.

The District, in tandem with other school districts in the State, closed its school campuses for the remainder of the 2019-20 school year and implemented a distance learning program. The District began the 2020-21 school year with a distance learning program and began offering a hybrid model of instruction for all grades beginning in the second half of the 2020-21, when the County moved into a lower risk assessment tier under the Blueprint. The District began the 2021-22 school year offering full time in-person learning, for which the State provided grants to incentivize and assist school districts with re-opening and learning loss mitigation.

During the COVID-19 pandemic, the District received approximately \$\_\_\_\_\_ million in aggregate relief, including funding from the CARES Act, CRRSA and the American Rescue Package. The District has used such funding for, among other things, staff training, sanitizing supplies, educational technology, mental health services, professional development, broadband connectivity, meal services for families, and learning loss staffing and plans to use additional COVID-19 funding to improve air quality and ventilation, outdoor learning spaces, curriculum and instructional materials, and English language development and math supports.

The District cannot predict the extent or duration of another COVID-19 outbreak or what impact it may have on the District's General Fund revenues. However, the Bonds are general obligations of the District payable solely from *ad valorem* property taxes and are not payable from the General Fund of the District. See "SECURITY FOR THE BONDS" herein

## Budget Procedures

**State Budgeting Requirements.** The District is required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("AB 1200"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

School districts must adopt a budget on or before July 1 of each year. The budget must be submitted to the county superintendent within five days of adoption or by July 1, whichever occurs first. In 2014, Assembly Bill 2585 was enacted, which repealed provisions authorizing schools districts to use a dual budget adoption cycle. Instead, all school districts must be on a single budget cycle. The single budget is only readopted if it is disapproved by the county office of education, or as needed. The District is on a single budget cycle and adopts its budget on or before July 1.

The county superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, will determine if the budget allows the district to meet its current obligations and will determine if the budget is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the county superintendent will approve, conditionally approve or disapprove the adopted budget for each school district. Budgets will be disapproved if they fail the above standards. The district board must be notified by August 15 of the county superintendent's recommendations for revision and reasons for the recommendations. The county superintendent may assign a fiscal advisor or appoint a committee to examine and comment on the superintendent's recommendations. The committee must report its findings no later than August 20. Any recommendations made by the county superintendent must be made available by the district for public inspection. No later than August 20, the county superintendent must notify the Superintendent of Public Instruction of all school districts whose budget has been disapproved.

For districts whose budgets have been disapproved, the district must revise and readopt its budget by September 8, reflecting changes in projected income and expense since July 1, including responding to the county superintendent's recommendations. The county superintendent must determine if the budget conforms with the standards and criteria applicable to final district budgets and not later than October 8, will approve or disapprove the revised budgets. If the budget is disapproved, the county superintendent will call for the formation of a budget review committee pursuant to Education Code Section 42127.1. Until a district's budget is approved, the district will operate on the lesser of its proposed budget for the current fiscal year or the last budget adopted and reviewed for the prior fiscal year.

***Interim Financial Reports.*** Under the provisions of AB 1200, each school district is required to file interim certifications with the county office of education as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The county office of education reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and the subsequent two fiscal years. A negative certification is assigned to any school district that will be unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or the two subsequent fiscal years.

The District has designated, and the County office of education has accepted, its interim financial reports as "positive" for all interim reporting periods during the last five fiscal years, except the first interim reporting periods of fiscal years 2018-19 and 2020-21, for which it received a qualified certification.



***General Fund Budget.*** The District's general fund adopted budgets for fiscal years 2018-19 through 2022-23, audited actuals for the fiscal years 2018-19 through 2021-22 and second interim report for fiscal year 2022-23 are set forth on the following page.

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**MONROVIA UNIFIED SCHOOL DISTRICT  
GENERAL FUND BUDGETING**

	Original Budget 2018-19 <sup>1</sup>	Audited Actuals 2018-19 <sup>1,2</sup>	Original Budget 2019-20 <sup>1</sup>	Audited Actuals 2019-20 <sup>1</sup>	Original Budget 2020-21 <sup>1</sup>	Audited Actuals 2020-21 <sup>1</sup>	Original Budget 2021-2022 <sup>1</sup>	Audited Actuals 2021-22 <sup>1,3</sup>	Adopted Budget 2022-23 <sup>4</sup>	Second Interim Report 2022-23 <sup>5</sup>
<b>REVENUES</b>										
LCFF Sources	\$50,721,922	\$50,889,819	\$51,086,561	\$51,364,784	\$46,841,177	\$51,069,931	\$53,755,586	\$53,415,086	\$55,751,003	\$59,592,854
Federal	3,243,402	3,002,757	2,596,334	2,512,561	3,730,689	6,912,472	2,740,500	5,732,088	3,440,729	3,404,251
Other State	5,459,319	8,673,145	3,523,805	6,785,026	6,498,211	9,402,277	6,686,728	12,383,826	8,781,070	21,595,320
Other Local	<u>4,838,019</u>	<u>5,260,005</u>	<u>4,763,513</u>	<u>5,616,828</u>	<u>5,241,483</u>	<u>5,581,184</u>	<u>5,144,392</u>	<u>6,258,591</u>	<u>5,656,400</u>	<u>5,581,828</u>
<b>Total Revenues</b>	64,262,662	67,825,726	61,970,213	66,279,199	62,311,560	72,965,864	68,327,206	77,789,591	73,379,202	89,924,253
<b>EXPENDITURES</b>										
Certificated Salaries	26,300,569	27,330,404	26,894,975	26,926,976	27,330,931	28,239,014	27,538,922	28,995,718	29,754,019	32,231,866
Classified Salaries	10,811,238	10,931,928	10,880,364	10,726,014	10,921,164	10,416,347	10,568,592	11,070,466	10,827,830	11,722,957
Employee Benefits	15,436,031	19,489,220	16,013,027	18,365,321	18,853,739	17,767,265	19,975,451	20,737,046	20,501,625	21,039,720
Books and Supplies	1,821,017	1,820,947	1,517,488	1,523,359	1,767,914	4,348,057	2,087,374	4,235,243	7,063,291	9,092,746
Services, Other Operating Expenses	7,615,054	8,611,793	7,806,122	7,661,586	7,804,140	6,336,595	8,088,254	9,290,008	8,746,883	8,650,544
Capital outlay	401,900	1,728,749	330,263	292,592	--	230,450	--	95,403	--	207,548
Intergovernmental	445,956	466,595	428,218	502,708	552,538	385,263	--	--	(329,394)	(338,514)
Other Outgo										
Excluding transfers of indirect costs	--	--	--	--	--	--	735,451	718,237	718,236	718,236
Transfers of indirect costs	--	--	--	--	--	--	(273,461)	(329,394)	--	--
<b>Total Expenditures</b>	62,831,765	69,402,519	63,870,457	65,998,556	67,230,426	67,722,991	68,720,583	73,140,517	77,282,490	83,325,103
<b>Excess (Deficiency) Of Revenues Over (Under) Expenditures</b>	1,430,897	(2,553,909)	(1,900,244)	280,643	(4,918,866)	5,242,873	(393,377)	(1,057,598)	(3,903,288)	6,599,150
<b>OTHER FINANCING SOURCES (USES)</b>										
Transfers in	--	--	--	--	--	--	--	--	--	--
Transfers out	(206,951)	--	(208,425)	(208,425)	(208,029)	(208,020)	(207,606)	(507,605)	(507,124)	(507,124)
<b>Total Other Financing Sources (Uses)</b>	(206,951)	(206,913)	(208,425)	(208,425)	(208,029)	(208,020)	(207,606)	(507,605)	(507,124)	(507,124)
<b>NET CHANGE IN FUND BALANCES</b>	1,223,946	(2,760,822)	(2,108,669)	72,218	(5,126,985)	5,034,853	(600,983)	(1,565,203)	(4,410,412)	6,092,026
Fund Balance, July 1	<u>10,752,081</u>	<u>11,874,072</u>	<u>9,113,250</u>	<u>9,113,250</u>	<u>8,017,291</u>	<u>9,185,468</u>	<u>14,220,322</u>	<u>14,220,321</u>	<u>\$12,665,119</u>	<u>16,443,853</u>
Fund Balance, June 30	\$11,976,027	\$9,113,250	\$7,004,581	\$9,185,468	\$2,890,396	\$14,220,321	\$13,619,339	\$12,655,118	\$8,244,707	\$22,535,879

(1) From the District's comprehensive audited financial statements for fiscal years 2018-19 through 2021-22, respectively.

(2) The fiscal year 2018-19 audited actuals include an additional \$1,084,898 recorded as State revenue and employee benefits expenditures for the STRS and PERS on-behalf contributions which were not included in the 2018-19 budget.

(3) Fiscal year 2021-22 actual amounts do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balance for the following reasons:

- On-behalf payments of \$1,947,033 are included in the actual revenues and expenditures.

- Revenues for Medi-Cal Billing Option are presented as federal revenues, while these amounts have been reclassified as local revenues in the Statement of Revenues, Expenditures, and Changes in Fund Balance.
- Audit adjustments related to the fair value of cash in county treasury are not included.
- Transfers to the Deferred Maintenance Fund are reported as interfund transfers on this schedule and LCFF transfers on the Statement of Revenues, Expenditures, and Changes in Fund Balance.

<sup>(4)</sup> From the District's adopted budget for fiscal year 2022-23.

<sup>(5)</sup> From the District's Second Interim Report for fiscal year 2022-23.

Source: *The District*.

## **Comparative Financial Statements**

The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. Audited financial statements for the District for the fiscal year ended June 30, 2022 and prior fiscal years are on file with the District and available for public inspection at the Office of the Superintendent of the District, 325 East Huntington Drive, Monrovia, California 91016. See APPENDIX B hereto for the 2021-22 Audited Financial Statements of the District.

The following table reflects the District's audited general fund revenues, expenditures and fund balances from fiscal year 2019-20 to fiscal year 2021-22:

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**MONROVIA UNIFIED SCHOOL DISTRICT**  
**GENERAL FUND**  
**Statement of Revenues, Expenditures and Change in Fund Balances**  
**for Fiscal Years 2019-20 through 2021-22**

	2019-20 Audit	2020-21 Audit	2021-22 Audit
<b>REVENUES</b>			
LCFF Sources	\$51,364,784	\$51,069,931	\$52,915,086
Federal Revenues	2,512,561	6,912,472	5,658,683
Other State Revenues	6,785,026	9,402,277	10,436,793
Other Local Revenues	<u>5,616,828</u>	<u>5,581,184</u>	<u>5,522,239</u>
<b>Total Revenues</b>	66,279,199	72,965,864	74,532,801
<b>EXPENDITURES</b>			
Current			
Instruction	40,325,092	43,2268,744	45,608,785
Instruction related activities:			
Supervision of instruction	3,164,698	3,059,513	3,089,092
Instructional library, media and technology	408,179	302,329	370,515
School site administration	4,259,549	4,098,614	4,218,893
Pupil services:			
Home-to-school transportation	949,418	579,086	1,033,167
Food services	156	209,626	--
All other pupil services	4,853,700	4,795,674	5,491,463
Ancillary Services	529,254	313,802	502,386
Enterprise Activities	8,243	13,692	--
General Administration:			
Data processing	1,384,567	1,571,970	1,629,895
All other general administration	3,960,428	3,936,048	4,028,797
Transfers of Indirect Costs	(244,467)	(286,601)	--
Plant services	5,500,855	5,033,377	6,220,534
Facility acquisition and construction	--	--	8,823
Transfers to other agencies	799,193	671,863	709,071
Capital Outlay	99,691	155,254	--
Debt service			
Principal	--	--	--
Interest and other	--	--	--
<b>Total Expenditures</b>	65,998,556	67,722,991	72,911,421
Excess (Deficiency) of Revenues			
Over Expenditures	280,643	5,242,873	1,621,380
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers In	--	--	--
Transfers Out	<u>(208,425)</u>	<u>(208,020)</u>	<u>(207,605)</u>
<b>Net Financing Sources</b>	(208,425)	(208,020)	(207,605)
<b>NET CHANGE IN FUND BALANCES</b>	72,218	5,043,853	1,413,775
Fund Balances at Beginning of Year	9,113,250	9,185,468	14,220,321
Fund Balances at End of Year	\$9,185,468	\$14,220,321	\$15,634,096

Source: *The District.*

## Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

## State Budget Measures

*The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information.*

**2022-23 State Budget.** Governor Newsom signed legislation which enacted the budget for the State for fiscal year 2022-23 (the “2022-23 State Budget”) on June 30, 2022. The 2022-23 State Budget projected approximately \$219.7 billion in general fund revenues with a prior year balance of \$22.5 billion for total resources of \$242.2 billion, and \$234.4 billion in expenditures for fiscal year 2022-23. For fiscal year 2021-22, the 2022-23 State Budget estimated \$265.4 billion in resources and \$242.9 billion in expenditures. The 2022-23 State Budget projected \$37.2 billion in reserves including \$23.3 billion in the Budget Stabilization Account (the “BSA”) for fiscal emergencies, \$900 million in the Safety Net Reserve, \$9.5 billion in the Public School Stabilization Account (the “PSSSA”), and an estimated \$3.5 billion in the State’s operating reserve. The BSA is at its constitutional maximum (10% of general fund revenues) requiring \$465 million to be dedicated for infrastructure investments in fiscal year 2022-23. Over the multi-year forecast period, the 2022-23 State Budget reflected \$8 billion in supplemental deposits split evenly between the BSA and the Safety Net Reserve. As a result of the deposits to the PSSSA, the 10% cap on school district reserves was projected to be applicable in fiscal year 2022-23. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 2” herein for more information regarding school district reserves.

The 2022-23 State Budget prioritized one-time spending over ongoing spending, allocating 93% of discretionary funds to one-time spending. The 2022-23 State Budget provided an over \$17 billion broad-based relief package, including a refund of up to \$1,050 to benefit millions of Californians based on income level and the size of household. The relief package also included increased grants for the State’s lowest income families and individuals, and additional funding for food banks.

The 2022-23 State Budget also addressed environmental matters facing California. The 2022-23 State Budget included \$1.2 billion to advance wildfire prevention and forest resilience investments and funded an additional 1,265 new positions to expand the State’s wildfire response capacity. \$1.2 billion was included for immediate drought support with an additional \$1.5 billion deferred for allocation for long-term water resilience. The 2022-23 State Budget also allocated \$4.3 billion to provide energy reliability insurance through the development of a strategic reserve, protection to ratepayers, and accelerated deployment of clean energy projects, with an additional \$3.8 billion deferred for allocation in the summer of 2022 to further reliability and affordability and accelerate the State’s clean energy future.

With respect to K-12 education, the 2022-23 State Budget included total funding of \$128.6 billion (\$78.6 billion general fund and \$50 billion other funds) for all K-12 education programs. The 2022-23 State Budget estimated Proposition 98 funds of \$96.1 billion in fiscal year 2020-21, \$110.2 billion in fiscal year 2021-22, and \$110.4 billion in fiscal year 2022-23 for K-14 education programs. For K-12 schools, the results was Proposition 98 per pupil spending of \$16,993 in 2022-23, a \$3,017 increase over

the fiscal year 2021-22 per pupil spending levels. Additionally, in the same period, per pupil spending from all sources increased to \$22,893 under the 2022-23 State Budget.

The 2022-23 State Budget included an LCFF COLA of 6.56%. Additionally, the 2022-23 State Budget included \$4.32 billion ongoing Proposition 98 funds to increase LCFF base funding by an additional 6.28%. The 2022-23 State Budget also included \$101.2 million ongoing Proposition 98 funds to augment LCFF funding for county offices of education.

To support school districts with a declining student population, the 2022-23 State Budget provided that school districts might use the greater of the current year or prior year ADA or an average of the three prior years' ADA to calculate LCFF funding. Further, to minimize reductions in LCFF funding that would otherwise occur due to increased absences in fiscal year 2021-22, the 2022-23 State Budget enabled school districts that can demonstrate they provided independent study offerings during fiscal year 2021-22 to be funded at the greater of their current year ADA or their current year enrollment adjusted for pre-COVID-19 absence rates in the 2021-22 fiscal year. The 2022-23 State Budget included \$2.8 billion of ongoing funding under Proposition 98 and \$413 million in one-time funding under Proposition 98 to implement these school fiscal stabilization policies.

Additional significant provisions of the 2022-23 State Budget relating to K-12 education included the following:

- *Learning Recovery Emergency Fund* – \$7.9 billion in one-time Proposition 98 funds to support learning recovery initiatives through the 2027–28 school year.
- *Arts, Music, and Instructional Materials Discretionary Block Grant* – \$3.6 billion one-time Proposition 98 funds for arts and music programs, standards-aligned professional development, instructional materials, developing diverse book collections, operational costs, and expenses related to the COVID-19 Pandemic.
- *Expanded Community School Model* – \$1.1 billion in Proposition 98 funds to expand the community school model and provide grants for high needs schools in communities with high levels of poverty.
- *Educator Workforce* – \$48.1 million for training and retention of well-prepared educators including waiving certain teacher examination fees, grants for integrated teacher preparation programs and operations support for the Commission on Teacher Credentialing.
- *Teacher and School Counsel Residencies* – \$250 million one-time Proposition 98 funds to expand residency slots for teachers and school counselors and eligibility for the Golden State Teacher Grant Program.
- *Educator Support for Science, Technology, Engineering, and Mathematics (STEM) Instruction* – \$85 million one-time Proposition 98 funds for the Next Generation Science Standards, the California Math Framework, the California Computer Science Standards, and the math and science domains of the California Preschool Learning Foundations.
- *State Preschool* – \$312.7 million in Proposition 98 funds and \$172.3 million in other funds to increase State Preschool Program adjustment factors for students with disabilities, dual language learners, and childhood mental health, \$250 million one-time Proposition 98 funds to support the Inclusive Early Education Expansion Program, \$300 million one-time Proposition 98 funds for planning and implementation grants, \$166.2 million Proposition 98 funds to support the full-year

costs of State preschool rate increases and \$148.7 million one-time funds to maintain reimbursement rate increases.

- *Transitional Kindergarten* – \$614 million in Proposition 98 funds for the first year of expanded eligibility for transitional kindergarten and \$383 million Proposition 98 funds to add one additional staff person to every transitional kindergarten class.
- *Expanded Learning Opportunities Program* – \$3 billion Proposition 98 funds to accelerate expanded-day, full-year instruction and enrichment focused on school districts with the highest concentrations of low-income students, English language learners, and youth in foster care.
- *Community Engagement Initiative* – \$100 million in Proposition 98 funds to further positive relationship building between school districts and local communities.
- *Special Education* – \$500 million in Proposition 98 funds for the special education funding formula, amending the special education funding formula to calculate special education base funding allocations at the local educational agency level, and consolidating the special education extraordinary cost pools into a single cost pool to simplify the current funding formula.
- *College and Career Pathways* – \$500 million in Proposition 98 funds to support the development of pathway programs focused on technology, health care, education, and climate-related fields and \$200 million in Proposition 98 funds to strengthen and expand student access and participation in dual enrollment opportunities.
- *Home-to-School Transportation* – \$637 million in Proposition 98 funds to reimburse school districts for up to 60% of their transportation costs in the prior year.
- *Zero Emission School Buses* – \$1.5 billion in Proposition 98 general funds for greening school bus fleets.
- *Nutrition* – \$596 million in Proposition 98 funds for universal subsidized school meals, \$611.8 million in Proposition 98 funds to augment the state meal reimbursement rate, \$600 million in Proposition 98 funds for school kitchen infrastructure upgrades and equipment, food service employee training, and compensation related to serving fresh, minimally processed California-grown foods, and \$100 million in Proposition 98 funds for procurement practices for plant-based, restricted diet meals, California-grown or California-produced, sustainably grown, or whole or minimally processed foods, or to prepare meals fresh onsite.
- *K-12 School Facilities* – Approximately \$1.4 billion in Proposition 51 funds for school construction projects as well as \$1.3 billion in fiscal year 2021-22, \$2.1 billion in fiscal year 2023-24 and \$875 million in fiscal year 2024-25 for new construction and modernization projects, and \$100 million in fiscal year 2021-22 and \$550 million in fiscal year 2023-24 for the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program.

***Proposed 2023-24 State Budget.*** Governor Newsom announced his proposed budget for the State for fiscal year 2023-24 (the “Proposed 2023-24 State Budget”) on January 10, 2023, citing a downturn in current State revenues of approximately \$29.5 billion from the 2022-23 State Budget resulting in a \$22.5 billion budget deficit in fiscal year 2023-24. The Proposed 2023-24 State Budget projects revenues and transfers in fiscal year 2023-24 of \$231 billion and expenditures of \$223 billion. A balanced budget is accomplished through funding delays, reductions and shifts from general funds to



other funding sources. However, certain reductions in the areas of climate and transportation, housing, parks and workforce training are set to be restored if sufficient revenues are available in subsequent fiscal years. The Proposed 2023-24 State Budget reflects \$35.6 billion in total budgetary reserves including \$22.4 billion in the BSA, \$8.5 billion in the PSSSA, \$900 million in the Safety Net Reserve and \$3.8 billion in the State's operating reserve.

The Proposed 2023-24 State Budget provides total K-12 education funding of \$128.5 billion (\$78.7 general fund and \$49.8 billion from other funds). K-12 per pupil funding totals \$17,519 from Proposition 98 sources, its highest level ever, and \$23,723 per pupil when accounting for all funding sources. The projected decrease in State revenues under the Proposed 2023-24 State Budget also lowers the Proposition 98 guarantee to \$110.4 billion in fiscal year 2021-22, \$106.9 billion on fiscal year 2022-23 and \$108.8 billion in fiscal year 2023-24. The deposit to the PSSSA is also lowered under the Proposed 2023-24 State Budget to \$365 million in fiscal year 2023-24, however, the cap of 10% on school district reserves remains in effect because the \$8.1 billion balance in the PSSSA in fiscal year 2022-23 is greater than 3% of the total K-12 Proposition 98 guarantee.

LCFF funding under the Proposed 2023-24 State Budget receives a COLA of 8.13%. The Proposed 2023-24 State Budget also includes \$300 million ongoing Proposition 98 funds to establish an equity multiplier as an add-on to the LCFF to augment resources for the highest-need schools in the State.

The Proposed 2023-24 State Budget includes \$690 million to implement the second year of transitional kindergarten expansion and \$165 million to support an additional certificated or classified staff person in TK classrooms, however, delays the 2022-23 State Budget's \$550 million investment in the Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program planned for fiscal year 2023-24 until 2024-25.

Significant provisions of the Proposed 2023-24 State Budget pertaining to K-12 education are as follows:

- Proposition 28—\$941 million (equivalent to 1% of the Proposition 98 guarantee) to fund the Arts and Music in Schools-Funding Guarantee approved by voters in November, 2022 to increase art instruction and/or arts programs.
- State Preschool Program—\$64.5 million Proposition 98 funds and \$51.8 million general funds to continue the multi-year plan to ramp-up inclusivity in the State Preschool Program.
- Commercial Dishwasher Grants—\$15 million one-time Proposition 98 funds to support school kitchen infrastructure related investments to specifically support a local educational agency's acquisition and installation of a commercial dishwasher.
- Student Friendly Services—\$3.9 million ongoing Proposition 98 funds to support the California College Guidance Initiative.
- K-12 High Speed Network—\$3.8 million ongoing Proposition 98 funds to support the K-12 High Speed Network program.
- Reversing Opioid Overdoses—An increase of \$3.5 million ongoing Proposition 98 general funds for all middle and high school sites to maintain at least two doses of naloxone hydrochloride or another medication to reverse an opioid overdose on campus for emergency aid.
- Data Support—An increase of \$2.5 million non-Proposition 98 general funds and 15 positions for the California Department of Education to meet state and federal data and accountability

reporting requirements, support data exchanges with other agencies, and to quickly respond to emergent needs for data both internally and externally.

- Fiscal Crisis and Management Assistance Team (FCMAT)—An increase of \$750,000 ongoing Proposition 98 general funds to support the professional development of local educational agencies' Chief Budget Officers through mentorship programming by FCMAT.

***Future Actions.*** The State has in past years experienced budgetary difficulties and has balanced its budget by requiring local political subdivisions to fund certain costs theretofore borne by the State. No prediction can be made as to whether the State will, in the future, take further measures which would, in turn, adversely affect the District. Further State actions taken to address any budgetary difficulties could have the effect of reducing District support indirectly, and the District is unable to predict the nature, extent or effect of such reductions. See also “- COVID-19 Outbreak and its Economic Impact” for a discussion of COVID-19 and its impact on the State economy.

The District cannot predict the extent to which the State will encounter budgetary difficulties and what budget actions will be taken to resolve those difficulties in future fiscal years. The District also cannot predict the impact future State Budgets will have on District finances and operations or what actions the State Legislature and the Governor may take to respond to changing State revenues and expenditures. Current and future State Budgets will be affected by national and State economic conditions and other factors which the District cannot control.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES**

### **Article XIII A of the California Constitution**

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the County assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the “base year value.” The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the base year value. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on outstanding general obligation bonds of the District, including the Bonds. See “TAX BASE FOR REPAYMENT OF THE BONDS – Assessed Valuations” herein.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the

voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on June 3, 1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of principal of and interest on the Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds or more of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues.

***Property Tax Base Transfer Constitutional Amendment.*** On November 3, 2020, voters in the State approved a constitutional amendment entitled Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment. Proposition 19: (i) expands special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrows existing special rules for inherited properties; and (iii) broadens the scope of legal entity ownership changes that trigger reassessment of properties. The District cannot make any assurance as to what effect the implementation of Proposition 19 will have on assessed valuation of real property in the District.

### **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the County and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

### **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the SBE as part of a “going concern” rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the County by SBE, taxed at special county-wide rates, and the tax revenues

distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. Because the District is not a basic aid district, taxes lost through any reduction in assessed valuation will not decrease the amount of total funding received by the District. See "DISTRICT FINANCIAL INFORMATION – State Funding of Education" herein.

### **Article XIII B of the California Constitution**

Article XIII B of the State Constitution ("Article XIII B"), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) "change in the cost of living" with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) "change in population" with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for certain debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the Legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However,

if a school district's revenues exceed its spending limit, such school district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "–Proposition 98" and "–Proposition 111" below.

### **Article XIII C and Article XIII D of the California Constitution**

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "Article XIII C" and "Article XIII D"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts and community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one 1% *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

### **Proposition 26**

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations,



inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

### **Proposition 98**

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act, have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of the State general fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

### **Proposition 111**

On June 5, 1990, the voters of California approved the Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the “change in the cost of living” is now measured by the change in California per capita personal income. The definition of “change in population” specifies that a portion of the State’s spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. “Excess” tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools’ minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts’ base expenditures for calculating their entitlement for State aid in the next year, and the State’s appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for “qualified capital outlay projects” as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above 1990 levels (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

## **Proposition 39**

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendment may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property, and property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 placed certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate per \$100,000 of taxable property value projected to be levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Jarvis v. Connell**

On May 29, 2002, the California Court of Appeal for the Second District decided the case of *Howard Jarvis Taxpayers Association, et al. v. Kathleen Connell* (as Controller of the State of California (the "Controller")). The Court of Appeal held that either a final budget bill, an emergency appropriation, a self-executing authorization pursuant to state statutes (such as continuing appropriations) or the California Constitution or a federal mandate is necessary for the Controller to disburse funds. The foregoing requirement could apply to amounts budgeted by the District as being received from the State. To the extent the holding in such case would apply to State payments reflected in the District's budget, the requirement that there be either a final budget bill or an emergency appropriation may result in the delay of such payments to the District if such required legislative action is delayed, unless the payments are self-executing authorizations or are subject to a federal mandate. On May 1, 2003, the California Supreme Court upheld the holding of the Court of Appeal, stating that the Controller is not authorized under State law to disburse funds prior to the enactment of a budget or other proper appropriation, but under federal law, the Controller is required, notwithstanding a budget impasse and the limitations imposed by State law, to timely pay those State employees who are subject to the minimum wage and overtime compensation provisions of the federal Fair Labor Standards Act.



## Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's general fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 was expected to be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1% of the State's total general fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's general fund costs by approximately \$1 billion annually for several decades.

On December 30, 2011, the California Supreme Court issued its decision in the case of *California Redevelopment Association v. Matosantos*, finding ABx1 26, a trailer bill to the 2011-12 State budget, to be constitutional. As a result, all redevelopment agencies in California were dissolved as of February 1, 2012, and all net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. The Court also found that ABx1 27, a companion bill to ABx1 26, violated the California Constitution, as amended by Proposition 22. ABx1 27 would have permitted redevelopment agencies to continue operations provided their establishing cities or counties agreed to make specified payments to school districts and county offices of education, totaling \$1.7 billion statewide. ABx1 26 was modified by Assembly Bill No. 1484 (Chapter 26, Statutes of 2011-12), which, together with ABx1 26, is referred to herein as the "Dissolution Act." The Dissolution Act provides that all rights, powers, duties and obligations of a redevelopment agency that have not been repealed, restricted or revised pursuant to ABx1 26 will be vested in a successor agency, generally the county or city that authorized the creation of the redevelopment agency (each, a "Successor Agency"). All property tax revenues that would have been allocated to such redevelopment agency will be allocated to the Successor Agency, to be used for the payment of pass-through payments to local taxing entities and to any other "enforceable obligations" (as defined in the Dissolution Act), as well to pay certain administrative costs. The Dissolution Act defines "enforceable obligations" to include bonds, loans, legally requirement payments, judgments or settlements, legal binding and enforceable obligations, and certain other obligations. Tax revenues in

excess of such amounts, if any, will be distributed to local taxing entities in the same proportions as other tax revenues.

The District can make no representations as to the extent to which its property tax apportionments may be offset by the future receipt of pass through tax increment revenues, or any other surplus property tax revenues pursuant to the Dissolution Act.

### **Proposition 30**

On November 6, 2012, voters approved the Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “Proposition 30”), which temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017, for storage, use, or other consumption in the State. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending January 1, 2019, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$500,000 but less than \$600,001 for joint filers and over \$340,000 but less than \$408,001 for head-of-household filers), (ii) 2% for taxable income over \$300,000 but less than \$500,001 for single filers (over \$600,000 but less than \$1,000,001 for joint filers and over \$408,000 but less than \$680,001 for head-of-household filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$1,000,000 for joint filers and over \$680,000 for head-of-household filers).

The revenues generated from the temporary tax increases were included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 98” and “—Proposition 111” herein. From an accounting perspective, the revenues generated from the temporary tax increases were deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA were and will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds are distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

### **Proposition 55**

At the November 8, 2016 general election, the voters in the State approved the Tax Extension of Education and Healthcare Initiative (“Proposition 55”) which extends the increase in personal income tax on high-income taxpayers imposed under Proposition 30 until 2030. Proposition 55 did not extend the sales and use tax increases imposed under Proposition 30 which expired at the end of 2016.

## **Proposition 51**

The Kindergarten through Community College Public Education Facilities Bond Act of 2016 (also known as Proposition 51) was a voter initiative that was approved by voters in the State on November 8, 2016. Proposition 51 authorizes the sale and issuance of \$9 billion in general obligation bonds by the State for the new construction and modernization of K-14 facilities.

***K-12 School Facilities.*** Proposition 51 includes \$3 billion for the new construction of K-12 facilities and an additional \$3 billion for the modernization of existing K-12 facilities. K-12 school districts will be required to pay for 50% of the new construction costs and 40% of the modernization costs with local revenues. If a school district lacks sufficient local funding, it may apply for additional state grant funding, up to 100% of the project costs. In addition, a total of \$1 billion will be available for the modernization and new construction of charter school (\$500 million) and technical education (\$500 million) facilities. Generally, 50% of modernization and new construction project costs for charter school and technical education facilities must come from local revenues. However, schools that cannot cover their local share for these two types of projects may apply for state loans. State loans must be repaid over a maximum of 30 years for charter school facilities and 15 years for career technical education facilities. For career technical education facilities, state grants are capped at \$3 million for a new facility and \$1.5 million for a modernized facility. Charter schools must be deemed financially sound before project approval.

***Community College Facilities.*** Proposition 51 includes \$2 billion for community college district facility projects, including buying land, constructing new buildings, modernizing existing buildings, and purchasing equipment. In order to receive funding, community college districts must submit project proposals to the Chancellor of the community college system, who then decides which projects to submit to the State legislature and Governor based on a scoring system that factors in the amount of local funds contributed to the project. The Governor and State legislature will select among eligible projects as part of the annual state budget process.

The District makes no representation that it will either pursue or qualify for Proposition 51 State facilities funding.

## **Proposition 2**

Proposition 2, a legislatively referred Constitutional amendment approved by the voters in November, 2014 (“Proposition 2”), changed the way in which the State pays off existing debts, funds its reserves and draws from those reserves in times of economic slowdowns, as well as requires that reserves be set aside for schools and community colleges under certain circumstances. In addition, as a result of the passage of Proposition 2, new rules for school district reserves were implemented.

Under Proposition 2, the State is required annually to deposit 1.5% of general fund revenues into the Budget Stabilization Account (“BSA”). From fiscal year 2015-16 through 2029-30, under Proposition 2, one half of the amount required to be deposited to the BSA must be applied to the payment of debts for pension and retiree benefits and specified debts to local governments and certain other State accounts. In years when capital gains tax revenues exceed 8% of general fund revenues, a portion of such excess capital gains tax revenue is also required to be applied to the pay down of State debt. Deposits to the BSA are required until the amount on hand in the BSA reaches 10% of general fund revenues. Once the maximum has been reached, the required deposit amount may be applied to other expenditures.

In the event the Governor were to declare a budget emergency, Proposition 2 would permit a smaller deposit to the BSA. A budget emergency may be called if there is a natural disaster such as an

earthquake or flood or general fund revenues reach a certain minimum level. Withdrawals from the BSA, under Proposition 2, are permitted upon a majority vote of the legislature only when the Governor has declared a budget emergency. If a budget emergency is called for two straight years in a row, in the second budget emergency year, the entire amount on hand might be withdrawn.

***Public School System Stabilization Account.*** In the event capital gains tax revenues collected by the State in any given fiscal year exceed 8% of general fund revenues, a portion of such excess is required to be deposited into the PSSSA which serves as a reserve account for school funding in years when the State budget is smaller. See “DISTRICT FINANCIAL INFORMATION - State Budget Measures – Proposed 2022-23 Budget” above for information regarding the deposit of funds to the PSSSA in fiscal years 2020-21, 2021-22 and 2022-23.

***SB 858 and SB 751.*** State regulations require school districts to budget a reserve for economic uncertainties. The recommended minimum amounts vary from 1% to 5% of total expenditures and other financing uses, depending on the district's ADA. SB 858, adopted in June 2014, imposed limitations relating to ending fund balances for school districts. Beginning in fiscal year 2015–16, a school district that proposes to adopt or revise a budget that includes an ending fund balance that is two to three times higher than the state’s minimum recommended reserve for economic uncertainties must substantiate the need for the higher balance. SB 751, which was adopted in October 2017 and amended Section 42127.01 of the Education Code, placed certain restrictions on the amount of a school district’s ending fund balances if a certain amount of funds is available in the PSSSA. In a fiscal year in which the amount of moneys in the PSSSA is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts for that fiscal year, (see “– Proposition 98”), a school district’s adopted or revised budget may not contain an assigned or unassigned ending fund balance higher than 10% of expenditures and other financing uses. A county superintendent could waive the prohibition, pursuant to specified conditions, for up to two consecutive years within a three-year period. SB 751 does not apply to school districts with an ADA of less than 2,501 students and basic aid school districts.

If the cap is triggered, unless exempted, a school district would be required to increase expenditures in order to bring its ending fund balance down to the maximum level. The PSSA appears to be intended to provide a substitute for local reserves in the event of a future economic downturn.

The District is required to maintain a reserve for economic uncertainties at least equal to 3% of general fund expenditures and other financing uses. On June 30, 2022, the District had unassigned available reserves of \$5,490,873, approximately 7.27% of general fund expenditures and other financing uses. The District is unable to predict what the effect on its budget will be following implementation of these new rules. It is anticipated that if the cap is triggered, it will materially change the District’s current policies on reserves.

***Proposition 28.*** On November 8, 2022, voters approved The Arts and Music in Schools- Funding Guarantee and Accountability Act which provides additional funding for arts and music education in all K–12 public schools (including charter schools) by annually allocating from the State general fund an amount equal to 1% of total State and local revenues received by public schools in the preceding fiscal year under Proposition 98. Amounts provided under Proposition 28 are in addition to and not considered a part of the Proposition 98 guarantee. Funds appropriated under Proposition 28 are to be allocated 70% based on a school district’s share of Statewide enrollment and 30% based on such school district’s share of Statewide enrollment of economically disadvantaged students and must be distributed to school sites following such allocation. School districts must expend funds received pursuant to Proposition 28 within three years or such funds revert to CDE for reallocation under Proposition 28.

As a condition to receipt of funds under Proposition 28, school districts must certify that funds are to be used for arts education and that funds received in the prior fiscal year were, in fact, used for those purposes. Additionally, no more than 1% of Proposition 28 funds may be used for administrative purposes in implementing Proposition 28 programs. Schools with 500 or more students must certify that at least 80% of the funding is to be used to employ teachers and that the remainder will be spent on training, supplies, and education partnerships. Amounts appropriated under Proposition 28 in a given year may be reduced if the State legislature suspends the Proposition 98 guarantee but only in an amount equal to the percent reduction of the Proposition 98 guarantee. See “DISTRICT FINANCIAL INFORMATION – State Budget Measures – Proposed 2023-24 State Budget” for information regarding Proposition 28 in the Proposed 2023-24 State Budget.

## **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98, 111 and 28 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## **MONROVIA UNIFIED SCHOOL DISTRICT**

### **Introduction**

The District was established as a unified school district on July 1, 1961. The District is located in East Central Los Angeles County, including within its boundaries the incorporated City of Monrovia, as well as small portions of the cities of Arcadia and Irwindale and some unincorporated areas of Los Angeles County. The District covers about 13 square miles. The District maintains one high school, one continuation high school, two middle schools, five elementary schools and one community day school. The District also has a child development center and an adult education center. ADA for fiscal year 2022-23 is \_\_\_\_ students as of the second interim report and the property within the District has an assessed value of \$ \_\_\_\_\_ in 2022-23.

### **Board of Education**

The District is governed by a Board consisting of five members who were elected at-large to overlapping four-year terms at elections held in staggered years. If a vacancy arises during any term, the vacancy is filled by either an appointment by the majority vote of the remaining Board members or by a special election. The years in which the current terms for each member of the Board expire are set forth in the following table:

#### **BOARD OF EDUCATION**

<u>Name</u>	<u>Office</u>	<u>Term Expires December</u>
Traci L. Gholar	President	2024
Jennifer Anderson	Vice President	2024
Rob Hammond	Clerk	2024
Maritza Travanti	Member	2026
Selene Lockerbie	Member	2026



Unless otherwise indicated, the following financial, statistical and demographic data has been provided by the District. Additional information concerning the District and copies of the most recent and subsequent audited financial statements of the District may be obtained by contacting: Monrovia Unified School District, 325 East Huntington Drive, Monrovia, California 91016, Attention: Superintendent. The District may charge a small fee for copying, mailing and handling.

## Key Personnel

The following is a listing of the key administrative personnel of the District and brief biographies of certain District administrators follow.

Name	Title
Ryan D. Smith, Ed.D.	Superintendent
Greg Francois, Ed.D.	Deputy Superintendent
Jessica M. Garcia	Assistant Superintendent, Business Services
Greg Puccia, Ed.D.	Assistant Superintendent, Human Resources

**Ryan D. Smith, Ed.D. – Superintendent.** Dr. Smith was appointed Superintendent of the District effective July 1, 2021. Dr. Smith has more than 25 years in education experience and spent the last five years as an administrator at the Paramount Unified School District where he recently served as the Assistant Superintendent of Educational Services. Dr. Smith earned his Doctorate Degree in Educational Leadership from the University of Southern California. He also earned a Master’s degree in Curriculum and Instruction and Educational leadership from Chapman University and a Bachelor’s Degree in Mathematics from California State University, San Marcos.

## Employees and Labor Relations

The District has budgeted for approximately \_\_ full-time equivalent certificated academic professionals as well as approximately \_\_\_\_ full-time equivalent classified employees and approximately \_\_\_\_\_ full-time management employees.

The certificated employees of the District have assigned the Monrovia Teacher’s Association (“MTA”) as their exclusive bargaining agent. The contract between the District and MTA expires on June 30, 2024.

The classified employees have assigned California School Employees Association and its Chapter 20 (“CSEA”) as their exclusive bargaining agent. The contract between the District and CSEA expires on June 30, 2024.

## District Retirement Systems

*The information set forth below regarding the District’s retirement programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

**STRS.** All full-time certificated employees, as well as certain classified employees, are members of the State Teachers’ Retirement System (“STRS”). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. For fiscal year 2022-23, the District is

required by such statutes to contribute 19.1% of eligible salary expenditures, while participants contribute either 10.25% or 10.205% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 8.328% of teacher payroll for fiscal year 2021-22. The State's contribution reflects a base contribution of 2.017% and a supplemental contribution that will vary from year-to-year based on statutory criteria.

As part of the 2014-15 State Budget, the Governor signed Assembly Bill 1469 ("AB 1469") which implemented a new funding strategy for STRS, increasing the employer contribution rate in fiscal year 2014-15 from 8.25% to 8.88% of covered payroll. Such rate increased by 1.85% in fiscal year 2015-16 and will continue to increase annually as further described below. Teacher contributions also increased from 8.00% to a total of 10.25% of pay, over the three year period from 2014-15 through 2017-18. The State's total contribution also increased from approximately 3% in fiscal year 2013-14 to 6.30% of payroll in fiscal year 2016-17, plus the continued payment of 2.5% of payroll annually for a supplemental inflation protection program for a total of 8.80%. In addition, AB 1469 provides the State Teachers Retirement Board with authority to modify the percentages paid by employers and employees for fiscal year 2021-22 and each fiscal year thereafter to eliminate the STRS unfunded actuarial obligation with respect to service credited to members of the STRS Defined Benefit Program before July 1, 2014 by June 30, 2046, which is premised upon an actuarially assumed earnings rate of 7.00%. The State Teachers Retirement Board would also have authority to reduce employer and State contributions if they are no longer.

Pursuant to AB 1469, school districts' employer contribution rates increased over a seven-year phase-in period beginning in 2014-15 through 2019-20 when employer contribution rates reached 16.15% (including certain reductions in the contribution rate for supplemental payments made by the State in fiscal years 2019-20 and 2020-21.)

Subsequent to the increases to the school district's contribution rates to STRS, AB 1469 requires that for 2021-22 and each fiscal year thereafter, STRS adjust the school districts' contribution rate to reflect the rate required to eliminate the unfunded liability by July 1, 2046. The 2020-21 State Budget applied certain funds in fiscal year 2020-21 intended under the 2019-20 State Budget to reduce future obligations to STRS to the school districts' then current obligations to STRS to reduce the school district's contribution rates to STRS in fiscal year 2020-21 from 18.41% to approximately 16.15% and in fiscal year 2021-2022 from 17.9% to 16.02%.

The District contributed \$4,095,448 to STRS for fiscal year 2017-18, \$4,571,256 for fiscal year 2018-19, \$4,710,231 for fiscal year 2019-20, \$6,620,433 for fiscal year 2020-21 and \$4,860,825 for fiscal year 2021-22. Such contributions were equal to 100% of the required contributions for the respective years. The District has budgeted a contribution of \$\_\_\_\_\_ for fiscal year 2022-23 per its Second Interim Report. With the implementation of AB 1469, the District anticipates that its contributions to STRS will increase in future fiscal years as compared to prior fiscal years. The District, nonetheless, is unable to predict all factors or any changes in law that could affect its required contributions to STRS in future fiscal years.

**PERS.** Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. The District is currently required to contribute to PERS at an actuarially determined rate, which is 25.37% of eligible salary expenditures for fiscal year 2022-23, while participants enrolled in PERS (prior to January 1, 2013) contribute 7% of their respective salaries and those enrolled subsequent to January 1, 2013 contribute 8.00%. See –"California Public Employees' Pension Reform Act of 2013" below.

On April 19, 2017, the Board of Administration of PERS (“PERS Board”) adopted new contribution rates for school districts. The revised contribution rates are, as were the previous contribution rates, based on certain demographic assumptions adopted by the PERS Board in February 2014 which took into account longer life spans of public employees from previous assumptions. Such demographic assumptions generally increase costs for the State and public agency employers (including school districts), which costs will be amortized over 20 years and were phased in over three years beginning in fiscal year 2014-15 for the State and amortized over 20 years and phased in over five years beginning in fiscal year 2016-17 for the employers. PERS estimated that the new demographic assumptions would cost public agency employers up to 5% of payroll for miscellaneous employees at the end of the five-year phase in period. To the extent, however, that current and future experiences differ from PERS’ assumptions, the required employer contributions may vary. The 2017-18 contribution rate also took into account increased payroll over 2016-17, a lowered discount rate (which was approved in December 2016) as well as lower than predicted investment returns in prior years. As a result of payments to be made by the State as part of the 2019-20 State Budget, the estimated future employer contribution rates to PERS were again revised downward for fiscal years 2019-20 through 2025-26 but remain subject to annual adoption by the PERS Board. See “DISTRICT FINANCIAL INFORMATION- State Funding of Education” herein.

On April 18, 2022, the PERS Board set the fiscal year 2022-23 employer contribution rate at 25.37%. The PERS Board also approved an increase in the employee contribution rate for members subject to the Reform Act (defined below) from 7.00% of earnings to 8.00% of earnings for fiscal year 2022-23. On July 20, 2022, PERS reported a preliminary negative 6.1% net return on investments for fiscal year 2021-22, which is PERS’ first negative return on investments since fiscal year 2008-09. The negative 6.1% net return on investments is less than the assumed annual rate of return on investments of 6.80%.

The most recent PERS actuarial valuation report for the Schools Pool, dated as of June 30, 2021, estimates future employer contribution rates as follows:

<u>Fiscal Year</u>	<u>Prior Projected Employer Contribution Rates</u>	<u>New Projected Employer Contribution Rates (PERS Actuarial Report)</u>
2023-24	25.20%	27.00%
2024-25	24.60	28.10
2025-26	23.70	28.80
2026-27	22.60	29.20
2027-28	22.60	30.70

The projected rates reflect the preliminary investment loss for fiscal year 2021-22 described above. Projected rates also reflect the anticipated decrease in normal cost due to new hires entering lower cost benefit tiers. The PERS Board is expected to set the actual fiscal year 2023-24 employer contribution rate at its April 2023 meeting.

The District contributed to PERS \$1,653,189 for fiscal year 2017-18, \$1,972,999 for fiscal year 2018-19, \$2,151,631 for fiscal year 2019-20, \$2,254,479 for fiscal year 2020-21 and \$2,647,513 for fiscal year 2021-22 which amounts equaled 100% of required contributions to PERS. The District has budgeted a contribution of \$\_\_\_\_\_ for fiscal year 2022-23 per its Second Interim Report.

**State Pension Trusts.** Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial



reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: [www.calstrs.com](http://www.calstrs.com); (ii) PERS: [www.calspers.ca.gov](http://www.calspers.ca.gov). However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for PERS and STRS as of July 1, 2021.

**FUNDED STATUS**  
**STRS (DEFINED BENEFIT PROGRAM) and PERS**  
**Actuarial Valuation as of July 1, 2021**  
**(Dollar Amounts in Millions)<sup>(1)</sup>**

Plan	Accrued Liability	Market Value of Trust Assets	Unfunded Liability
Public Employees Retirement Fund (PERS)	\$110,507	\$ 86,519	\$ (23,988)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	332,082	292,580	(60,136)

<sup>(1)</sup> Amounts may not add due to rounding.

Source: *PERS State & Schools Actuarial Valuation*; *STRS Defined Benefit Program Actuarial Valuation*.

Unlike PERS, STRS contribution rates for participant employers, employees hired prior to the Implementation Date (defined herein) and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. As a result of the Reform Act (defined below), the contribution rate for STRS participants hired after the Implementation Date will vary from year-to-year based on actuarial valuations. See “—California Public Employees’ Pension Reform Act of 2013” below. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. AB 1469 is intended to address this unfunded liability. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District’s required contributions to PERS will not increase in the future.

**California Public Employees’ Pension Reform Act of 2013.** On September 12, 2012, the Governor signed into law the California Public Employee’s Pension Reform Act of 2013 (the “Reform Act”), which makes changes to both STRS and PERS, most substantially affecting new employees hired after January 1, 2013 (the “Implementation Date”). For STRS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor (the age factor is the percent of final compensation to which an employee is entitled to for each year of service) from age 60 to 62 and increasing the eligibility of the maximum age factor of 2.4% from age 63 to 65. Similarly, for non-safety PERS participants hired after the Implementation Date, the Reform Act changes the normal retirement age by increasing the eligibility for the 2% age factor from age 55 to 62 and increases the eligibility requirement for the maximum age factor of 2.5% to age 67. Among the other changes to PERS and STRS, the Reform Act also: (i) requires all new participants enrolled in PERS and STRS after the Implementation Date to contribute at least 50% of the total annual normal cost of their pension benefit each year as determined by an actuary, (ii) requires STRS and PERS to determine the final compensation amount for employees based upon the highest annual compensation earnable averaged over a consecutive 36-month period as the basis for calculating retirement benefits for new participants enrolled after the Implementation Date (currently 12 months for STRS members who retire with 25 years of service), and (iii) caps “pensionable compensation” for new participants enrolled after the

Implementation Date at 100% of the federal Social Security contribution and benefit base for members participating in Social Security or 120% for members not participating in social security, while excluding previously allowed forms of compensation under the formula such as payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off.

***GASB Statement Nos. 67 and 68.*** On June 25, 2012, GASB approved Statements Nos. 67 and 68 (“Statements”) with respect to pension accounting and financial reporting standards for state and local governments and pension plans. The new Statements, No. 67 and No. 68, replace GASB Statement No. 27 and most of Statements No. 25 and No. 50. The changes impact the accounting treatment of pension plans in which state and local governments participate. Major changes include: (1) the inclusion of unfunded pension liabilities on the government’s balance sheet (currently, such unfunded liabilities are typically included as notes to the government’s financial statements); (2) more components of full pension costs being shown as expenses regardless of actual contribution levels; (3) lower actuarial discount rates being required to be used for underfunded plans in certain cases for purposes of the financial statements; (4) closed amortization periods for unfunded liabilities being required to be used for certain purposes of the financial statements; and (5) the difference between expected and actual investment returns being recognized over a closed five-year smoothing period. In addition, according to GASB, Statement No. 68 means that, for pensions within the scope of the Statement, a cost-sharing employer that does not have a special funding situation is required to recognize a net pension liability, deferred outflows of resources, deferred inflows of resources related to pensions and pension expense based on its proportionate share of the net pension liability for benefits provided through the pension plan. Because the accounting standards do not require changes in funding policies, the full extent of the effect of the new standards on the District is not known at this time. The reporting requirements for pension plans took effect for the fiscal year beginning July 1, 2013 and the reporting requirements for government employers, including the District, took effect for the fiscal year beginning July 1, 2014.

The District’s proportionate shares of the net pension liability of STRS and PERS, as of June 30, 2022, are as shown in the following table.

<u>Pension Plan</u>	<u>Proportionate Share of Net Pension Liability</u>
STRS	\$23,150,849
PERS	<u>15,278,482</u>
Total	\$38,429,331

Source: *The District.*

For further information about the District’s contributions to STRS and PERS, see Note 10, in the District’s audited financial statements for fiscal year ended June 30, 2022 attached hereto as APPENDIX B.

School districts’ retirement contributions decrease when investment earnings rise and increase when investment earnings decline. As a result, declines in investment earnings may result in substantial increases in school district contributions. The District cannot determine whether current financial market losses and/or volatility might impact the value of investments held by either PERS or STRS to fund retirement benefits or whether the District’s contribution rates to PERS or STRS might increase in the future as a result of any declines in the value of investments in response to the outbreak of COVID-19. See also “DISTRICT FINANCIAL INFORMATION – COVID 19 Outbreak and its Economic Impact” herein for information regarding the outbreak of COVID-19.

## Other Post-Employment Benefits

In June 2004, the Governmental Accounting Standards Board (“GASB”) pronounced Statement No. 45, *Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions*. The pronouncement required public agency employers providing healthcare benefits to retirees to recognize and account for the costs for providing these benefits on an accrual basis and provide footnote disclosure on the progress toward funding the benefits. In June 2015, GASB replaced Statement No. 45 with Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* which the District implemented in fiscal year 2014-15.

The District does not provide retiree employment benefits other than pensions to current employees.

## Risk Management

The District is exposed to various risks of loss related to tortious liability, theft, damage or destruction of assets, errors or omissions, employee injuries or natural disasters. The District is a member of Alliance of Schools for Cooperative Insurance Programs (“ASCIP”). The relationship between the District and ASCIP is such that the joint powers authority is not a component unit of the District for financial reporting purposes.

The District maintains insurance or self-insurance in such amounts and with such retentions and other terms providing coverages for property damage, fire and theft, general public liability and worker’s compensation as are adequate, customary and comparable with such insurance maintained by similarly situated school districts. In addition, based upon prior claims experience, The District believes that the recorded liabilities for self-insured claims are adequate.

## District Debt Structure

**Long-Term Debt.** A schedule of the District’s changes in long-term debt for the year ended June 30, 2022 is shown below:

### MONROVIA UNIFIED SCHOOL DISTRICT Long-Term Debt

	Balance July 1, 2021	Additions	Deductions	Balance June 30, 2022	Due Within One Year
General obligation bonds	\$52,282,517	\$ --	\$4,430,000	\$47,852,517	\$4,990,000
Unamortized debt premiums	2,989,560	--	379,468	2,610,092	379,468
Accreted interest	28,852,782	2,919,274	--	31,772,056	--
Total General Obligation Bonds	84,124,859	--	4,808,468	82,234,665	5,369,468
Direct Placement Certificates of Participation	820,000	--	195,000	625,000	200,000
Early Retirement incentive	304,410	--	304,410	--	--
Compensated absences	1,580,000	--	596,132	984,168	--
Net pension liability	<u>71,837,725</u>	<u>--</u>	<u>33,408,394</u>	<u>38,429,331</u>	<u>--</u>
Total	\$158,667,294	\$2,919,274	\$39,313,404	\$122,273,164	\$5,569,468

Source: *The District*.

### ***General Obligation Bonds***

On June 3, 1997, the District received authorization, by at least two-thirds of the votes cast by eligible voters within the District, to issue \$34,000,000 maximum principal amount of general obligation bonds (the “1997 Authorization”). On September 9, 1997, the County issued on behalf of the District the Election of 1997 General Obligation Bonds, Series A in the aggregate principal amount of \$23,999,059.35 (the “1997 Series A Bonds”). On January 11, 2001, the County issued on behalf of the District the Election of 1997 General Obligation Bonds, Series B in the aggregate principal amount of \$9,999,601.75 (the “1997 Series B Bonds”). On February 16, 2005 the District issued its 2005 General Obligation Refunding Bonds in the aggregate principal amount of \$13,005,000 (the “2005 Refunding Bonds”), the proceeds of which were used to advance refund a portion of the then outstanding 1997 Series A Bonds.

The District received authorization at an election held on June 6, 2006, by at least 55% of the votes cast by eligible voters within the District, to issue \$45,000,000 maximum principal amount of general obligation bonds (the “2006 Authorization”). On October 10, 2006, the County issued on behalf of the District the Election of 2006 General Obligation Bonds, Series A in the aggregate principal amount of \$15,000,000 (the “2006 Series A Bonds”). On June 11, 2009, the County issued on behalf of the District the Election of 2006 General Obligation Bonds, Series B in the aggregate principal amount of \$17,991,664.50 (the “2006 Series B Bonds”). On December 21, 2010, the District concurrently issued its Election of 2006 General Obligation Bonds, Series C (Tax-Exempt) in the aggregate principal amount of \$3,981,250.10 (the “2006 Series C Bonds”) and its Election of 2006 General Obligation Bonds, Series C-1 (Federally Taxable) in the aggregate principal amount of \$8,025,000.00 (the “Series C-1 Bonds”). On June 19, 2015, the District issued its 2015 General Obligation Refunding Bonds in the aggregate principal amount of \$24,530,000 (the “2015 Refunding Bonds”). Certain proceeds from the sale of the 2015 Refunding Bonds were used to advance refund a portion of the outstanding 2006 Series A Bonds, 2006 Series B Bonds and 2006 Series C Bonds.

Only a de minimis amount of general obligation bonds remain for issuance under the 1997 Authorization and the 2006 Authorization which the District does not intend to issue.

On November 8, 2022, the District received authorization to issue \$75,000,000 aggregate principal amount of general obligation bonds pursuant to the 2022 Authorization. The Bonds constitute the first series of general obligation bonds to be issued under the 2022 Authorization. Subsequent to the issuance of the Bonds, \$56,250,000\* principal amount of general obligation bonds will remain for issuance pursuant to the 2022 Authorization.

### ***Certificates of Participation***

On April 8, 1998, the District executed and delivered \$3,200,000 of Certificates of Participation (the “1998 Certificates”). On November 22, 2011, through a private placement, the District executed and delivered \$2,150,000 of its 2011 Refunding Certificates of Participation (“Refunding Certificates”) to prepay the outstanding 1998 Certificate. Lease payments with respect to the Refunding Certificates are payable from the General Fund of the District. Future annual lease payments relating to the Refunding Certificates are as follows:

\* Preliminary, subject to change.

Year Ended June 30	Principal	Interest	Total
2023	\$200,000	\$18,976	\$218,976
2024	210,000	12,210	222,210
2025	215,000	5,280	220,280
Total	\$625,000	\$36,466	\$661,466

Source: *The District*.

### Short-Term Debt

[As of June 30, 2022, the District did not have any short-term debt outstanding. The District does not intend to issue tax and revenue anticipation notes in fiscal year 2022-23 or 2023-24] [District to confirm].

### Cyber Security

School districts, like other governmental and business entities, face significant risks relating to the use and application of computer software and hardware for educational and operational and management purposes. The District also collects, processes, and distributes an enormous amount of private, protected and personal information on students, staff, parents, visitors, and contractors. As the custodian of such information, the District may face cybersecurity threats from time to time. Given the importance of cybersecurity for school districts, federal lawmakers recently approved the K-12 Cybersecurity Act of 2021 to study cybersecurity risks that school districts face and develop recommended guidelines and an online training toolkit for school district officials to address such cybersecurity risks. [The District is not aware of any major cybersecurity attack or breach of its systems during the last five years. To protect itself from cybersecurity attacks, the District utilizes firewalls, anti-virus and anti-malware software, and provides cybersecurity training to District employees. In addition, the District has an informal general technology use policy. As a result, the District expects that any such disruptions caused by a cyberattack would be temporary in nature. The District currently maintains a policy of cyber liability insurance. There can be no assurance that a future cyberattack or attempted cyberattack would not compromise the personal information that the District collects, processes and stores or cause a disruption in District operations, particularly given that students, teachers, and staff are accessing District computer systems and platforms remotely which may increase the risks of intrusion by third parties.] **[To be confirmed by District.]**

### LOS ANGELES COUNTY TREASURY POOL

The following information concerning the Los Angeles County Treasury Pool (the “Pool”) has been provided by the Treasurer and has not been confirmed or verified by the District. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

Under California law, the District is required to pay all monies received from any source into the Los Angeles County Treasury to be held on behalf of the District. The Treasurer has authority to implement and oversee the investment of funds on deposit in commingled funds of the Treasury.

Decisions on the investment of funds in the Pool are made by the Treasurer and their deputies in accordance with established policy guidelines. In the County, investment decisions are governed by

California Government Code Sections 53601 and 53635, *et seq.*, which govern legal investments by local agencies in the State of California, and a more restrictive Investment Policy proposed by the Treasurer and adopted by the County Board of Supervisors on an annual basis. The Investment Policy is reviewed and approved annually by the County Board of Supervisors. The Treasurer's compliance with the Investment Policy is also audited annually by an independent certified public accountant.

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[Investment Report to Come]

The District has not made an independent investigation of the investments in the Pool and has made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, after a review by the Committee and approval by the Board may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pool will not vary significantly from the values described therein.

#### **CONTINUING DISCLOSURE**

The District has covenanted for the benefit of the Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 9 months following the end of the District's fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the 2022-23 fiscal year, and to provide notices of the occurrence of certain enumerated events. The District has entered into a Continuing Disclosure Agreement ("Continuing Disclosure Agreement") for the benefit of the Owners of the Bonds. The Annual Report and each notice of enumerated events will be filed by the District with the Electronic Municipal Markets Access system ("EMMA") of the Municipal Securities Rulemaking Board (the "MSRB"), or any other repository then recognized by the Securities and Exchange Commission. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is set forth in APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT hereto. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Within the last five years, \_\_\_\_\_. The District has engaged Piper Sandler & Co. to act as Dissemination Agent with respect to the undertaking to be entered into with respect to the Bonds and to assist the District with compliance with its current and future continuing disclosure obligations.

#### **LEGAL MATTERS**

The legal opinion of Dannis Woliver Kelley, San Diego, California, Bond Counsel to the District ("Bond Counsel"), attesting to the validity of the Bonds, will be supplied to the Underwriter of the Bonds without charge, a form of which is attached hereto as APPENDIX A. Dannis Woliver Kelley is also acting as Disclosure Counsel to the District. Bond Counsel and Disclosure Counsel will receive compensation contingent upon the sale and delivery of the Bonds.



## **Limitation on Remedies; Amounts Held in the County Treasury Pool**

The opinion of Bond Counsel, the proposed form of which is attached hereto as APPENDIX A, is qualified by reference to bankruptcy, insolvency and other laws relating to or affecting creditor's rights. The rights of the owners of the Bonds are subject to certain limitations. Enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the District, are limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect, equity principles that may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose, and the limitations on remedies against school and community college districts in the State. Bankruptcy proceedings, if initiated, could subject the beneficial owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Under Chapter 9 of the Federal Bankruptcy Code (Title 11, United States Code) (the "Bankruptcy Code"), which governs the bankruptcy proceedings for public agencies, no involuntary petitions for bankruptcy relief are permitted. While current State law precludes school districts from voluntarily seeking bankruptcy relief under Chapter 9 of the Bankruptcy Code without the concurrence of the State, such concurrence could be granted or State law could be amended.

The Resolution and the Act require the County to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of the principal of, premium, if any, and interest on the Bonds. The County, on behalf of the District, is thus expected to be in possession of the annual *ad valorem* taxes and certain funds to repay the Bonds and may invest these funds in the County's Investment Pool, as described in "APPENDIX E – LOS ANGELES COUNTY INVESTMENT POLICY STATEMENT" attached hereto. In the event the District or the County were to go into bankruptcy, a federal bankruptcy court might hold that the owners of the Bonds are unsecured creditors with respect to any funds received by the District or the County prior to the bankruptcy, where such amounts are deposited into the County Treasury Pool, and such amounts may not be available for payment of the principal of and interest on the Bonds unless the owners of the Bonds can "trace" those funds. There can be no assurance that the owners could successfully so "trace" such taxes on deposit in the District's Debt Service Fund where such amounts are invested in the County Investment Pool. Under any such circumstances, there could be delays or reductions in payments on the Bonds.

## **California Senate Bill 222**

Government Code Section 53515, added by SB 222, applicable to general obligations bonds issued after its effective date, removes the extra step between (a) the issuance of general obligation bonds by cities, counties, cities and counties, school districts, community college districts, authorities and special districts; and (b) the imposition of a lien on the future *ad valorem* property taxes that are the source of repayment of the general obligation bonds. By clarifying that the lien created with each general obligation bond issuance is a "statutory" lien (consistent with bankruptcy statutory law and case precedent), SB 222, while it does not prevent default, should reduce the ultimate bankruptcy risk of non-recovery on local general obligation bonds, and thus potentially improve ratings, interest rates and bond cost of issuance.

## TAX MATTERS

The delivery of the Bonds is subject to delivery of the opinion of Bond Counsel, to the effect that interest on the Bonds for federal income tax purposes under existing statutes, regulations, published rulings, and court decisions (1) will be excludable from the gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended to the date of initial delivery of the Bonds (the “Code”), of the owners thereof pursuant to section 103 of the Code, (2) will not be included in computing alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on individuals, and (3) will be taken into account in determining adjusted financial statement income for the alternative minimum tax imposed on certain corporations. The delivery of the Bonds is also subject to the delivery of the opinion of Bond Counsel, based upon existing provisions of the laws of the State of California, that interest on the Bonds is exempt from personal income taxes of the State of California. The form of Bond Counsel’s anticipated opinion respecting the Bonds is included in APPENDIX A. The statutes, regulations, rulings, and court decisions on which such opinions will be based are subject to change.

In rendering the foregoing opinions, Bond Counsel will rely upon the representations and certifications of the District made in a certificate (the “Tax Certificate”) of even date with the initial delivery of the Bonds pertaining to the use, expenditure, and investment of the proceeds of the Bonds and will assume continuing compliance with the provisions of the Resolution by the District subsequent to the issuance of the Bonds. The Tax Certificate contains covenants by the District with respect to, among other matters, the use of the proceeds of the Bonds and the facilities and equipment financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Bonds are to be invested, if required, the calculation and payment to the United States Treasury of any “arbitrage profits” and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants could cause interest on the Bonds to be includable in the gross income of the owners thereof from the date of the issuance of the Bonds.

Except as described above, Bond Counsel will express no other opinion with respect to any other federal, State or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, certain foreign corporations doing business in the United States, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a financial asset securitization investment trust, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the District described above. No ruling has been sought from the Internal Revenue Service (“IRS” or the “Service”) or the State of California with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the Service or the State of California. The Service has an ongoing program of auditing the tax status of the interest on municipal obligations. If an audit of the Bonds is commenced, under current procedures, the Service is likely to treat the District as the “taxpayer,” and the owners of the Bonds would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the District may have different or conflicting interests from the owners of the



respective Bonds. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

### ***Tax Accounting Treatment of Discount and Premium on Certain of the Bonds***

The initial public offering price of certain of the Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. The tax rules requiring inclusion in income annually by the holder of a debt instrument having original issue discount of the daily portion of original issue discount for each day during a taxable year in which such holder held such debt instrument is inapplicable to the Bonds. A portion of such original issue discount, allocable to the holding period of such Discount Bond by the initial purchaser, will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, and will be added to the holder’s basis in the Discount Bond, for federal income tax purposes, on the same terms and conditions as those for other interest on the bonds described above under “TAX MATTERS.” Such interest is considered to be accrued in accordance with the constant-yield-to-maturity method over the life of a Discount Bond taking into account the semiannual compounding of accrued interest at the yield to maturity on such Discount Bond, and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year.

However, such interest may be required to be taken into account in determining the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial Owner prior to maturity, the amount realized by such Owner in excess of the basis of such Discount Bond in the hands of such Owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income.

Owners of Discount Bonds should consult with their own tax advisors with respect to the determination for federal income tax purposes of accrued interest upon disposition of Discount Bonds and with respect to the state and local tax consequences of owning Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial offering price of certain Bonds (the “Premium Bonds”), may be greater than the amount payable on such bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond

premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income purposes and with respect to the state and local tax consequences of owning Premium Bonds.

***Form of Bond Counsel Opinion.*** The form of the proposed opinion of Bond Counsel relating to the Bonds is attached to this Official Statement as Appendix A.

## **LEGALITY FOR INVESTMENT**

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the investing bank, are prudent for the investment of funds of depositors. Under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

## **RATING**

Moody's Investors Service ("Moody's") assigned its municipal bond rating of "\_\_\_\_" to the Bonds. Such rating reflects only the view of Moody's and an explanation of the significance of such rating may be obtained as follows: Moody's Investors Service at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Generally, rating agencies base their ratings on information and materials furnished to them (which may include information and material from the District which is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

## **METHOD OF SALE**

Following a competitive bid process, as provided in the Official Notice of Sale, dated \_\_\_\_\_, 2023 (the "Notice of Sale"), \_\_\_\_\_ (the "Underwriter"), has submitted the lowest bid to purchase the Bonds at a price of \$ \_\_\_\_\_ (reflecting the principal amount of the Bonds plus a [net] original issue premium in the amount of \$ \_\_\_\_\_ and less an Underwriter's discount of \$ \_\_\_\_\_).

The Notice of Sale provides that all Bonds must be purchased if any are purchased, and that the obligation to make such purchase are subject to certain terms and conditions set forth in the Notice of Sale, the approval of certain legal matters by Bond Counsel, and certain other conditions. The Underwriter has represented to the District that the Bonds have been reoffered to the public at the prices or yields stated on the inside front cover page hereof.

## **NO LITIGATION**

No litigation is pending concerning the validity of the Bonds, and the District's certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or

contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue the Bonds.

#### **OTHER INFORMATION**

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Resolution are available upon request from the Monrovia Unified School District, at 325 East Huntington Drive, Monrovia, California 91016.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

MONROVIA UNIFIED SCHOOL DISTRICT

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

**APPENDIX A**  
**FORM OF BOND COUNSEL OPINION**

[Closing date]

Board of Education  
Monrovia Unified School District  
325 East Huntington Drive  
Monrovia, California 91016

Re:     \$\_\_\_\_\_ Monrovia Unified School District (Los Angeles County, California) General  
          Obligation Bonds, 2022 Election, 2023 Series A

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To the Addressees Hereof:

We have acted as bond counsel for the Monrovia Unified School District (Los Angeles County, California) (the “District”), in connection with the issuance by the District of \$\_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, 2022 Election, 2023 Series A (the “Bonds”). The Bonds are issued pursuant to the Government Code of the State of California (commencing at Section 53506), as amended and that certain resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2023 (the “Resolution”). All terms used herein and not otherwise defined shall have the meanings given to them in the Resolution.

As bond counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the District for the authorization and issuance of the Bonds, including the Resolution. Our services as such bond counsel were limited to an examination of such proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of public officials and officers of the District and Los Angeles County (the “County”) as we have considered necessary for the purposes of this opinion.

Certain agreements, requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any effect on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than the District. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolution. We call attention to the fact that the rights and obligations under the Bonds and the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent

conveyance, moratorium and other laws relating to or affecting creditors, rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. We express no opinion and make no comment with respect to the sufficiency of the security for the marketability of the Bonds. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion herein with respect thereto.

Based on and subject to the foregoing and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute valid and binding general obligations of the District.
2. The Bonds are payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount, except for certain personal property that is taxable at limited rates.
3. The Resolution has been duly adopted and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.
4. Interest on the Bonds is excluded from the gross income of the owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended..
5. Interest on the Bonds is exempt from personal income taxes of the State of California.

Bondholders should note that interest on the Bonds is not a preference item for purposes of the alternative minimum tax imposed on individuals but is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. Ownership of tax-exempt obligations such as the Bonds may result in collateral tax consequences. The nature and extent of these other tax consequences will depend upon the particular tax status of the owner of the Bonds or such owner's other items of income or deduction. We express no opinion with respect to any federal, state, or local tax consequences, under present law or any proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Our opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

Dannis Woliver Kelley

**APPENDIX B**

**MONROVIA UNIFIED SCHOOL DISTRICT  
AUDITED FINANCIAL STATEMENTS  
FOR FISCAL YEAR ENDED JUNE 30, 2022**

## APPENDIX C

### GENERAL ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF MONROVIA AND THE COUNTY OF LOS ANGELES

*The following information concerning the City of Monrovia (the “City”) and Los Angeles County, California (the “County”) has been obtained from sources which are believed to be reliable but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District or the Underwriter. The District comprises only a portion of the County, and the Bonds are only payable from ad valorem property taxes levied on property in the District. The following information concerning the County is included only for the purpose of supplying general information regarding the area served by the District. The Bonds are not a debt of the County.*

*The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors influencing such data, including as a result of the impact of COVID-19. For more information on the impact of the COVID-19 pandemic, see “DISTRICT FINANCIAL INFORMATION – COVID-19 Outbreak and its Economic Impact” and “Impact of COVID-19 on California School Districts” herein.*

#### **Introduction**

***The City of Monrovia.*** The City of Monrovia (the “City”) is located in the San Gabriel Valley twenty miles northeast of Los Angeles at the base of the San Gabriel Mountains and encompasses approximately 13.75 square miles. The City was founded on May 17, 1886 and incorporated on December 8, 1887. It is a general law city and operates under a Council/Manager form of government. The Mayor and Council members are elected at large and City Manager is appointed by the Council and is responsible for supervising the day-to-day operations of the City and for carrying out policies set by the Council.

***Los Angeles County.*** Covering 4,084 square miles, Los Angeles County (the “County”) is bordered on the east and the south by Orange and San Bernardino Counties, on the north by Kern County and on the west by Ventura County and the Pacific Ocean. The topography of the County encompasses mountain ranges, deep valleys, forests, islands, lakes, rivers and desert. In between the large desert portions of the County, which make up around 40% of its land area, and the heavily urbanized central and southern portions sit the San Gabriel Mountains containing Angeles National Forest. The County is home to 88 incorporated cities and many unincorporated areas, along with two offshore islands. It is the most populous county in the United States.

The County was incorporated on February 18, 1850 and is one of the original counties of the State of California (the “State”). The County seat is Los Angeles, which is the largest city in the State. The County is governed by a five-member Board of Supervisors that are elected by the voters, along with an Assessor, District Attorney and Sheriff.

## Population

The following table shows historical population statistics for the cities in the County as well as the County for calendar years 2018 through 2022, as of January 1 of each year.

**POPULATION**  
**CITY OF MONROVIA, COUNTY OF LOS ANGELES, AND STATE OF CALIFORNIA**  
**Calendar Years 2018 through 2022**

Area	2018	2019	2020	2021	2022 <sup>(1)</sup>
Monrovia	38,231	38,046	37,964	37,809	37,563
County Total	10,192,593	10,163,139	10,135,614	9,931,338	9,861,224
State Total	39,519,535	39,605,361	39,648,938	39,303,157	39,185,605

<sup>(1)</sup> Provisional population estimates for January 1, 2022, for the state, counties, and cities.

Source: *State of California, Department of Finance.*

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## Employment and Industry

The following table summarizes employment and unemployment rates in the County, and historical numbers of workers in the County by industry group, for 2017 through 2021 (the most recent data available).

### LABOR FORCE AND EMPLOYMENT BY INDUSTRY ANNUAL AVERAGES FOR COUNTY OF LOS ANGELES 2017 through 2021 by Industry Group

Title	2017	2018	2019	2020	2021
Civilian Labor Force	5,109,800	5,121,300	5,153,100	4,968,900	4,994,100
Civilian Employment	4,864,100	4,885,300	4,926,100	4,355,900	4,548,900
Civilian Unemployment	245,700	235,900	227,000	613,000	445,200
Civilian Unemployment Rate	4.8%	4.6%	4.4%	12.3%	8.9%
Total, All Industries	4,455,000	4,520,700	4,566,100	4,171,700	4,300,000
Total Farm	5,700	4,600	4,400	4,400	4,600
Total Nonfarm	4,449,300	4,516,100	4,561,800	4,167,300	4,295,400
Total Private	3,863,100	3,925,500	3,974,900	3,597,100	3,737,200
Goods Producing	491,100	490,800	492,500	463,300	463,100
Mining, Logging and Construction	140,800	148,200	151,800	148,300	151,400
Construction of Buildings	34,300	36,600	38,300	37,800	38,000
Residential Building Construction	20,300	21,400	22,700	22,900	23,200
Nonresidential Building Construction	14,000	15,100	15,600	14,900	14,800
Heavy & Civil Engineering Construction	13,200	15,100	15,500	15,700	16,800
Specialty Trade Contractors	91,200	94,600	96,000	93,100	95,000
Building Foundation & Exterior Contractors	18,400	19,700	19,500	19,400	19,600
Building Equipment Contractors	40,800	41,900	43,000	42,100	42,800
Building Finishing Contractors	21,600	22,600	23,000	21,600	22,500
Other Specialty Trade Contractors	10,400	10,400	10,500	10,000	10,000
Manufacturing	350,400	342,600	340,700	315,100	311,700
Service Providing	3,958,100	4,025,300	4,069,300	3,704,000	3,832,300
Private Service Providing	3,372,000	3,434,700	3,482,400	3,133,800	3,274,100
Trade, Transportation & Utilities	845,600	851,400	851,000	788,000	817,600
Wholesale Trade	221,500	223,200	220,500	200,000	202,000
Retail Trade	425,900	424,600	417,700	380,200	401,400
Transportation, Warehousing & Utilities	198,200	203,600	212,900	207,800	214,200
Information	214,000	214,700	215,300	191,000	213,200
Financial Activities	221,600	223,200	223,600	212,600	210,800
Finance & Insurance	137,500	136,500	135,300	131,700	127,600
Real Estate & Rental & Leasing	84,100	86,700	88,200	80,800	83,200
Professional & Business Services	613,200	632,300	647,000	599,800	629,500
Professional, Scientific & Technical Services	282,300	291,300	301,200	289,300	301,600
Management of Companies & Enterprises	63,200	64,800	66,000	62,200	61,700
Administrative & Support & Waste Services	267,700	276,200	279,800	248,200	266,300
Educational & Health Services	797,400	817,900	839,900	820,300	839,600
Educational Services	125,600	131,300	133,100	122,200	124,000
Elementary & Secondary Schools	29,400	30,500	31,500	29,000	29,900
Colleges, Universities & Professional Schools	67,900	71,800	70,700	67,400	67,100
Health Care & Social Assistance	671,800	686,600	706,800	698,100	715,600
Leisure & Hospitality	524,600	536,500	547,200	393,500	429,300
Other Services	155,700	158,800	158,400	128,700	134,100
Government	586,100	590,600	586,900	570,200	558,200
Federal Government	48,000	47,300	47,300	50,200	47,600
State Government	92,500	91,700	86,500	89,000	89,200
State Government Education	62,800	61,600	55,300	57,800	57,300
Local Government	445,600	451,600	453,000	431,000	421,400
Local Government Education	228,700	230,000	229,300	212,100	207,300

Source: California State Employment Development Department.

## Major Employers

The following tables lists the most recent data on major employers for the County and the City.

### MAJOR EMPLOYERS COUNTY OF LOS ANGELES

Employer	Location	Industry
AHMC Healthcare Inc	Alhambra	Health Care Management
All Nations Church	Sylmar	Churches
California State Univ NRTHRDG	Northridge	Schools-Universities & Colleges Academic
Cedars-Sinai Health System	West Hollywood	Health Care Management
Infineon Technologies Americas	El Segundo	Semiconductor Devices (mfrs)
Kaiser Permanente Los Angeles	Los Angeles	Hospitals
Lac & USC Medical Ctr	Los Angeles	Medical Centers
Long Beach City Hall	Long Beach	City Hall
Longshore Dispatch	Wilmington	Nonclassified Establishments
Los Angeles County Sheriff	Monterey Park	Government Offices-County
Los Angeles Intl Airport-Lax	Los Angeles	Airports
Los Angeles Medical Ctr	Los Angeles	Pathologists
Los Angeles Police Dept	Los Angeles	Police Departments
National Institutes of Health	Pasadena	Physicians & Surgeons
Security Industry Specialist	Culver City	Security Systems Consultants
Six Flags	Valencia	Amusement & Theme Parks
Sony Pictures Entrtn Inc	Culver City	Motion Picture Producers & Studios
Space Exploration Tech Corp	Hawthorne	Aerospace Industries (mfrs)
Twentieth Century Fox	Los Angeles	Motion Picture Producers & Studios
UCLA Community Based Learning	Los Angeles	Junior-Community College-Tech Institutes
University of Ca Los Angeles	Los Angeles	Schools-Universities & Colleges Academic
University of Ca Los Angeles	Los Angeles	University-College Dept/Facility/Office
Vision X	Los Angeles	Call Centers
Walt Disney Co	Burbank	Water Parks
Water Garden Management	Santa Monica	Office Buildings & Parks

Source: California State Employment Development Department, extracted from the *America's Labor Market Information System (ALMIS) Employer Database, 2022 1st Edition*.

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**PRINCIPAL EMPLOYERS 2021-22  
CITY OF MONROVIA**

Employer*	Number of Employees	Rank	Percentage of Total City Employment
Monrovia School District	673	1	3.33%
Trader Joe's Company	329	2	1.63%
STARR Surgical Co	254	3	1.26%
Sierra Autocars	245	4	1.21%
City of Monrovia	236	5	1.17%
The Home Depot #6629	219	6	1.08%
Autism Learning Partners, LLC	187	7	0.93%
Vinyl Technology	179	8	0.89%
Ducommun Aerostructures Inc.	178	9	0.88%
Worley Parsons Group Inc.	174	10	0.86%
City of Hope	n/a	n/a	n/a
Aerovironment	n/a	n/a	n/a
Modern Healthcare Inc.	n/a	n/a	n/a
Subtotal	2,674		13.24%

\* Does not include employers who are not required to obtain a business license with the City, such as the following types of employers: (a) utility companies, (b) financial institutions, and (c) insurance companies.

Source: City of Monrovia, *Annual Comprehensive Financial Report For the Fiscal Year Ended June 30, 2022*.

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## Commercial Activity

A summary of historic taxable sales in the County and the City through 2021 (the most recent data available) are shown in the following tables.

**TAXABLE SALES  
NUMBER OF PERMITS, AND VALUATION OF TAXABLE TRANSACTIONS  
COUNTY OF LOS ANGELES  
(Dollars in Thousands)**

	Retail and Food Services		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	197,452	\$ 114,299,000	313,226	\$ 160,280,000
2018	200,603	119,145,000	328,047	166,024,000
2019	206,732	122,445,000	342,359	172,314,000
2020	226,643	113,416,000	376,990	157,738,000
2021	208,412	139,000,000	349,061	192,524,000

Source: *California Department of Tax and Fee Administration.*

**TAXABLE SALES  
NUMBER OF PERMITS AND VALUATION OF TAXABLE TRANSACTIONS  
CITY OF MONROVIA  
(Dollars in Thousands)**

	Retail and Food Services		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2017	862	\$ 677,228	1,436	\$ 863,066
2018	873	703,214	1,510	901,291
2019	872	682,681	1,514	884,590
2020	898	611,159	1,586	794,957
2021	824	761,902	1,463	956,621

Source: *California Department of Tax and Fee Administration.*

## APPENDIX D

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the Monrovia Unified School District (the “District”) in connection with the execution and delivery of \$\_\_\_\_\_ aggregate principal amount of the District’s General Obligation Bonds, 2022 Election, 2023 Series A (together, the “Bonds”). The Bonds are being issued pursuant to resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2023 (the “Resolution”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Resolution.

In consideration of the execution and delivery of the Bonds by the District and the purchase of such Bonds by the Underwriter described below, the District hereby covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District for the benefit of the Bondholders and in order to assist [Underwriter] (the “Underwriter”) in complying with Rule 15c2-12(b)(5) (the “Rule”) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

SECTION 2. Additional Definitions. In addition to the above definitions and the definitions set forth in the Resolution, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 4 and 5 of this Disclosure Agreement.

“Bondholder” or “Holder” means any holder of the Bonds or any beneficial owner of the Bonds so long as they are immobilized with DTC.

“Dissemination Agent” shall mean any Dissemination Agent, or any alternate or successor Dissemination Agent, designated in writing by the Superintendent (or otherwise by the District), which Agent has evidenced its acceptance in writing. The Dissemination Agent shall be Piper Sandler & Co.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 6 of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, through its electronic municipal market access system, which can be found at <http://emma.msrb.org/>, or any repository of disclosure information that may be designated by the Securities and Exchange Commission for purposes of the Rule.

SECTION 3. CUSIP Numbers and Final Official Statement. The CUSIP Numbers for the Bonds have been assigned. The Final Official Statement relating to the Bonds is dated \_\_\_\_\_, 2023 (“Final Official Statement”).

SECTION 4. Provision of Annual Reports.

(a) The District shall cause the Dissemination Agent, not later than 9 months after the end of the District's fiscal year (currently ending June 30), which date would be April 1, commencing with the report for the fiscal year ending June 30, 2023, which would be due on April 1, 2024, to provide to the MSRB an Annual Report which is consistent with the requirements of Section 5 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 5 of this Disclosure Agreement; provided that the audited financial statements of the District may be submitted, when and if available, separately from the balance of the relevant Annual Report.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in paragraph (a) above, the District, in a timely manner, shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine the name and address of the MSRB each year prior to the date established hereunder for providing the Annual Report; and

(ii) if the Dissemination Agent is other than the District or an official of the District, the Dissemination Agent shall file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 5. Content of Annual Report. The District's Annual Report shall contain or incorporate by reference the following:

(a) Financial information including the general purpose financial statements of the District for the preceding fiscal year, prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants. If audited financial information is not available by the time the Annual Report is required to be filed pursuant to Section 4(a) hereof, the financial information included in the Annual Report may be unaudited, and the District will provide audited financial information to the MSRB as soon as practical after it has been made available to the District.

(b) Operating data, including the following information with respect to the District's preceding fiscal year (to the extent not included in the audited financial statements described in paragraph (a) above):

- (i) State funding received by the District for the last completed fiscal year;
- (ii) average daily attendance of the District for the last completed fiscal year;
- (iii) outstanding District indebtedness; and
- (iv) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the then-current fiscal year.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or to the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The District shall clearly identify each other document so incorporated by reference.

SECTION 6. Reporting of Significant Events.

(a) The District agrees to provide or cause to be provided to the MSRB, in readable PDF or other electronic format as prescribed by the MSRB, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on any debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on any credit enhancements reflecting financial difficulties.
- (iv) Substitution of or failure to perform by any credit provider.
- (v) Adverse tax opinions with respect to the tax status of the Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Bonds;
- (vi) Tender Offers;
- (vii) Defeasances;
- (viii) Rating changes;
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person which reflect financial difficulties.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the securities, if material, not later than ten (10) business days after the occurrence of the event:

- (i) Unless described in paragraph 6(a)(v) hereof, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the securities or other material events affecting the tax status of the securities;
- (ii) Modifications of rights to security holders;
- (iii) Optional, unscheduled or contingent Bond calls;

(iv) Release, substitution or sale of property securing repayment of the securities;

(v) Non-payment related defaults;

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) Appointment of a successor or additional Paying Agent or Trustee or the change of name of a Paying Agent or Trustee; and

(viii) Incurrence of a Financial Obligation of the obligated person or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders;

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 4 hereof, as provided in Section 4(b) hereof.

(d) Whenever the District obtains knowledge of the occurrence of a Listed Event described in Section 6(a) hereof, or determines that knowledge of a Listed Event described in Section 6(b) hereof would be material under applicable federal securities laws, the District shall within ten (10) business days of occurrence file a notice of such occurrence with the MSRB in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

SECTION 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate when the District is no longer an obligated person with respect to the Bonds, as provided in the Rule, upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Superintendent may, from time to time, appoint or engage an alternate or successor Dissemination Agent to assist in carrying out the District's obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

The Dissemination Agent shall be entitled to the protections, limitations from liability, immunities and indemnities provided to the Paying Agent as set forth in the Resolution which are incorporated by reference herein. The Dissemination Agent agrees to perform only those duties of the Dissemination Agent specifically set forth in the Disclosure Agreement, and no implied duties, covenants or obligations shall be read into this Disclosure Agreement against the Dissemination Agent.

The Dissemination Agent shall have no duty or obligation to review the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the District in a timely manner in a form suitable for filing. In accepting the appointment under this Disclosure Agreement, the Dissemination Agent is not acting in a fiduciary capacity to the registered holders or beneficial owners of the Bonds, the District, or any other party or person.



The Dissemination Agent may consult with counsel of its choice and shall be protected in any action taken or not taken by it in accordance with the advice or opinion of such counsel. No provision of this Disclosure Agreement shall require the Dissemination Agent to risk or advance or expend its own funds or incur any financial liability. The Dissemination Agent shall have the right to resign from its duties as Dissemination Agent under this Disclosure Agreement upon thirty days' written notice to the District. The Dissemination Agent shall be entitled to compensation for its services as Dissemination Agent and reimbursement for its out-of-pocket expenses, attorney's fees, costs and advances made or incurred in the performance of its duties under this Disclosure Agreement in accordance with its written fee schedule provided to the District, as such fee schedule may be amended from time to time in writing. The District agrees to indemnify and hold the Dissemination Agent harmless from and against any cost, claim, expense, cost or liability related to or arising from the acceptance of and performance of the duties of the Dissemination Agent hereunder, provided the Dissemination Agent shall not be indemnified to the extent of its willful misconduct or negligence. The obligations of the District under this Section shall survive the termination or discharge of this Disclosure Agreement and the Bonds.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the District may amend this Disclosure Agreement under the following conditions, provided no amendment to this Disclosure Agreement shall be made that affects the rights, duties or obligations of the Dissemination Agent without its written consent:

(a) The amendment may be made only in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person, or type of business conducted;

(b) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Holders, as determined either by parties unaffiliated with the District or another obligated person (such as the Bond Counsel) or by the written approval of the Bondholders; provided, that the Annual Report containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

SECTION 10. Additional Information. If the District chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or to include it in any future disclosure or notice of occurrence of a Listed Event.

Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement.

SECTION 11. Default. The District shall give notice to the MSRB of any failure to provide the Annual Report when the same is due hereunder, which notice shall be given prior to July 1 of that year. In the event of a failure of the District to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of

default under the Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the District to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State, applicable to contracts made and performed in such State.

Dated: \_\_\_\_\_, 2023

MONROVIA UNIFIED SCHOOL DISTRICT

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

Acceptance of duties as Dissemination Agent:

By: \_\_\_\_\_  
Piper Sandler & Co.

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Monrovia Unified School District

Name of Issue: \$\_\_\_\_\_ General Obligation Bonds, 2022 Election, 2023 Series A

Date of Issuance: \_\_\_\_\_, 2023

NOTICE IS HEREBY GIVEN that the above-named Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 4(a) of the Continuing Disclosure Agreement dated \_\_\_\_\_, 2023. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

[ISSUER/DISSEMINATION AGENT]

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

## **APPENDIX E**

### **LOS ANGELES COUNTY INVESTMENT POLICY STATEMENT**

## APPENDIX F

### BOOK-ENTRY ONLY SYSTEM

*The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Direct or Indirect Participants are on file with DTC.*

#### General

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its respective Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). *The foregoing internet addresses are included for reference only, and the information on these internet sites is not incorporated by reference herein.*

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect

Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District (or the Paying Agent on behalf thereof) as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). Discontinuance of use of the system of book-entry transfers through DTC may require the approval of DTC Participants under DTC's operational arrangements. In that event, printed certificates for the Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

### **Discontinuation of Book-Entry Only System; Payment to Beneficial Owners**

In the event that the book-entry system described above is no longer used with respect to the Bonds, the following provisions will govern the payment, transfer and exchange of the Bonds.

The principal of the Bonds and any premium and interest upon the redemption thereof prior to the maturity will be payable in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Paying Agent, initially located in San Francisco, California, Texas. Interest on the Bonds will be paid by the Paying Agent by check or draft mailed to the person whose name appears on the registration books of the Paying Agent as the registered owner, and to that person's address appearing on the registration books as of the close of business on the Record Date. At the written request of any registered owner of at least \$1,000,000 in aggregate principal, payments shall be wired to a bank and account number on file with the Paying Agent as of the Record Date.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in San Francisco, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the Record Date through the next Interest Payment Date.