



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



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



**MONROVIA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

325 E. Huntington Drive Monrovia, California 91016

**BOARD OF EDUCATION CLOSED SESSION**

**Wednesday, May 24, 2023**

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, May 24, 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. Public Employee Performance Evaluation - Superintendent (Government Code Section 54957)

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

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

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

2. Pledge of Allegiance by Monrovia High School Valedictorians

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 agendaized matters, may be moved up on the Agenda.
2. Approve the Minutes of the Regular Board of Education Meeting on May 10, 2023  
Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_  
Board Member Lockerbie\_, Board Member Travanti\_, Board Member Hammond\_,  
Board Member Anderson\_, Board President Gholar\_.

[BM Minutes 05.10.2023.pdf](#)

## **F. RECOGNITIONS AND COMMUNICATIONS**

1. The Board of Education wishes to honor those Monrovia Unified School District employees who have retired or will be retiring this school year between July 1, 2022, and Jun 30, 2023:

- Emily Bradley, Food Service Worker - 32 years
- Mauro Dela Torre, Head Custodian III - 28 years
- Noelia Delgado, Bus Driver - 14 years
- Laura Fata, Instructional Aide-Special Education - 24 years
- Alyson Fishkind, Instructional Aide-Special Education - 23 years
- Nancy French, Personnel Analyst - 33 years
- Steve Garrison, Teacher - 38 Years
- David Hart, Teacher - 34 Years
- Nancy Kemp, Instructional Assistant - 35 years
- Claude Mallory, Head Custodian I - 39 years
- Tina McKendrick, Library Media Specialist III - 35 years
- Eric Miller, Teacher - 38 Years
- Sandra Roanhorse-Sharafat, After School Site Manager - 23 years
- Mary Saxon, Instructional Aide-Special Education - 23 years
- Charlie Segovia, Skilled Maintenance Painter - 35 years
- Judith Townsend, After School Site Manager - 17 years
- Mark Tremper, Teacher - 7 Years
- Doris Wang, Senior Account Clerk - 20 years
- Sheila Weaver, M.O.T. Assistant - 32 years

2. Board Member Reports
3. Report from the Superintendent
4. Student Board Member Report
5. Recognition of Student Board Member Sarah Tripp of Mountain Park School

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

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

1. **Public Comments for items not on the Agenda** -In compliance with the Brown Act, items not on the agenda legally cannot be discussed by the Board tonight. We welcome

your input, but are limited to asking clarifying questions and gathering contact information. Items requiring Board discussion or action will have to be calendared for a future meeting, so that all interested parties may provide input.

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

### **H. STAFF PRESENTATIONS**

#### **1. 21st CENTURY CLASSROOMS**

The Board of Education will receive an update on the 21st Century Classrooms.

#### **2. STRATEGIC PLAN AND INNOVATIVE SCHOOL DESIGN**

The Board of Education will receive an update on Strategic Plan and Innovative School Design.

### **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. 22/23-1120 - WEST COAST PROTECTION LLC, DBA INTERQUEST DETECTION CANINES**

The Board of Education is requested to approve a renewal contract with West Coast Protection LLC, dba Interquest Detection Canines, to provide random unannounced visits to Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School using non-aggressive, specialty-trained canines for contraband detection and campus safety for the 2023-24 school year.

[West Coast Protection LLC - 20230524.pdf](#)

### **2. 22/23-1121 - LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) CONTRACT FOR POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS (PBIS)**

The Board of Education is requested to approve the purchase of Positive Behavior Interventions and Supports (PBIS) training for site team leaders and administrators through the Los Angeles County Office of Education. General training includes webinars to address the next steps specific to each school site.

[Monrovia PBIS 23 24 C-23259.pdf](#)

### **3. 22/23-1122 - CONTRACT WITH ED CONSULTING CSC**

The Board of Education is requested to approve a contract with Ed Consulting CSC for 28 days of professional development and a 3-hour workshop for elementary administrators during the 2023-2024 school year.

[Contract #2053\\_2023-24 Monrovia USD - CGI \(1\).pdf](#)

### **4. 22/23-1123 - BOARD POLICY 5146, *MARRIED/PREGNANT/PARENTING STUDENTS***

The Board of Education is requested to approve Board Policy 5146, *Married/Pregnant/Parenting Students*, as recommended by the California School Board Association.

## **BUSINESS SERVICES**

### **5. 22/23-2154 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$3,691,261.21 issued April 22, 2023, through May 5, 2023, and payments in the amount of \$6,191,325.37 issued April 26, 2023, through May 9, 2023.

[BA Item 2154\(b-c\) Purchase Order Rpt 5-24-23.pdf](#)

### **6. 22/23-2155 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts, Deposit Report No. 36 through No. 38, deposited May 1, 2023, through May 10, 2023, for a total amount of \$537,946.23.

[BA Item 2155\(b-d\) Deposit Rpts #36-38 5-24-23.pdf](#)

### **7. 22/23-2156 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2156\(b\) Budgetary Transfers 5-24-23.pdf](#)

### **8. 22/23-2159 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND SANTA ANITA FAMILY YMCA**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Santa Anita Family YMCA and Monrovia Unified School District for the use of the Monrovia High School swimming pool for the period of June 12, 2023, through August 30, 2023.

[BA Item 2159\(b\) MOU between MUSD and Santa Anita Family YMCA 5-24-23.pdf](#)

### **9. 22/23-2160 - MERAKI LICENSE RENEWAL FOR EXISTING NETWORK EQUIPMENT**

The Board of Education is requested to approve the three-year renewal of the District's Meraki Network licensing.

[BA Item 2160\(b\) Meraki License Renewal for Existing Network Equipment 5-24-23.pdf](#)

## **HUMAN RESOURCES**

### **10. 22/23-3099 - PERSONNEL ASSIGNMENTS**

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

[BRD REPORT 20230412 Personnel Report 18.pdf](#)

### **11. 22/23-3100 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Board of Education is requested to approve Travel and Conference Report #17.

[05242023TravelConference.pdf](#)

### **12. 22/23-3101 - PUBLIC DISCLOSURE OF PROPOSED TENTATIVE AGREEMENTS WITH MTA/MUSD**

The Board of Education is requested to present for public information the tentative agreements between the Monrovia Unified School District and the Monrovia Teachers Association (MTA).

[Docusigned ARTICLE\\_XII\\_LEAVES\\_u.pdf](#)

[Docusigned Article\\_XIV\\_-\\_Class\\_Size.pdf](#)

[Docusigned ARTICLE XVIII. Salaries and Benefits.pdf](#)

## **BOARD BUSINESS**

### **13. 22/23-5061 - BOARD BYLAW 9125, *LEGAL COUNSEL***

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

[PROPOSED 9125 BB Legal Counsel.pdf](#)



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

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

#### **1. 22/23-1125 - MONROVIA HIGH SCHOOL 2023 GRADUATES**

The Board of Education is requested to approve Monrovia High School students for graduation.

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

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

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

[MHS List of Graduates 2023.docx - Google Docs.pdf](#)

#### **2. 22/23-1126 - CANYON OAKS HIGH SCHOOL 2023 GRADUATES**

The Board of Education is requested to approve Canyon Oaks High School students for graduation.

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

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

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

[COHS\\_2023\\_Graduates.docx - Google Docs.pdf](#)

#### **3. 22/23-1127 - MOUNTAIN PARK SCHOOL 2023 GRADUATES**

The Board of Education is requested to approve Mountain Park School students for graduation.

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

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

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

[MPS 2023 Graduates.docx - Google Docs.pdf](#)

#### **4. 22/23-1028 - MONROVIA COMMUNITY ADULT SCHOOL 2023 GRADUATES**

The Board of Education is requested to approve Monrovia Community Adult School students for graduation.

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

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

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

[MCAS 2023 Graduates.docx.pdf](#)

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

#### **5. 22/23-2161 - CONSULTING SERVICES AGREEMENT WITH EIDE BAILLY, LLP**

The Board of Education is requested to ratify a consultant services agreement with Eide Bailly, LLP.

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

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

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

[BA Item 2161\(b\) Consulting Services Agreement with Eide Bailly 5-24-23.pdf](#)

#### **6. 22/23-2162 - ROOF REPAIR AND RESTORATION BID AND CONTRACT AWARD**

The Board of Education is requested to approve the acceptance of bid results and award of contract to Best Contracting Services Inc. for \$3,327,663 to repair and restore existing roofs at Clifton Middle School and Wild Rose Elementary School sites.

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

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

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

[BA Item 2162\(b\) Roof Repair and Restoration Bid and Contract Award 5-24-23.pdf](#)

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

## **7. 22/23-3102 APPROVAL OF JOB DESCRIPTION, SPECIAL EDUCATION COORDINATOR**

The Board of Education is requested to approve a new job description - Special Education Coordinator.

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

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

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

[Special Education Coordinator 5\\_24\\_2023.pdf](#)

## **8. 22/23-3103 - APPROVAL OF CERTIFICATED JOB DESCRIPTION, COORDINATOR OF ATHLETICS AND STUDENT SUPPORT SERVICES**

The Board of Education is requested to approve the creation of a new certificated position, Coordinator of Athletics and Student Support Services.

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

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

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

[Coordinator of Athletics and SS Services.pdf](#)

## **9. 22/23-3104 - MUSD CALENDAR FOR 2024-2025 SCHOOL YEAR**

The Board of Education is requested to approve the calendar for the 2024-2025 school year.

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

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

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

[2024-2025 MUSD District Calendar for Board Approval 5\\_24\\_2023.pdf](#)

## **K. INFORMATION ITEMS**

### **1. BOARD POLICY 4040, EMPLOYEE USE OF TECHNOLOGY, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to receive for first reading Board Policy 4040, *Employee Use of Technology*, and its accompanying administrative regulation as recommended by the California School Boards Association.

[BP 4040 Employee Use of Technology rev. 20230524.pdf](#)

[AR 4040 Employee Use of Technology rev. 20230524.pdf](#)

### **2. BOARD BYLAW 9322, AGENDA/MEETING MATERIALS**

The Board of Education is requested to receive for first reading Board Bylaw 9322, *Agenda/Meeting Materials*, as recommended by the California School Boards Association.

[9322\\_BB\\_AGENDA-MEETING\\_MATERIALS \(12-12\) UPDATE.pdf](#)

## **L. FUTURE MEETING DATES**

- June 14, 2023; 6:30 p.m. - Regular Board of Education Meeting
- June 28, 2023; 6:30 p.m. - Regular Board of Education Meeting
- August 9, 2023; 6:30 p.m. - Regular Board of Education Meeting

## **M. NEW BUSINESS**

### **Graduation and Promotion Ceremonies**

- Bradoaks Elementary Science Academy - Wednesday, June 7, 2023; 8:10 am
- Mayflower Elementary School - Wednesday, June 7, 2023; 8:30 am
- Monroe Elementary School - Wednesday, June 7, 2023; 9:00 am
- Plymouth Elementary School - Wednesday, June 7, 2023; 8:30 am
- Wild Rose School of Creative Arts - Wednesday, June 7, 2023; 9:00 am

- Clifton Middle School - Tuesday, June 6, 2023; 9:00 am
- Santa Fe Computer Science Magnet School - Tuesday, June 6, 2023; 8:30 am
- Canyon Oaks High School/Mountain Park School - Tuesday, June 6, 2023; 6:00 pm
- Monrovia High School - Wednesday, June 7, 2023; 5:00 pm
- Monrovia Community Adult School - Thursday, May 25, 2023; 6:00 pm

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



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

**BOARD OF EDUCATION CLOSED SESSION**

**Wednesday, May 10, 2023**

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

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, May 10, 2023**

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

**UNADOPTED MINUTES**

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

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

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

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

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

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

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

1. Meeting called to order by presiding chairperson, Board President Gholar at 6:35 pm.
2. Pledge of Allegiance by first graduating Dual Immersion Spanish Cohort.

### 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

### 4. Report out of Closed Session **There is nothing to report.**

## E. ORDER OF BUSINESS

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

- **The 2023 Young Legislator recognition was pulled.**
- **Action Item #5 22/23-5060 – Renaming of the Monrovia High School Performing Arts Center was pulled from the Agenda.**

2. Approve the Minutes of the Regular Board of Education Meeting on April 26, 2023  
Motion by Board Member Travanti, seconded by Board Member Anderson, Vote 4-1  
abstention

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

[BM Minutes 04.26.2023.pdf](#)

## F. RECOGNITIONS AND COMMUNICATIONS

~~1. 2023 Young Legislator Sophia Adkins~~ ***This recognition was pulled from the agenda.***

2. Monrovia Elementary Olympics Team Winners

**Board President Gholar recognized Dana Elliott as the founder of the MEO games.**

3. Board Member Reports

Board Member Lockerbie reported on lunch at MHS, she thanked Alicia Escobar for all her work at MHS. Board Member Lockerbie also reported on the MHS garden and lost student days due to fires and climate change.

Board Member Travanti reported on Arbor Day at MHS and the Femineers Summit that took place at Santa Fe Computer Science Magnet School. She thanked Dr. Smith and Dr. Francois for bringing Femineers to the district.

Board Member Anderson reported on the 1<sup>st</sup> Annual Community Resource Fair and the middle schools' musical presentation of Grease.

Board President Gholar reported on Arbor Day at Wild Rose and the Wild Rose presentation of Aristocats.

4. Report from the Superintendent

Dr. Smith reported on Clifton's Spring Concert, thanked the Principals in honor of National School Principals Day, and recognized National Teacher Appreciation Week and School Nurses Day.

5. Student Board Member Report

Student Board Member Emma Nahapetian reported on MHS graduation, the MEOs at MHS, MHS Prom, sign on the line, AP testing, SBAC testing, the upcoming Be Kind to your Mind week, and she thanked all staff at MHS for teacher appreciation week.

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

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

Please complete the "Addressing the Board of Education" form and give it to the Secretary

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

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

- **Tremale Ratcliffe shared about the organization Just Us 4 Youth. They serve at promise youth in the community and would like to partner with the district.**
- **Karen K. Suarez voiced her opposition to the renaming of the Performing Arts Center.**
- **Debra E. Penzer voiced her opposition to the renaming of the Performing Arts Center and spoke on the Monrovia Schools Foundation naming a scholarship honoring Anne Battle.**
- **Board Member Lockerbie shared for the record that a letter was written and submitted to her from Betty Sanford's daughter.**

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

## **H. STAFF PRESENTATIONS**

### **1. DUAL IMMERSION UPDATE**

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

Board Member Lockerbie requested a breakdown of academic demographics for Spanish cohort grades 3-12 and Mandarin cohort grades 3-7.

## **I. CONSENT AGENDA**

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

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

Approval of Consent Agenda:

Motion by Board Member Travanti, seconded by Board Member Anderson, Vote 4-1 abstention Board Member Lockerbie A, Board Member Travanti Y, Board Member Hammond Y, Board Member Anderson Y, Board President Gholar Y.

## **EDUCATIONAL SERVICES**

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

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

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

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

[Pacific Clinics MOU - 20230510.pdf](#)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **BUSINESS SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **HUMAN RESOURCES**

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

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

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

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

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

[05102023TravelConference.pdf](#)

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

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

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

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

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

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

[Cal State Dominguez Hills Nursing Affiliation Agreement Monrovia Unified School District.pdf](#)

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

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

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

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

Motion by 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.

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

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

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

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

Motion by 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.

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

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

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

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

Motion by Board Member Anderson, 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.

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

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

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

Board Member Travanti asked to give a special thank you to all of the PTAs and PTSAs for celebrating our teachers.

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.

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

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

**This item was pulled from the agenda.**

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

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

**K. INFORMATION ITEMS**

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

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

[5146 BP Married Pregnant Parenting Students \(11-53\).pdf](#)

**Move to Consent for the May 24, 2023 Board meeting.**

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

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

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

**Move to Consent for the May 24, 2023 Board meeting.**

**L. FUTURE MEETING DATES**

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

**M. NEW BUSINESS**

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

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

**Graduation and Promotion Ceremonies**

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

**N. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 8:31 pm.**

**The meeting was closed in memory of Kristy Kim, Kathleen Giangregorio, and Gabriel Romero.**

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Ryan D. Smith, Superintendent and Board Secretary

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Rob Hammond, Board Clerk

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1120 - WEST COAST PROTECTION LLC, DBA INTERQUEST DETECTION CANINES

#### RECOMMENDATION

The Board of Education is requested to approve a renewal contract with West Coast Protection LLC, dba Interquest Detection Canines, to provide random unannounced visits to Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School using non-aggressive, specialty-trained canines for contraband detection and campus safety for the 2023-24 school year.

#### Rationale:

In alignment with Monrovia Unified School District's guiding goal of safe, orderly, positive learning environments, the campus safety action plans for Clifton Middle School, Santa Fe Computer Science Magnet School, and Monrovia High School contain the goal of being proactive to deter all students from the use, possession, and sale of drugs and alcohol, as well as the possession of weapons. West Coast Protection LLC, dba Interquest Detection Canines, provides a service that enables our students to avoid poor choices and removes unwanted contraband from schools.

#### Background:

Interquest Detection Canines has been utilized at the secondary campuses for numerous years and has proven to have changed the culture of the schools. According to suspension and expulsion statistics, the number of students found to be in possession of contraband items has significantly decreased.

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

The agreement contracts for 30 half-day visits, divided among the three schools and conducted between August 2023 and June 2024. The district will be billed for each visit, at \$200 per visit, for a total of \$6,000. This will be funded by the General Fund.

#### 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 West Coast Protection LLC, dba Interquest Detection Canines agreement is attached.

## ATTACHMENTS

- [West Coast Protection LLC - 20230524.pdf](#)





West Coast Protection LLC  
(DBA: Interquest Detection Canines)

Monrovia Unified School District  
(the District)

This shall serve as an agreement by and between Interquest Detection Canines and the District for substance awareness and detection services is for the period of August 2023 through June 2024

It is understood that the District has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the District's desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on unannounced basis under the auspices and direction of the District administration with INTERQUEST acting as contractors of the District while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by District officials, shall be subject to inspection. Contraband detected on District property is the responsibility of the District.

**INTERQUEST policy precludes the use of detection canines to "sniff" individuals under any circumstances.**

INTERQUEST agrees to provide 30 half day visits for the duration of the contract. The District may increase the total number of visits by notifying INTERQUEST in writing. Each visit will be \$200.00. Multiple canine teams will be charged on a per team basis. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The District agrees to pay for services within thirty (30) days of receipt of such invoice.

Upon entering into this Agreement, DISTRICT shall provide INTERQUEST with a school calendar denoting inappropriate canine visit dates during the school year. The calendar will serve as an addendum to this Agreement. INTERQUEST will schedule visits based on available dates as reflected on the calendar. Service will not be scheduled until the calendar is received.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the United States of America Detection Dog Association. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

INDEPENDENT CONTRATOR STATUS

While performing its obligations under this agreement, INTERQUEST is an independent contractor and not an officer, employee or agent of the DISTRICT. INTERQUEST shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the DISTRICT.

INDEMNIFICATION

INTERQUEST agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from and against any and all liability, loss, damage, or expenses for claims for damages including but not limited to, bodily injury, death, personal injury or property damage, to the extent that such liability, loss damage or expense is directly and proximately caused by the negligence or wrongful acts of the INTERQUEST operations, or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by or on behalf of INTERQUEST by any person pursuant to this agreement. INTERQUEST further agrees to pay on behalf of the DISTRICT any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting there from.



### INSURANCE

Without limiting INTERQUEST's indemnification of the DISTRICT, INTERQUEST shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the DISTRICT and evidence of such programs satisfactory to the DISTRICT shall be delivered to the DISTRICT on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modifications or termination of any program of insurance.

- GENERAL LIABILITY – A program including, but not limited to, comprehensive general endorsed for contractual liability coverages, with a combined single limit of not less than \$4,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents and employees as an Additional Insured.


- AUTOMOBILE LIABILITY – A program including, but not limited to, comprehensive automobile liability with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT and shall name the DISTRICT, its officers, agents, and employees as Additional Insured.

- WORKERS' COMPENSATION – A program of workers' compensation insurance shall be in force and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of INTERQUEST and all risks to such persons under this agreement.

Satisfactory evidence of the above required insurance programs shall be in the form of a Certificate of Insurance along with the appropriate policy endorsements affording Additional Insured Coverage.

INTERQUEST DETECTION CANINES

FOR THE SCHOOL:



Scott Edmonds  
President

DATE: 4/28/2023

By \_\_\_\_\_

DATE: \_\_\_\_\_

Please return one (1) copy of this Agreement. Retain the other copy for school files.

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### **2. 22/23-1121 - LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) CONTRACT FOR POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS (PBIS)**

## RECOMMENDATION

The Board of Education is requested to approve the purchase of Positive Behavior Interventions and Supports (PBIS) training for site team leaders and administrators through the Los Angeles County Office of Education. General training includes webinars to address the next steps specific to each school site.

## Rationale:

The Positive Behavior Interventions and Supports (PBIS) training offered by the Los Angeles County Office of Education (LACOE) provides district schools a comprehensive three-tier training comprised of professional development, coaching, and networking. Combined, this three-tier training will support and build upon the previous training provided by Educational Services, galvanizing the PBIS program toward full implementation at their school site.

## Background:

During the 2014-15 school year, PBIS training was initiated for all school PBIS leadership teams. This contract continues to support the full implementation of PBIS as listed in the Local Control Accountability Plan, Goal 3 - Student Engagement.

## Budget Implication (\$ Amount):

The cost for this contract for the 2023-204 fiscal year is \$36,000.00 .

## Legal References:

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

## Account:

## Additional Information:

A copy of the LACOE contract is attached.

## ATTACHMENTS

- [Monrovia PBIS 23 24 C-23259.pdf](#)

**LOS ANGELES COUNTY OFFICE OF EDUCATION  
POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)  
CONSULTING AND TRAINING SERVICES  
2023-2024 SCHOOL YEAR**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE”, and **MONROVIA USD**, hereinafter referred to as “LEA”, mutually agree as follows:

1. **BASIS OF CONTRACT**

LACOE’s Division of Student Support Services provides a variety of services for school districts within the County of Los Angeles. LEA has requested that LACOE provide virtual Positive Behavior Interventions and Supports (PBIS) consulting and training to District leadership teams, site administrators and coaches as specified in Exhibit A - PBIS Training Scope and Sequence, attached hereto, incorporated herein, and made a part hereof and Service Option selected by the LEA. Service Options to be provided are contained in Exhibit B, attached hereto, incorporated herein, and made a part hereof. LEA will provide LACOE with a list of all participating schools and notify LACOE if any changes occur. LEA will register workshops via LACOE’s Organization Management System (OMS). All work shall be coordinated with LACOE’s Project Director, Ed Resnick.

2. **TERM AND TERMINATION OF CONTRACT**

This Contract is effective upon full execution and shall be in effect from July 1, 2023, through June 30, 2024. The Contract may be terminated at LACOE’s convenience upon written notification.

3. **REVISING SERVICE OPTION**

Both parties understand that during the fiscal year, revisions may be made to the Exhibits. In these instances, LACOE shall issue to LEA a revised Exhibit to reflect those changes which shall be signed, dated and returned by LEA.

4. **COST AND PAYMENT**

This Contract contains detailed costs on Exhibit B. LEA shall make payment to LACOE within thirty (30) days of receipt of invoice.

5. **ASSIGNMENT**

LEA shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

6. **INDEMNIFICATION**

LEA agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys’ fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the LEA from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys’ fees and costs actually incurred, whether or not litigation has commenced),

judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the LEA. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

7. INSURANCE

LEA and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

9. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

10. SEVERABILITY/WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

11. COVENANT AGAINST CONTINGENT FEES

LEA warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by LEA for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, LEA, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 and AB 130.

13. TUBERCULOSIS TESTING

LEA's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. FAILURE TO COMPLY

In the event LEA fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

17. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

18. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:  
Contracts Section  
Los Angeles County Office of Education  
9300 Imperial Highway, ECW-157  
Downey, CA 90242-2890

LEA:  
Mailing Address is LEA's District Office  
Attn: Assistant Superintendent/CFO

20. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.



21. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits or attachments of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

22. COMPLIANCE WITH LAW

LEA shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LEA warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agree to comply with all federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

27. RECORD RETENTION AND INSPECTION

LEA agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by LEA and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

28. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a

healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

29. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug- Free Workplace Policy 4020.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- b. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- d. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

31. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Agreement are authorized to execute this Agreement.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

**MONROVIA USD**

By: \_\_\_\_\_  
Terri Lyttaker  
Controller

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

\_\_\_\_\_  
Typed or Printed Name

Title: Ryan Smith, Ed.D.  
\_\_\_\_\_

Date: \_\_\_\_\_  
sr 3-23  
Report 4/10/23

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

***After signature is secured and contract is executed, please return the following:***

- a. Signature Page 6 (this page).**
- b. Completed and signed Exhibit B.**
- c. Completed Exhibit C – Contact Information**

***Please send via email to: [neal\\_melissa@laoe.edu](mailto:neal_melissa@laoe.edu)***

**EXHIBIT A – PBIS TRAINING SCOPE AND SEQUENCE**  
**LACOE PBIS Scope and Sequence**  
**Tier 1** March 2023

<b>Tier 1 - Year 1</b> <b>Scope and Sequence</b> <b>Implementation Stages: Exploration / Installation</b>				
<b>Implementation Steps</b>	<b>TFI</b>	<b>Content</b>	<b>Product / Deliverable</b>	<b>Coaching</b>
Step 1	1.1 1.2	<b>Overview &amp; Features of PBIS</b>	<ul style="list-style-type: none"> <li>• Team Roster / Roles</li> <li>• Meeting Agenda / Schedule</li> <li>• PBIS Site Handbook</li> </ul>	•
Step 2	1.2, 1.3	<b>Operating Procedures</b> <b>School-wide Expectations</b>	<ul style="list-style-type: none"> <li>• Statement of Purpose</li> <li>• SW Behavioral expectations</li> </ul>	•
Step 3	1.3 1.4	<b>School-wide Expectations</b> <b>Teaching Expectations</b>	<ul style="list-style-type: none"> <li>• School Wide Matrix</li> <li>• Behavioral Lesson Plans Template</li> <li>• Classroom Matrix</li> </ul>	•
Step 4	1.5 1.6	<b>Defining Behaviors</b> <b>Discipline Policies</b>	<ul style="list-style-type: none"> <li>• Office Data Referrals Report</li> <li>• Discipline Flowchart</li> </ul>	•
Step 5	1.7, 1.8 1.9	<b>Discipline Policies</b> <b>Respond to Unwanted Behavior</b>	<ul style="list-style-type: none"> <li>• Discipline Flowchart</li> <li>• Professional Development</li> </ul>	•
Step 6	1.9, 1.10	<b>Acknowledgement Systems</b> <b>Feedback and Acknowledgement</b>	<ul style="list-style-type: none"> <li>• Acknowledgement / Reinforcement system</li> <li>• Reinforcement Plans</li> </ul>	•
Step 7	1.10 1.11, 1.12	<b>Data Collection - TFI / SAS</b> <b>Faculty / Family Involvement</b> <b>Data-Based Decision-Making</b>	<ul style="list-style-type: none"> <li>• SIS System Data Report / ODR</li> <li>• TFI / Formal Walkthrough</li> </ul>	•
Step 8	1.7, 1.13, 1.14, 1.15	<b>Data Analysis</b> <b>Prepare for Launch</b>	<ul style="list-style-type: none"> <li>• TFI Reports</li> <li>• Action Plan</li> <li>• Professional Development Plan</li> </ul>	•

<b>Tier 1 - Year 2</b> <b>Scope and Sequence</b> <b>Implementation Stages: Full Implementation</b>				
<b>Implementation Steps</b>	<b>TFI</b>	<b>Topic</b>	<b>Product / Deliverable</b>	<b>Coaching</b>
Step 1	1.1, 1.2	<b>Team Composition &amp; Operating Procedures</b>	<ul style="list-style-type: none"> <li>• Team Roster / Roles</li> <li>• Meeting Agenda / Schedule</li> <li>• PBIS Site Handbook</li> </ul>	•
Step 2	1.2, 1.4, 1.12 1.13	<b>Data Based Decision Making</b>	<ul style="list-style-type: none"> <li>• Action Plan</li> <li>• SW / Classroom Matrix</li> <li>• Behavior Lesson Plans</li> <li>• Team Initiated Problem Solving (TIPS)</li> </ul>	•
Step 3	1.3, 1.5, 1.6	<b>Discipline Systems</b>	<ul style="list-style-type: none"> <li>• Behavior Definitions</li> <li>• Minor v. Major Incidents Definitions</li> </ul>	•
Step 4	1.4, 1.6, 1.7 1.8, 1.14	<b>Discipline Systems</b>	<ul style="list-style-type: none"> <li>• Behavior flowchart</li> <li>• Behavioral Lesson Plans</li> </ul>	•
Step 5	1.7, 1.9, 1.10 1.15	<b>Acknowledgement Systems</b>	<ul style="list-style-type: none"> <li>• Reinforcement / Acknowledgment System &amp; Schedule</li> <li>• Professional Development Plan</li> </ul>	•
Step 6	1.12, 1.13 1.15	<b>Data Systems</b>	<ul style="list-style-type: none"> <li>• TFI Report</li> <li>• Self Assessment Survey Report / School Climate Survey</li> <li>• Action Plan</li> </ul>	•
Step 7	1.10 1.11	<b>Faculty / Family Input</b>	<ul style="list-style-type: none"> <li>• Site PBIS Handbook</li> <li>• Formal Walkthrough Data</li> </ul>	•
Step 8	1.7, 1.15	<b>Prepare for Launch Tier 2 Readiness</b>	<ul style="list-style-type: none"> <li>• Launch Plan</li> <li>• Tier 2 Readiness</li> </ul>	•

# LACOE PBIS Scope and Sequence

## Tier 2 March 2023

<b>Tier 2 - Year 1</b> <b>Scope and Sequence</b> <b>Implementation Stages: Exploration / Installation</b>				
Implementation Steps	TFI	Content	Product / Deliverable	Coaching
Step 1	2.1 2.2, 2.8	<b>Teaming</b> <b>Review of Tier 1</b>	<ul style="list-style-type: none"> <li>Team Roster &amp; Meeting Schedule</li> <li>TIPS Agenda</li> </ul>	•
Step 2	2.3, 2.5, 2.8	<b>Tier 2 Options &amp; Features</b>	<ul style="list-style-type: none"> <li>Action Plan - Tier 1 Supports</li> <li>SIS Data Reports</li> </ul>	•
Step 3	2.5, 2.7 2.8, 2.10	<b>Tier 2 Features</b> <b>Screening</b>	<ul style="list-style-type: none"> <li>Intervention Inventory</li> <li>Targeted Interventions Reference Guide</li> </ul>	•
Step 4	2.4, 2.5 2.7, 2.9	<b>Tier 2 Interventions</b> Match to Student Needs	<ul style="list-style-type: none"> <li>Daily Progress Report</li> <li>Professional Development Plan</li> </ul>	•
Step 5	2.6, 2.12 2.13	<b>Data</b> Level of Use / Student Needs	<ul style="list-style-type: none"> <li>Self-Assessment Survey Report</li> <li>Professional Development - Functions</li> </ul>	•
Step 6	2.7 2.11	<b>CICO Pilot</b> <b>Data / Progress Monitoring</b>	<ul style="list-style-type: none"> <li>CICO Roles/Responsibilities</li> </ul>	•
Step 7	2.8 2.9	<b>Professional Development</b> Functions of Behavior	<ul style="list-style-type: none"> <li>Schedule and plan CICO Staff Presentation</li> </ul>	•
Step 8	2.9 2.13	<b>Preparing to Launch CICO</b>	<ul style="list-style-type: none"> <li>PBIS Tier 2 Handbook</li> <li>CICO Manual</li> <li>Action Plan</li> </ul>	•



<b>Tier 2 - Year 2</b> <b>Scope and Sequence</b> <b>Implementation Stages: Full Implementation</b>				
<b>Implementation Steps</b>	<b>TFI</b>	<b>Content</b>	<b>Product / Deliverable</b>	<b>Coaching</b>
Step 1	2.1 2.2 2.8	<b>Teaming &amp; Review of Tier 2</b>	<ul style="list-style-type: none"> <li>Review of team processes</li> <li>Team Roster &amp; Meeting Schedule</li> <li>TIPS Agenda</li> <li>Create Tier 2 Drive</li> </ul>	•
Step 2	2.5	<b>Tier 2 Interventions</b>	<ul style="list-style-type: none"> <li>Intervention Inventory</li> <li>Action Plan</li> </ul>	•
Step 3	2.5 2.7	<b>Tier 2 Interventions</b>	<ul style="list-style-type: none"> <li>Intervention Decision Sheet</li> <li>Targeted Interventions Reference Guide</li> </ul>	•
Step 4	2.3, 2.4 2.6	<b>Critical Features of Tier 2</b> Check In Check Out Review	<ul style="list-style-type: none"> <li>CICO Self-Assessment</li> <li>Screener Tool</li> </ul>	•
Step 5	2.6, 2.10, 2.12 2.13	<b>Review TFI Data &amp; CICO Routine</b>	<ul style="list-style-type: none"> <li>Create Daily Progress Report</li> <li>Self-Assessment Survey Report</li> </ul>	•
Step 6	2.7 2.11	<b>CICO Pilot</b> Daily Progress Report	<ul style="list-style-type: none"> <li>CICO Roles/Responsibilities</li> <li>TFI - Action Planning - Progress Monit.</li> </ul>	•
Step 7	2.8 2.9	<b>Professional Development</b> Presenting CICO to Staff	<ul style="list-style-type: none"> <li>Calendar and plan CICO Staff Presentation</li> </ul>	•
Step 8	2.9 2.13	<b>Preparing to Launch CICO</b> PBIS Tier 2 Handbook Action Planning	<ul style="list-style-type: none"> <li>PBIS Tier 2 Handbook</li> <li>CICO Manual</li> <li>Schedule Staff Training</li> </ul>	•

# LACOE PBIS Scope and Sequence

## Tier 3 March 2023

<b>Tier 3 - Year 1</b> <b>Scope and Sequence</b> <b>Implementation Stages: Full Implementation</b>				
Implementation Steps	TFI	Content	Product / Deliverable	Coaching
Step 1	3.1 3.2	Tier 3 Readiness, Team Composition	<ul style="list-style-type: none"> <li>Team Rosters</li> </ul>	•
Step 2	3.1, 3.2, 3.4 3.6	Team Operating Procedures Staffing, Professional Dev.	<ul style="list-style-type: none"> <li>Meeting Dates/Times/Location</li> <li>PD Plan</li> </ul>	•
Step 3	3.3, 3.8, 3.9	Screening	<ul style="list-style-type: none"> <li>Screening Tools</li> </ul>	•
Step 4	3.10	Hypothesis Statement	<ul style="list-style-type: none"> <li>Sample Hypothesis Statements - No PII</li> </ul>	•
Step 5	3.11, 3.12	Comprehensive, Formal, Natural Supports	<ul style="list-style-type: none"> <li>List of Supports</li> </ul>	•
Step 6	3.13	Access to Tiers 1 & 2	<ul style="list-style-type: none"> <li>Tiers 1, 2, 3 Crosswalk</li> </ul>	•
Step 7	3.14, 3.15	Data Systems, Decision Making	<ul style="list-style-type: none"> <li>TIPS Agenda</li> </ul>	•
Step 8	3.16 3.17	Level of Use, Annual Evaluation	<ul style="list-style-type: none"> <li>TFI Reports</li> </ul>	•

**LOS ANGELES COUNTY OFFICE OF EDUCATION  
POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS)  
CONSULTING AND TRAINING SERVICES  
2023-2024 SCHOOL YEAR**

## ***Exhibit B - Services Options***

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

**1. LEA/ORGANIZATION (please type or print):**

Monrovia Unified School District

**2. LACOE-ASSIGNED CONTRACT #:** C-23259:23:24

**3. SERVICE OPTION**

Multimedia Services membership is available to LEA Members with pricing based on a per student formula by school site and is the standard academic discounted pricing as reflected on your custom quote.

**Training Tiers and Technical Assistance Year:**

**Cost \$4,500.00 (General) - \$5,000.00 (Custom, minimum 10 sites) per school per year**

<b>Option</b>	<b># of schools</b>	<b>General or Custom</b>
Tier 1, Year 1		
Tier 1, Year 2	1	general
Tier 2, Year 1	4	general
Tier 2, Year 2	3	general
Tier 3		

**4. FISCAL YEAR COVERED UNDER THIS ATTACHMENT: 2023-2024**

\_\_\_\_\_  
Authorized District Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terri Lyttaker, Controller

\_\_\_\_\_  
Date

## EXHIBIT C – CONTACT INFORMATION

### LIST OF PARTICIPATING SCHOOLS & CONTACTS:

Please provide a school site contact for each LEA school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, coordinate workshops, distribute information about special opportunities, etc. If this contract is for more than ten schools, please attach a separate list providing one contact per school site.

School	Contact Name	Phone #	Email	Option (Tier, Year)
Monrovia High School	Morena Tejada Fisher	626-471-2885	mtejadafisher@monroviaschools.net	Tier 1, Year 2
Santa Fe Middle School	Rebecca Perez	626-471-2752	reperez@monroviaschools.net	Tier 2, Year 1
Clifton Middle School	Scott Moses	626-471-2680	smoses@monroviaschools.net	Tier 2, Year 1
Monroe Elementary School	Richard Morrison	626-471-2380	rmorrison@monroviaschools.net	Tier 2, Year 1
Wild Rose School of Creative Arts	Paige Ramos	626-471-2580	sramos@monroviaschools.net	Tier 2, Year 1
Bradoaks Elementary	Jayne Nickles	626-471-2180	jnickles@monroviaschools.net	Tier 2, Year 2
Mayflower Elementary	Michele Costarella	626-471-2280	mcostarella@monroviaschools.net	Tier 2, Year 2
Plymouth Elementary	Jennifer Maljian	626-471-2480	jmaljian@monroviaschools.net	Tier 2, Year 2

### MEMBER LIAISON/DISTRICT CHARTER COACH:

Please provide the name of LEA/school-site person to whom all contract-related correspondence is sent. This person is often the contract's signatory, but may be a designee.

NAME: Dr. Kimberly Cabrera

TITLE: Director, Student Support Services

PHONE: 626-471-2042

EMAIL: kcabrera@monroviaschools.net

STREET ADDRESS: 325 E. Huntington Drive

CITY, STATE, ZIP: Monrovia, CA 91016

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 3. 22/23-1122 - CONTRACT WITH ED CONSULTING CSC

## RECOMMENDATION

The Board of Education is requested to approve a contract with Ed Consulting CSC for 28 days of professional development and a 3-hour workshop for elementary administrators during the 2023-2024 school year.

### Rationale:

In alignment with the district's goal to improve student achievement in mathematics, this contract with Ed Consulting CSC is being presented for approval. Cognitively Guided Instruction (CGI) professional development enhances teachers' abilities to teach math with understanding through a focus on students' mathematical thinking. CGI teachers start with what students know and understand about mathematics and build on their intuitive problem-solving processes. Research shows that CGI increases students' math achievement, conceptual understanding, problem-solving abilities, self-confidence, and enjoyment of math learning. CGI has also been shown to significantly increase teachers' understanding of mathematics and their impact on student learning and achievement. This contract provides three days of CGI Year 2 professional development for all elementary teachers, building upon the 3-day foundation they received in the 2022-23 school year. The contract also includes four days of professional development for a group of math lead teachers, including 2-3 teachers from each elementary site.

### Budget Implication (\$ Amount):

The cost for this agreement is \$126,000 and will be paid using Supplemental and Concentration funds.

### Legal References:

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

### Additional Information:

A copy of the Ed Consulting CSC contract is attached.

## ATTACHMENTS

- [Contract #2053\\_2023-24 Monrovia USD - CGI \(1\).pdf](#)

**To:**

Dr. Greg Gero  
Director, Elementary Educational Services  
Monrovia Unified School District



**From:**

Ed Consulting CSC  
P.O. Box 5871  
Whittier, California 90607  
Info@[EdConsultingCSC.com](mailto:Info@EdConsultingCSC.com)  
EdConsultingCSC.com

**Topic: Professional Learning Contract**

Ed Consulting CSC (CSC) will provide a series of professional learning (PL) sessions focused on Cognitively Guided Instruction (CGI). CSC will focus on supporting teachers across the grades to prepare for meeting the demands of the Common Core Standards via CGI. CSC takes a research-based approach to the substance and the structure of the PL. The focus of the PL will be on supporting teachers' knowledge of the development of students' mathematical thinking, knowledge of the content standards, as well as development of pedagogical approaches to meet the mathematical needs of each student and make use of the Standards for Mathematical Practice.

CSC will provide all content for each professional learning session. Monrovia Unified School District (MUSD) will provide the location, LCD projector and document camera. CSC and MUSD will jointly agree upon the PL dates. Any changes to the proposal or professional learning plan will be jointly agreed upon by CSC and MUSD.

**Professional Learning:**

- CGI Teacher Leaders (4 days)
  - Date: TBD
  - Time: 8:00 am - 3:00 pm
- CGI Year 2 (24 days)
  - Dates: TBD
  - Time: 8:00 am - 3:00 pm
    - Year 2: 2-day Institute per grade level
    - 2 lab days per school

### Professional Development Costs:

CSC to facilitate Professional Learning for up to 30 participants per cohort. A fee of \$299 per person, per day, will be charged for more than 30 participants, up to a maximum of 35 participants.

- 28 days @ \$4,500 per day = \$126,000

**Total: \$126,000**

### Payment for Services:

CSC will provide the District with a bill for services performed and payment will be based on days of service actually performed. Check will be made payable to **Ed Consulting CSC**. Payment is due within 30 days of service.

### Cancellation Policy:

A fee of 10% of the contracted amount will be charged to the school/district if the service is canceled. A fee of 50% of the contracted amount will be charged to the school/district if the service is canceled within 60 days of the event. A fee of 100% of the contracted amount will be charged to the school/district if the service is canceled within 30 days of the event.

#### Approved by Ed Consulting CSC:

_____	x	_____	Date: _____
Print Name		Authorizing Signature	
_____			
Title			

#### Approved by School:

_____	x	_____	Date: _____
Print Name		Authorizing Signature	
_____			
Title			

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### **4. 22/23-1123 - BOARD POLICY 5146, *MARRIED/PREGNANT/PARENTING STUDENTS***

## **RECOMMENDATION**

The Board of Education is requested to approve Board Policy 5146, *Married/Pregnant/Parenting Students*, as recommended by the California School Board 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 Policy 5146, *Married/Pregnant/Parenting Students*.

## **Additional Information:**

A copy of the reviewed Board Policy 5146, *Married/Pregnant/Parenting Students*, is attached.

## **ATTACHMENTS**

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



**MARRIED/PREGNANT/PARENTING STUDENTS**

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board, therefore, desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

**Education and Support Services for Pregnant and Parenting Students**

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent

or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities
2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28
4. Health care services, including prenatal care
5. Tobacco, alcohol, and/or drug prevention and intervention services
6. Academic and personal counseling
7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation.

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

#### Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

#### Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity

and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and re-enrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

#### Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast

milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breastmilk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

#### Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

#### Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

Revised:

Adopted: September 10, 2008

(Replaces: BP 5122.5 Teenage Mothers)

(Adopted: July 1977)

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 5. 22/23-2154 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$3,691,261.21 issued April 22, 2023, through May 5, 2023, and payments in the amount of \$6,191,325.37 issued April 26, 2023, through May 9, 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 2154\(b-c\) Purchase Order Rpt 5-24-23.pdf](#)

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

**Run Date: 05/09/2023**

**Run Time: 7:22:47 AM**

**Monrovia Unified School District**

**Purchase Order Board List**

**From 04/22/23 - To 05/05/23**

## **Cover Page**

### **Prompts and Parameters**

**From Approval Date:** 4/22/23

**To Approval Date:** 5/5/23

**From Record Date:** Not Entered

**To Record Date:** Not Entered

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

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

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

### **Report Description**

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



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/26/23	PO1-64790-6000000-2300000000639-1-New		Roofing Materials Purchase for Clifton & Wildrose Projects	0000223663-WEATHERPROOFING TECHNOLOGIES INC	District Wide	40.0-95500.0-00000-85000-6290-2050000	\$502,681.36	\$502,681.36
04/26/23			Roofing Materials Purchase for Clifton & Wildrose Projects	0000223663-WEATHERPROOFING TECHNOLOGIES INC	District Wide	40.0-95500.0-00000-85000-6290-3060000	\$502,681.35	\$502,681.35
PO1-64790-6000000-2300000000639-1-New						Sum:	\$1,005,362.71	\$1,005,362.71
04/26/23	PO1-64790-6000028-2300000000641-1-New		Band Shoppe Order for Lafayette Gooler	0000358736-Band Shoppe	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$14,581.67	\$14,581.67
PO1-64790-6000028-2300000000641-1-New						Sum:	\$14,581.67	\$14,581.67
04/26/23	PO1-64790-6000028-2300000000642-1-New	0	J. Brown Violin Maker Order for Lafayette Gooler	0000357937-J. Brown Violin Maker	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$4,410.00	\$4,410.00
PO1-64790-6000028-2300000000642-1-New						Sum:	\$4,410.00	\$4,410.00
04/26/23	PO1-64790-6010014-2300000000640-1-New		T&C for EL Roadmap Implementation for Systemic Excellence	0000223254-LACOE	Instructional Services	01.4-07105.0-00000-21500-5220-6001800	\$150.00	\$0.00
PO1-64790-6010014-2300000000640-1-New						Sum:	\$150.00	\$0.00
04/26/23	PO2W-64790-6000028-2300000000363-1-New		Baquet Hall Rental for Performing Arts	0000355880-Douletree by Hilton Monrovia-Pasadena Area	District Wide - Music Programs	63.0-90123.0-00000-60003-5610-6000028	\$11,528.15	\$0.00
PO2W-64790-6000028-2300000000363-1-New						Sum:	\$11,528.15	\$0.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
04/26/23	PO2W-64790-6010014-230000000314-2-Modification	1	Online Courses for Pearl Prep (Title II)	0000223536-PESI, INC.	Instructional Services	01.0-40350.0-11100-10000-5841-6000092	\$398.00	\$398.00
PO2W-64790-6010014-230000000314-2-Modification						Sum:	\$398.00	\$398.00
04/26/23	PO2W-64790-6010014-230000000362-1-New		Shaker T-Shirts for Monrovia Elementary Olympics-MEO's	0000223361-SHAKER SHIRTS	Instructional Services	01.4-07301.0-11100-10000-4310-6003300	\$903.18	\$0.00
PO2W-64790-6010014-230000000362-1-New						Sum:	\$903.18	\$0.00
04/26/23	PO3W-64790-6010050-230000000322-1-New		Laptop Computers for Warehouse and Procurement	0000328726-Intelli-Tech	Warehouse & Purchasing	01.0-00000.0-00000-75300-4440-6010050	\$7,309.73	\$7,309.73
PO3W-64790-6010050-230000000322-1-New						Sum:	\$7,309.73	\$7,309.73
04/27/23	PO2W-64790-6010014-230000000364-1-New		Year three payment of a five year agreement for Naviance	0000358900-PowerSchool Group LLC	Instructional Services	01.4-07303.0-11100-10000-5850-6004300	\$23,492.00	\$0.00
PO2W-64790-6010014-230000000364-1-New						Sum:	\$23,492.00	\$0.00
04/27/23	PO3W-64790-6010014-230000000323-1-New		Lakeshore Quote 72453 Bradoaks order	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2010000	\$7,478.26	\$7,478.26
04/27/23			Lakeshore Quote 72453 Bradoaks order	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4410-2010000	\$2,721.46	\$2,721.46
PO3W-64790-6010014-230000000323-1-New						Sum:	\$10,199.72	\$10,199.72
04/27/23	PO3W-64790-6010014-230000000324-1-New		Lakeshore Quote 72441 for Wild Rose	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2050000	\$11,198.80	\$11,198.80

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04/27/23			Lakeshore Quote 72441 for Wild Rose	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4410-2050000	\$3,476.95	\$3,476.95
PO3W-64790-6010014-2300000000324-1-New						Sum:	\$14,675.75	\$14,675.75
04/27/23	PO3W-64790-6010014-2300000000325-1-New		Lakeshore Quote 72407 for Monroe	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2030000	\$8,481.21	\$8,481.21
04/27/23			Lakeshore Quote 72407 for Monroe	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4410-2030000	\$2,752.55	\$2,752.55
PO3W-64790-6010014-2300000000325-1-New						Sum:	\$11,233.76	\$11,233.76
04/27/23	PO3W-64790-6010014-2300000000326-1-New		Lakeshore Quote 72388 for Plymouth Elementary	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2040000	\$7,966.80	\$7,966.80
04/27/23			Lakeshore Quote 72388 for Plymouth Elementary	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4410-2040000	\$4,306.03	\$4,306.03
PO3W-64790-6010014-2300000000326-1-New						Sum:	\$12,272.83	\$12,272.83
04/27/23	PO3W-64790-6010014-2300000000327-1-New		Lakeshore Quote 72398 for Plymouth Elementary	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2040000	\$2,952.30	\$2,952.30
PO3W-64790-6010014-2300000000327-1-New						Sum:	\$2,952.30	\$2,952.30
04/27/23	PO3W-64790-6010014-2300000000328-1-New		Lakeshore Quote 72431 for Mayflower Elementary	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4310-2020000	\$3,025.00	\$3,025.00

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04/27/23			Lakeshore Quote 72431 for Mayflower Elementary	0000223944-DBA LAKESHORE LEARNING MATERIALS	Instructional Services	01.0-60530.0-11100-10000-4410-2020000	\$1,428.09	\$1,428.09
PO3W-64790-6010014-2300000000328-1-New						Sum:	\$4,453.09	\$4,453.09
04/27/23	PO3W-64790-6020022-2300000000329-1-New		Laptop for Chief Technology Officer	0000328726-Intelli-Tech	Technology	01.0-00000.0-00000-77000-4440-6020022	\$1,827.43	\$1,827.43
PO3W-64790-6020022-2300000000329-1-New						Sum:	\$1,827.43	\$1,827.43
04/28/23	PO1-64790-6000022-2300000000643-1-New		Consulting Fee for Service Elimination/ Cost Reduction Saving	0000358927-The SpyGlass Group, LLC.	Technology - E-Rate	01.0-00000.0-00000-72000-5890-6000022	\$85,814.26	\$0.00
PO1-64790-6000022-2300000000643-1-New						Sum:	\$85,814.26	\$0.00
04/28/23	PO1-64790-6010016-2300000000646-1-New		Monrovia Reads Fundraiser May 11, 2023	0000223339-MONROVIA READS	Board of Education	01.0-00000.0-00000-71500-5220-6010012	\$825.00	\$0.00
04/28/23			Monrovia Reads Fundraiser May 11, 2023	0000223339-MONROVIA READS	Board of Education	01.0-00000.0-00000-71700-5220-6010016	\$300.00	\$0.00
PO1-64790-6010016-2300000000646-1-New						Sum:	\$1,125.00	\$0.00
04/28/23	PO2W-64790-6040047-2300000000365-1-New		Roofing for Adult Ceramics	0000358334-F C and Sons Roofing Inc	Maintenance	14.0-00000.0-00000-81100-5630-6040047	\$140,639.00	\$140,639.00
PO2W-64790-6040047-2300000000365-1-New						Sum:	\$140,639.00	\$140,639.00
05/01/23	PO1-64790-2010000-2300000000358-2-Cancellation	1	Office Depot S&C class supplies	0000236666-ODP Business Solutions, LLC	Bradoaks	01.4-07102.0-11100-10000-4310-2011400	\$1,500.00	\$0.00
PO1-64790-2010000-2300000000358-2-Cancellation						Sum:	\$1,500.00	\$0.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/01/23	PO1-64790-6000028-230000000647-1-New	0	Amazon Order for Lafayette Gooler Block Grant	0000223395-AMAZON.COM	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$573.72	\$573.72
05/01/23		0	Amazon Order for Lafayette Gooler Block Grant	0000223395-AMAZON.COM	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$2,734.32	\$2,734.32
PO1-64790-6000028-230000000647-1-New						Sum:	\$3,308.04	\$3,308.04
05/01/23	PO1-64790-6000028-230000000648-1-New	0	Music and Arts Order for Lafayette Gooler -Block Grant	0000223611-MUSIC AND ARTS	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$2,898.35	\$2,898.35
05/01/23		0	Music and Arts Order for Lafayette Gooler -Block Grant	0000223611-MUSIC AND ARTS	District Wide - Music Programs	01.0-67620.0-17030-41000-4490-6000028	\$22,513.52	\$22,513.52
PO1-64790-6000028-230000000648-1-New						Sum:	\$25,411.87	\$25,411.87
05/01/23	PO1-64790-6010014-230000000632-2-Modification	1	Santa Fe Makerspace supplies	0000223395-AMAZON.COM	Instructional Services	01.4-07303.0-11100-10000-4310-6005300	\$1,600.00	\$0.00
05/01/23		1	Santa Fe Makerspace supplies	0000223395-AMAZON.COM	Instructional Services	01.4-07303.0-11100-10000-4410-6005300	\$750.00	\$367.63
PO1-64790-6010014-230000000632-2-Modification						Sum:	\$2,350.00	\$367.63
05/01/23	PO1-64790-6010014-230000000650-1-New		Open PO - Attorneys fees related to Student Support Services	0000315750-Randolph Law Group	Instructional Services	01.0-00000.0-00000-39000-5821-6010015	\$10,000.00	\$4,401.25
PO1-64790-6010014-230000000650-1-New						Sum:	\$10,000.00	\$4,401.25
05/01/23	PO1-64790-6010030-230000000649-1-New		Director of Student Support Services-lunch	0000223401-CLAUDIA GRANGER	Personnel Services	01.0-00000.0-00000-74001-5220-6010030	\$136.61	\$136.61

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
PO1-64790-6010030-2300000000649-1-New						Sum:	\$136.61	\$136.61
05/01/23	PO1-64790-6010040-2300000000036-2-Cancellation	1	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2010000	\$870,987.00	\$0.00
PO1-64790-6010040-2300000000036-2-Cancellation						Sum:	\$870,987.00	\$0.00
05/01/23	PO1-64790-6010040-23000000000651-1-New	0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2010000	\$54,435.82	\$54,435.82
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2020000	\$61,493.42	\$61,493.42
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2030000	\$61,199.90	\$61,199.90
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2040000	\$42,554.68	\$42,554.68
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2050000	\$52,339.35	\$52,339.35
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3060000	\$63,062.94	\$63,062.94
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3070000	\$83,354.33	\$83,354.33



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4080000	\$308,153.46	\$308,153.46
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4090000	\$23,447.84	\$23,447.84
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6000000	\$29,089.22	\$29,089.22
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010000	\$36,036.22	\$36,036.22
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010050	\$3,227.88	\$3,227.88
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6040047	\$7,568.01	\$7,568.01
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-81000-83100-5510-6000000	\$2,527.60	\$2,527.60
05/01/23		0	OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	11.0-00000.0-00000-82000-5510-7100000	\$42,496.33	\$42,496.33
PO1-64790-6010040-230000000651-1-New						Sum:	\$870,987.00	\$870,987.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/01/23	PO2W-64790-165000 0-2300000000367-1-New		ECERS Training Professional Development CELC	0000223922-KATHY GOMEZ	Preschool	12.0-61050.0-00010-10000-5850-1650000	\$4,600.00	\$4,600.00
PO2W-64790-1650000-2300000000367-1-New						Sum:	\$4,600.00	\$4,600.00
05/01/23	PO2W-64790-408000 0-2300000000369-1-New		MHS Graduation Surveillance and Security	0000223656-BLACKWATER SECURITY	MHS	01.0-00000.0-00000-27001-5810-4080000	\$1,820.00	\$0.00
PO2W-64790-4080000-2300000000369-1-New						Sum:	\$1,820.00	\$0.00
05/01/23	PO2W-64790-600002 8-2300000000368-1-New		Performing Arts Gala 2023 Invitations, Envelopes, Trifolds	0000224053-The Workshop	District Wide - Music Programs	63.0-90123.0-00000-60003-4390-6000028	\$633.39	\$633.39
PO2W-64790-6000028-2300000000368-1-New						Sum:	\$633.39	\$633.39
05/01/23	PO2W-64790-601001 4-2300000000366-1-New		Stubbies Promotions - Tshirts for Femineers	0000223417-STUBBIES PROMOTIONS	Instructional Services	01.4-07303.0-11100-10000-4310-6005300	\$1,199.84	\$0.00
PO2W-64790-6010014-2300000000366-1-New						Sum:	\$1,199.84	\$0.00
05/01/23	PO3W-64790-204000 0-2300000000331-1-New		President's Education Awards	0000223290-PRESIDENT'S EDUCATION AWARDS PROGRAM	Plymouth	01.0-00000.0-11100-10000-4390-2040000	\$478.72	\$478.72
PO3W-64790-2040000-2300000000331-1-New						Sum:	\$478.72	\$478.72
05/01/23	PO3W-64790-601001 5-2300000000332-1-New		Supplies for Community Resource Fair 2023	0000223345-IMPRINTABILITY	Pupil Services	01.0-65360.0-50010-39000-4390-6010015	\$1,074.54	\$0.00
PO3W-64790-6010015-2300000000332-1-New						Sum:	\$1,074.54	\$0.00
05/01/23	PO3W-64790-710000 0-2300000000075-2-Modification	1	MS step by step text books	0000328957-Pearson Education, Inc	Adult Education School	11.0-63910.0-41340-10000-4210-7100000	\$4,815.06	\$3,287.99

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
PO3W-64790-7100000-230000000075-2-Modification						Sum:	\$4,815.06	\$3,287.99
05/01/23	PO3W-64790-7100000-0-2300000000330-1-New		Ceramics Clay	0000223946-LAGUNA CLAY	Adult Education School	11.0-00000.0-41100-10000-4310-7100000	\$3,704.40	\$3,704.40
PO3W-64790-7100000-2300000000330-1-New						Sum:	\$3,704.40	\$3,704.40
05/02/23	PO1-64790-1650000-2300000000229-3-Modification	2	Open PO smart and final- celc	0000223945-SMART & FINAL	Preschool	12.0-61050.0-00010-10000-4390-1650000	\$4,000.00	\$2,381.28
PO1-64790-1650000-2300000000229-3-Modification						Sum:	\$4,000.00	\$2,381.28
05/02/23	PO1-64790-1650000-2300000000231-3-Modification	2	Open PO for Amazon: CELC	0000223395-AMAZON.COM	Preschool	12.0-61050.0-00010-10000-4390-1650000	\$4,500.00	\$0.00
PO1-64790-1650000-2300000000231-3-Modification						Sum:	\$4,500.00	\$0.00
05/02/23	PO1-64790-2010000-2300000000141-3-Modification	2	Open PO office supplies 2022-2023	0000236666-ODP Business Solutions, LLC	Bradoaks	01.0-00000.0-11100-10000-4390-2010000	\$8,400.00	\$1,033.51
PO1-64790-2010000-2300000000141-3-Modification						Sum:	\$8,400.00	\$1,033.51
05/02/23	PO1-64790-2010000-2300000000355-2-Modification	1	Open PO-Amazon office supplies	0000223395-AMAZON.COM	Bradoaks	01.0-00000.0-11100-10000-4390-2010000	\$2,600.00	\$605.53
PO1-64790-2010000-2300000000355-2-Modification						Sum:	\$2,600.00	\$605.53
05/02/23	PO1-64790-2040000-2300000000652-1-New	0	Open PO Custodial Supplies PL 2022/23 Home Depot	0000223936-HOME DEPOT/GE CF	Plymouth	01.0-00000.0-00000-82100-4370-2040000	\$200.00	\$149.44
PO1-64790-2040000-2300000000652-1-New						Sum:	\$200.00	\$149.44

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/02/23	PO1-64790-6010052-230000000015-4-Modification	3	General Contractor/ Repairs	0000223428-BERNIER REFRIGERATION GENERATIONS INC.	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$200,000.00	\$21,187.53
PO1-64790-6010052-230000000015-4-Modification						Sum:	\$200,000.00	\$21,187.53
05/02/23	PO2W-64790-5180000-2300000000370-1-New		Party Pronto, Inc., graduation ceremony balloons	0000223334-PARTY PRONTO, INC.	Mountain Park	01.0-00000.0-00000-27001-4390-5180000	\$445.90	\$445.90
PO2W-64790-5180000-2300000000370-1-New						Sum:	\$445.90	\$445.90
05/02/23	PO2W-64790-7100000-2300000000371-1-New		Adult Ed graduation balloon columns	0000223334-PARTY PRONTO, INC.	Adult Education School	11.0-00000.0-00000-27001-4390-7100000	\$445.90	\$445.90
PO2W-64790-7100000-2300000000371-1-New						Sum:	\$445.90	\$445.90
05/02/23	PO3W-64790-2010000-2300000000334-1-New		MEOs equipment cart	0000223395-AMAZON.COM	Bradoaks	01.0-90125.0-11100-41000-4310-2010000	\$183.09	\$183.09
PO3W-64790-2010000-2300000000334-1-New						Sum:	\$183.09	\$183.09
05/02/23	PO3W-64790-7100000-2300000000333-1-New		Medical Terminology Learning system	0000350481-Petersons, LLC	Adult Education School	11.0-63910.0-41340-10000-4310-7100000	\$405.00	\$405.00
05/02/23			Medical Terminology Learning system	0000350481-Petersons, LLC	Adult Education School	11.0-63910.0-41340-10000-5841-7100000	\$1,119.82	\$1,119.82
PO3W-64790-7100000-2300000000333-1-New						Sum:	\$1,524.82	\$1,524.82
05/03/23	PO1-64790-2030000-2300000000655-1-New		Puppies & Reptiles for Parties-Kinder Assembly	0000359826-Puppies and Reptiles for Parties	Monroe	01.0-90125.0-11100-41000-5881-2030000	\$475.00	\$0.00
PO1-64790-2030000-2300000000655-1-New						Sum:	\$475.00	\$0.00

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/03/23	PO1-64790-2050000-2300000000656-1-New		Reimbursement - Drew Sawyer Wildrose	0000351070-Drew Sawyer	Wild Rose	01.0-90124.0-11100-10000-4390-2050000	\$15.26	\$15.26
PO1-64790-2050000-2300000000656-1-New						Sum:	\$15.26	\$15.26
05/03/23	PO1-64790-6000028-2300000000657-1-New		Reimbursement for supplies purchased for construction of set	0000223776-MARIA ALBERTO	District Wide - Music Programs	01.0-67620.0-17030-41000-4310-6000028	\$304.08	\$304.08
PO1-64790-6000028-2300000000657-1-New						Sum:	\$304.08	\$304.08
05/03/23	PO1-64790-6010015-2300000000654-1-New		Supply order for Community Resource Fair	0000223395-AMAZON.COM	Pupil Services	01.0-65360.0-50010-39000-4390-6010015	\$600.00	\$600.00
PO1-64790-6010015-2300000000654-1-New						Sum:	\$600.00	\$600.00
05/03/23	PO1-64790-6010030-2300000000499-2-Modification	1	OPEN PO FOR LEGAL ATKINSON, ANDELA, LOYA, RUUD & ROMO	0000333093-Atkinson, Andelson, Loya, Ruud & Romo	Personnel Services	01.0-00000.0-00000-74001-5821-6010030	\$110,000.00	\$21,111.54
PO1-64790-6010030-2300000000499-2-Modification						Sum:	\$110,000.00	\$21,111.54
05/03/23	PO1-64790-6010030-2300000000525-2-Modification	1	Consultant at Clifton MS	0000343188-Marcheta Williams	Personnel Services	01.0-00000.0-00000-74001-5850-6010030	\$40,000.00	\$17,345.17
PO1-64790-6010030-2300000000525-2-Modification						Sum:	\$40,000.00	\$17,345.17
05/03/23	PO1-64790-6040047-2300000000653-1-New		MOT - Site Drape Cleaning and Retardant	0000360009-Sunny Hills Restoration	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,000.00	\$15,000.00
PO1-64790-6040047-2300000000653-1-New						Sum:	\$15,000.00	\$15,000.00
05/03/23	PO2W-64790-2040000-2300000000374-1-New		5th Grade Promotion Materials: Honors Graduation	0000223647-HONORS GRADUATION LLC	Plymouth	01.0-00000.0-11100-10000-4390-2040000	\$705.74	\$705.74

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-64790-2040000-230000000374-1-New						Sum:	\$705.74	\$705.74
05/03/23	PO2W-64790-2040000-230000000375-1-New		4th & 5th Grade Planners for SY 2023-2024	0000223829-SCHOOLMATE	Plymouth	01.0-30100.0-00000-27000-4390-2040000	\$755.55	\$755.55
PO2W-64790-2040000-230000000375-1-New						Sum:	\$755.55	\$755.55
05/03/23	PO2W-64790-4080000-230000000372-1-New		Jostens - Diplomas & Completion Certificates	0000223926-JOSTENS INC.	MHS	01.0-00000.0-00000-27001-4390-4080000	\$1,245.77	\$1,245.77
PO2W-64790-4080000-230000000372-1-New						Sum:	\$1,245.77	\$1,245.77
05/03/23	PO2W-64790-6010015-230000000373-1-New		Business Cards - Alma Ulloa	0000223345-IMPRINTABILITY	Pupil Services	01.0-00000.0-00000-39000-4350-6010015	\$49.61	\$49.61
PO2W-64790-6010015-230000000373-1-New						Sum:	\$49.61	\$49.61
05/03/23	PO3W-64790-2040000-230000000337-1-New		Printer for Professional Development / Staff Meeting Room	0000224063-CDW COMPUTER CTRS, INC.	Plymouth	01.0-00000.0-00000-27000-4340-2040000	\$306.57	\$306.57
PO3W-64790-2040000-230000000337-1-New						Sum:	\$306.57	\$306.57
05/03/23	PO3W-64790-6010012-230000000336-1-New		EZ Up and Table Cover for Road Shows	0000223417-STUBBIES PROMOTIONS	Superintendent	01.0-00000.0-00000-71500-4490-6010012	\$1,312.66	\$1,312.66
PO3W-64790-6010012-230000000336-1-New						Sum:	\$1,312.66	\$1,312.66
05/03/23	PO3W-64790-6020022-230000000313-2-Modification	1	Replacement Bulbs	0000223658-NORTHSTAR AV	Technology	01.0-00000.0-00000-77000-4390-6020022	\$1,406.53	\$0.00
PO3W-64790-6020022-230000000313-2-Modification						Sum:	\$1,406.53	\$0.00
05/04/23	PO1-64790-6010040-230000000203-2-Modification	1	FY 2022-23 OPEN PO for Hotspots for Students Use	0000223484-T-MOBILE	Business	01.0-32160.0-11100-10000-5912-6000000	\$36,960.00	\$10,294.75



PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/04/23		1	FY 2022-23 OPEN PO for Hotspots for Students Use	0000223484-T-MOBILE	Business	01.0-32180.0-11100-10000-5840-6000000	\$10,294.75	\$8,858.64
PO1-64790-6010040-230000000203-2-Modification						Sum:	\$47,254.75	\$19,153.39
05/04/23	PO1-64790-6010040-230000000204-2-Modification	1	FY 2022-23 OPEN PO for Hotspots for Students Use	0000223484-T-MOBILE	Business	01.0-32160.0-00000-72000-5912-6000000	\$30,000.00	\$2,824.72
05/04/23		1	FY 2022-23 OPEN PO for Hotspots for Students Use	0000223484-T-MOBILE	Business	01.0-32180.0-11100-10000-5840-6000000	\$2,824.72	\$177.23
PO1-64790-6010040-230000000204-2-Modification						Sum:	\$32,824.72	\$3,001.95
05/04/23	PO1-64790-6010052-230000000658-1-New	0	Open PO Superior Service Corp Equipment Repairs	0000359090-Superior Service Corp.	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$5,000.00	\$4,417.84
PO1-64790-6010052-230000000658-1-New						Sum:	\$5,000.00	\$4,417.84
05/04/23	PO3W-64790-4080000-2300000000224-2-Modification	1	Ceramics Supplies MHS	0000223946-LAGUNA CLAY	MHS	01.0-00000.0-17039-10000-4410-4080000	\$9,993.99	\$0.00
PO3W-64790-4080000-2300000000224-2-Modification						Sum:	\$9,993.99	\$0.00
05/04/23	PO3W-64790-4080000-2300000000338-1-New		Student Instructional Event Support Tables MHS	0000323874-VIRCO INC	MHS	01.0-00000.0-11100-10000-4390-4080000	\$42,890.08	\$42,890.08
PO3W-64790-4080000-2300000000338-1-New						Sum:	\$42,890.08	\$42,890.08
05/05/23	PO1-64790-6000028-230000000555-2-Modification	1	RCastellano-GreaseSV Pension Contr. per contract	0000223880-SDC-LEAGUE PENSION FUND	District Wide - Music Programs	01.0-67620.0-17030-41000-5850-6000028	\$519.75	\$519.75
PO1-64790-6000028-230000000555-2-Modification						Sum:	\$519.75	\$519.75

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
05/05/23	PO2W-64790-6010040-230000000152-2-Modification	1	2022-23 ANNUAL LICENSE FEE FOR ASB WORKS - STA FE & CLIFTON	0000223586-GRAY STEP SOFTWARE	Business	01.0-90109.0-11100-10000-5841-3060000	\$886.00	\$886.00
05/05/23		1	2022-23 ANNUAL LICENSE FEE FOR ASB WORKS - STA FE & CLIFTON	0000223586-GRAY STEP SOFTWARE	Business	01.0-90109.0-11100-10000-5841-3070000	\$886.00	\$886.00
PO2W-64790-6010040-230000000152-2-Modification						Sum:	\$1,772.00	\$1,772.00
05/05/23	PO3W-64790-6000000-2300000000339-1-New		Summer School Custodial Supplies 2023	0000223924-WAXIE Sanitary Supply	District Wide	01.0-32120.0-00000-82100-4370-6000000	\$194.39	\$194.39
PO3W-64790-6000000-2300000000339-1-New						Sum:	\$194.39	\$194.39
							\$3,691,261.21	\$2,306,291.24

May 24, 2023

<b>TOTAL DISTRICT ACCOUNTS:</b>	<b>\$ 6,191,325.37</b>
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# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 6. 22/23-2155 - DISTRICT CASH RECEIPTS

## RECOMMENDATION

The Board of Education is requested to receive District cash receipts, Deposit Report No. 36 through No. 38, deposited May 1, 2023, through May 10, 2023, for a total amount of \$537,946.23.

### 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 #36 through #38 is attached.

## ATTACHMENTS

- [BA Item 2155\(b-d\) Deposit Rpts #36-38 5-24-23.pdf](#)

## DEPOSIT REPORT

5/1/2023

DEP #36

ACCOUNT	AMOUNT	
01.0-63870.0-00000-00000-8590-00000000	\$ 154,298.00	CTEIG 7 Grant
01.0-63880.2-00000-00000-8590-00000000	147,301.00	SWP 4 Grant
Subtotal	<u>301,599.00</u>	General Fund
13.0-53201.0-00000-37000-8220-00000000	55,928.08	Federal Reimbursement CACFP
Subtotal	<u>55,928.08</u>	Food Services Fund
Total	<u>\$ 357,527.08</u>	

## DEPOSIT REPORT

5/8/2023

DEP #37

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 834.07	Other Local Income
01.0-00000.0-00000-82000-8650-6000028	780.00	LKT PAC Rental/Utilities
01.0-00000.0-00000-82000-8650-6010040	262.50	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	696.00	Leases & Rentals/Labor
01.0-34100.0-00000-00000-8699-0000000	3,920.28	Workability II
01.0-90210.0-00000-00000-8650-4080000	84.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	756.00	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	1,575.60	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	1,575.60	LKT PAC Rental/MHS
01.0-90303.0-00000-00000-8699-0000000	2,555.00	Materials Contribution/Transcripts/MHS
01.0-90304.0-00000-00000-8699-0000000	500.00	Rebate/Testing/MHS
01.0-90305.0-00000-00000-8699-4080000	453.50	Materials Contribution/Textbooks/MHS
01.0-90305.0-18061-00000-8699-4080000	1,253.00	Materials Contribution/Supplies/MHS
01.0-90501.0-00000-00000-8689-0000000	15,576.51	Village Program/Parent Contributions
01.0-90707.0-00000-00000-8290-0000000	4,633.08	Medi-Cal
Subtotal	<u>35,455.14</u>	General Fund
11.0-00000.0-41340-00000-8671-0000000	2,950.00	Ad Ed Tuition/Career Ed
Subtotal	<u>2,950.00</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
25.0-95500.0-00000-00000-8681-0000000	46,724.17	Developer Fees
Subtotal	<u>46,724.17</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	550.00	LKT PAC Donations
63.0-90221.0-00000-00000-8650-6000028	28,360.80	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	4,888.00	LKT PAC Rental/Labor
Subtotal	<u>33,798.80</u>	Enterprise Fund
76.0-00000.0-00000-00000-9537-0000000	17,266.34	Retirees Health Insurance
Subtotal	<u>17,266.34</u>	Payroll Clearance Fund
Total	<u>\$ 136,780.15</u>	

## DEPOSIT REPORT

5/10/2023

DEP #38

## ACCOUNT

## AMOUNT

12.0-61050.0-00000-00000-8590-0000000

\$ 43,639.00

CSPP

Total

\$ 43,639.00

Child Development Fund

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 7. 22/23-2156 - 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 2156\(b\) Budgetary Transfers 5-24-23.pdf](#)

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

Board Report:  
Budget Revision

Board Meeting Date:  
5/24/2023

**GENERAL FUND #01.0**

**BUDGET TRANSFER**

<u>DESCRIPTION</u>	<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>RATIONALE</u>
<b>RESTRICTED STATE RESOURCES</b>			
<b># 65200.0 - WORKABILITY 1 PROGRAM</b>			
Certificated Salaries	(\$5,257.00)		
Classified Salaries	(\$3,917.00)		
Employees' Benefits		\$1,293.00	
Books and Supplies		\$2,271.00	
Services/Other Operations		\$5,492.00	To cover benefits and operating expenditures
Indirect Costs		\$118.00	
Total Restricted State Resources	(\$9,174.00)	\$9,174.00	
<b>TOTAL BUDGET TRANSFER</b>	<b>(\$9,174.00)</b>	<b>\$9,174.00</b>	

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED FEDERAL RESOURCES</b>			
<b># 33100.0 - IDEA LOCAL ASSISTANCE</b>			
Classified Salaries	\$48,548.00		
Employees' Benefits	\$64,073.00		
Other Outgo	(\$43,749.00)	\$68,872.00	2022-23 Budget Allocation
<b># 33150.0 - IDEA PRESCHOOL</b>			
Certificated Salaries			
Classified Salaries	(\$5,247.00)		
Employees' Benefits	(\$2,346.00)		
Other Outgo	(\$502.00)	(\$8,095.00)	2022-23 Budget Allocation
<b># 33270.0 - FEDERAL MENTAL HEALTH</b>			
Services/Other Operations	\$1,015.00	\$1,015.00	2022-23 Budget Allocation
<b># 34101.0 - TPP</b>			
Certificated Salaries	\$1,836.00		
Classified Salaries	(\$18,302.00)		
Employees' Benefits	\$3,764.00		
Books and Supplies	\$9,402.00		
Services/Other Operations	\$202.00		
Other Outgo	(\$526.00)	(\$3,624.00)	2022-23 Budget Allocation
Total Restricted Federal Resources	\$58,168.00	\$58,168.00	
<b>TOTAL BUDGET REVISION</b>	<b>\$58,168.00</b>	<b>\$58,168.00</b>	

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### **8. 22/23-2159 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND SANTA ANITA FAMILY YMCA**

#### **RECOMMENDATION**

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Santa Anita Family YMCA and Monrovia Unified School District for the use of the Monrovia High School swimming pool for the period of June 12, 2023, through August 30, 2023.

#### **Rationale:**

The Santa Anita Family YMCA has one pool at Recreation Park and currently has long waiting lists for summer swim lessons. The District had an opportunity to partner with Santa Anita Family YMCA to utilize the Monrovia High School swimming pool as a satellite pool to expand opportunities for summer swim lessons for the community.

#### **Background:**

The YMCA of Los Angeles has been making a positive impact in our communities for over 130 years. They have 26 branches stretching over 100 miles of Los Angeles County, from Antelope Valley to San Pedro. YMCA is made up of people from all backgrounds working together to strengthen their community and is committed to providing programs and services that are inclusive and welcoming to all. As the largest provider of swim lessons in Los Angeles, the YMCA has swim lessons for every age and ability level.

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

There is no cost to the District for the approval of this MOU.

#### **Legal References:**

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

#### **Additional Information:**

A copy of the MOU is attached.

## ATTACHMENTS

- [BA Item 2159\(b\) MOU between MUSD and Santa Anita Family YMCA 5-24-23.pdf](#)

USE OF FACILITIES AGREEMENT  
Between  
THE MONROVIA UNIFIED SCHOOL DISTRICT  
And  
SANTA ANITA FAMILY YMCA

This Agreement is made on the 24th day of May, 2023, between the Monrovia Unified School District of Los Angeles County (hereinafter referred to as "District"), and the Santa Anita Family YMCA, (hereinafter referred to as "YMCA"), a California Non-Profit Organization for the period of June 12, 2023 – August 30, 2023.

The purpose of this Agreement is for the “YMCA” to use the pool at Monrovia High School (District-owned facilities) to conduct a community summer swim program.

ARTICLE 1: PROGRAM

The Santa Anita Family YMCA’s Swim Lesson Program prioritizes drowning prevention and improves the health outcomes by cultivating physical, cognitive, and social-emotional wellbeing through swimming. The program fosters connection among and with people of all dimensions of diversity and increases their sense of access, inclusion, and engagement. Along with the Monrovia Unified School District, the YMCA would expand our community efforts to enable children of all ages to have the opportunity to be safe in and around the water.

Swim Lesson Curriculum

The YMCA Swim Lesson curriculum is a skill-based approach designed to meet the needs of all local communities through extensive research, consisting of surveys, interviews, expert panels, and focus groups.

- It welcomes students of varying and diverse abilities, ensuring everyone feels like they
- belong.
- It fosters a sense of achievement from the start.
- It emphasizes group activities that encourage relationship building.
- It is grounded in a skill continuum that allows students to flow easily from one skill to the next, with clearly defined stages of progress along the way.

**Program Overview**

Swim Lesson Program

**Dates:** June 12 - August 11, 2023 – 2, Four Week Sessions

**Days:** Mondays & Wednesdays

**Pool Usage Time:** 12:30 PM-4:30 PM, Includes Set Up & Breakdown

**Instruction Time:** 1:00 PM-3:55 PM

### Recreation Swim

**Dates:** June 13 - August 10, 2023

**Days:** Tuesdays & Thursdays

**Pool Usage Time:** 12:30 PM-3:30 PM, Includes Set Up

**Swim Time:** 1:00 PM-3:30 PM

### Swim Crew – Advanced Swimming

**Dates:** June 13 - August 10, 2023

**Days:** Tuesdays & Thursdays

**Pool Usage Time:** 3:30 PM-5:00 PM, Includes Breakdown

**Swim Time:** 3:30 PM-4:30 PM

### **Staffing Structure**

On-Site Supervisor: Daniel Heyer, Aquatics Coordinator

YMCA Management: Alicia Hagen, Program Director & Gabriel Gonzalez, Executive Director

Lifeguards & Swim Instructors

The Program Director will oversee and manage the Aquatics Coordinator.

### **Program Registration**

Registration for the Monrovia High School's YMCA Swim Lesson Program will be handled by the Santa Anita Family YMCA's registration portal. The agreement will allow for students of Monrovia Unified School District to receive free recreation swimming. The agreement will allow for students of Monrovia Unified School District to receive free swimming lessons as a part of the Expanded Learning Opportunities Program reimbursed by the District. Breakeven Cancellation Notice: Our swim lesson program has a minimum of 20 enrollments in order to execute the program. If enrollments are under the minimum, the swim lesson program at Monrovia High School will be cancelled.

## ARTICLE 2: FACILITY

The District will allow the YMCA access to the POOL at MHS on the following dates:

### **June 12 – August 11, 2023**

Days: Mondays & Wednesdays

Pool Usage Time: 12:30 PM-4:30 PM

Days: Tuesdays & Thursdays

Pool Usage Time: 12:30 PM-5:00 PM

## ARTICLE 3: TERM

The term of this Agreement is from June 1, 2023 to August 30, 2024.

#### ARTICLE 4: COST

The rental fees for the use of our facilities have been waived as this MOU is intended to facilitate community use of the pool.

#### ARTICLE 5: CUSTODIAL SERVICES AND MAINTENANCE

It is the top priority for the District and the YMCA to provide a safe and clean learning environment to all students and adults on the campus. The YMCA is responsible for ensuring that equipment is put away. The District is responsible for maintenance of the pool, sanitizing common areas and frequently used fixtures including bathrooms and door handles. If there is any change for each party's custodian responsibility, the District and YMCA will promptly communicate with each other and reach the agreements.

#### ARTICLE 6: TERMINATION

This Agreement may be terminated as follows unless otherwise specified herein:

- a. Mutual: District and the YMCA may terminate this Agreement at any time with a written agreement.
- b. District's Sole Discretion: District in its sole discretion may terminate this Agreement for any reason with a thirty (30) day written notice.
- c. Breach: Either Party may terminate this Agreement in the event of a material breach by the other Party. To be effective, the Party seeking termination must give to the other Party a written notice of the breach and its intent to terminate. If the breaching Party does not entirely cure the breach within ten (10) days of the date of the notice, then the non-breaching Party may terminate this Agreement at any time thereafter by giving a written notice of termination.
- d. Licensing: Notwithstanding any other provision herein, the District may terminate this Agreement immediately by written notice to the YMCA upon denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that the YMCA must hold to lawfully operate the Program.

#### ARTICLE 7: INDEMNITY AND HOLD HARMLESS

A. To the fullest extent allowed by law, the YMCA shall defend, indemnify and hold the District, its officials, trustees, officers, agents, employees, independent contractors, students, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries,

finances, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to:

- 1) the YMCA's failure to fully comply with or breach of any of the terms and conditions of this Contract, or
- 2) any acts, omissions, negligence or willful misconduct of the YMCA, and its officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Agreement ("Indemnification"). The YMCA's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code §2782, as may be applicable, or other applicable provisions of law.

**B.** The YMCA's defense obligations (with counsel approved by the District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at the YMCA's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

**C.** The YMCA shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The YMCA shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Acceptance by the District of the services performed under this Agreement does not operate to release the YMCA from responsibility for the work performed.

**D.** Acceptance of insurance certificates and endorsements required under this Agreement does not relieve the YMCA from liability under this indemnification and hold harmless clause. These requirements of Indemnification and Hold Harmless shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## ARTICLE 8: INSURANCE

The YMCA shall, at its sole cost and expense, procure and maintain, during the term of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the operation of the Program, the YMCA's agents, representatives, officers, employees. The YMCA agrees to maintain insurance coverage as follows:

**a.** Commercial General Liability Insurance: Coverage must be equivalent in scope or at least as broad as on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal and advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, it shall be twice the required occurrence limit. District must be named as additional insured.

**b.** Sexual Abuse and Molestation Insurance: In any Scope of Work where direct

or incidental contact with students in or out of the classroom setting is likely to take place, the YMCA must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$5,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. District must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that the YMCA'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.

c. Commercial Automobile Liability Insurance: Coverage must be equivalent in scope that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers' Compensation Insurance: This coverage is required unless Consultant provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. The YMCA must also maintain Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

e. Other Insurance Requirements:

(i) Additional Insured Endorsement. Also required is an Additional Insured Endorsement naming the District as an additional insured.

(ii) Notice of Cancellation. For all insurance required by this Agreement, the YMCA shall provide the District with no less than 30 days prior written notice of cancellation of nonrenewal, or reduction in coverage.

(iii) Waiver of Subrogation. The YMCA hereby grants to the District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said the YMCA may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. The YMCA shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

(iv) Verification of Coverage. The YMCA shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Agreement. The endorsements are to be signed by



the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the YMCA's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Contract by the YMCA, and the District may terminate this Contract without waiver of any remedy it may have.

#### ARTICLE 9: OPERATION AND SUPERVISION OF PROGRAM

The YMCA will hire and supervise its own staff and program operations, and will not create additional work for site managers. District administrators may intervene in on-site operations to protect the safety of any person, to protect property or to avoid conflict between persons or programs. Program personnel will follow orders of the District administrators in these matters.

#### ARTICLE 10: STUDENT, STAFF AND FACILITY SAFETY

A. Confidentiality. Under the terms of this Agreement, the YMCA may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232 h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. §300gg and 29 U.S.C §1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code §49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code §22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code §22586 et seq., or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). The YMCA understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District.

IF THE YMCA BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, THE YMCA SHALL IMMEDIATELY NOTIFY THE DISTRICT.

B. Mandatory Reporter Requirements: The YMCA acknowledges and understands that, pursuant to California Penal Code Section 11165.7, employees and agents of the YMCA and any sublicensee whose duties under the Scope of Work include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect.

The YMCA will ensure that employees or agents and any sublicensee who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module within six (6) weeks of hire and annually thereafter within the first six (6) weeks of each school year. The YMCA agrees to make this training available to each mandatory reporter. The YMCA will ensure that each employee or its agent who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. The YMCA will provide copies of each of these signed forms for each employee or agent who is a mandatory reporter to the District within six (6) weeks of the date of hire of the mandatory reporter and on an annual basis.

C. Live Scan Criminal Background Check Requirements: The YMCA, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will conduct all required criminal background checks. If required by EC section 45125.1, the YMCA must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of its employees, who are anticipated to come into contact with the District's students. The YMCA further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and the YMCA will comply with any such requirements. The YMCA further acknowledges and agrees that no Licensee or sublicensee employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)

D. COVID-19 Pandemic Risk: The World Health Organization has declared Coronavirus/COVID-19 a pandemic, and the Governor of California has declared that a State of Emergency exists in California related thereto. Coronavirus/COVID-19 is extremely contagious. Federal, state and local governments, and health agencies have issued various directives and guidelines regarding social distancing and gathering.

The District has instructed the YMCA to implement safety measures designed to mitigate the spread of Coronavirus/COVID-19, the District cannot guarantee that students or other attendees of the YMCA's program will not be exposed to or become infected with COVID-19 while at Mayflower Elementary School campus. Organizing, Attending or participating in such a program could increase the risk of contracting COVID-19.

The YMCA understands and acknowledges the contagious nature of Coronavirus/COVID-19 and the increased risk of infection related thereto in connection with programs. Specifically, the YMCA understands and acknowledges that its staff and students may be exposed to or infected by COVID-19 as a result of staff supervising and student attending or participating in its program, which may result in personal injury including serious illness, permanent disability, and death. The YMCA understands that exposure to or infection by COVID-19 may result from the actions or omissions, including the negligence, of itself and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, administrators, or other individuals acting on behalf of the District. The YMCA hereby voluntarily and knowingly agrees to assume all of the foregoing risks and all other risks arising out of or related to and voluntarily and knowingly accept sole responsibility for any injury to the program members (including, but not limited

to, personal injury, disability, and death), illness, damage, loss, claims, liability, or expense, of any kind, that we may experience or incur in connection with student's attendance or participation in program.

## ARTICLE 11: DISPUTE RESOLUTION

- a. Negotiation. Any dispute that the YMCA may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within thirty (30) days of its occurrence. The District and the YMCA shall attempt to negotiate a resolution of such dispute and process an amendment to this Agreement to implement the terms of such resolution.
- b. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.
- c. Claims Statute Requirement. This provision does not relieve the YMCA of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the District.
- d. Controlling Law. The Parties agree that California law will govern any dispute related to this Agreement. The venue is exclusively in the County of Los Angeles
- e. Attorney's Fee and Costs. In the event of any breach, failure to perform or dispute arising directly or indirectly out of this Agreement, including the performance of the terms and conditions recited, the prevailing party at arbitration shall be entitled to recover all reasonable legal fees, costs, experts' fees or other expenses incurred.

## ARTICLE 13: NOTICE

Any notice, demand, request, consent, approval or communication that either party is required to give to the other party or any other person shall be in writing and either served personally, or sent by electronic mail to the other party at their present business address and in the event that it is to the District, it shall be sent to Monrovia Unified School District, 325 E. Huntington Drive, Monrovia, CA. 91016, and to the Santa Anita YMCA of the Foothills, 501 S. Mountain Avenue, Monrovia, CA 91016.

Either party may change their address by notifying the other party of the change of address. Notice shall be deemed communicated within thirty-six (36) hours from the time of mailing,

if mailed as provided in this article or electronically within thirty-six (36) hours.

#### ARTICLE 14: COMMUNICATIONS

The District and the YMCA will each designate a person or persons for regular communications, meetings and for resolution of any problems which might arise due to this Program.

#### ARTICLE 15: LIABILITY RELEASE

TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS A MATERIAL PART OF THE CONSIDERATION PROVIDED UNDER THIS AGREEMENT, THE YMCA DOES HEREBY FULLY, FINALLY AND COMPLETELY RELEASE, ACQUIT, REMISE, AND FOREVER DISCHARGE THE DISTRICT AND ITS OFFICIALS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, STUDENTS, VOLUNTEERS, AND REPRESENTATIVES OF AND FROM RESPONSIBILITY FOR, WAIVES THE YMCA'S ENTIRE CLAIM OF RECOVERY FOR, AND ASSUMES ALL RISK OF ANY AND ALL CLAIMS, EXPENSES, AND DEMANDS FOR COMPENSATION, OF EVERY KIND AND NATURE WHATSOEVER, RELATING TO, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO (A) LIABILITY ARISING FROM THE YMCA'S ACCESS TO DISTRICT FACILITIES, (B) DAMAGE TO PROPERTY OR INJURY TO PERSONS (INCLUDING DEATH) IN OR ON THE PROPERTY FROM ANY CAUSE WHATSOEVER; AND (C) BUSINESS INTERRUPTION OR OTHER CONSEQUENTIAL DAMAGES. THIS RELEASE AND DISCHARGE IS INTENDED TO APPLY EVEN THOUGH THE LIABILITY MAY ARISE OUT OF THE NEGLIGENCE OR CARELESSNESS ON THE PART OF THE DISTRICT OR ITS OFFICIALS, TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, STUDENTS, VOLUNTEERS, AND REPRESENTATIVES.

**Authority.** The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to Execute this Contract on behalf of the Party indicated.

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

**YMCA**

**MONROVIA UNIFIED SCHOOL DISTRICT**

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

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

**Name:** Mark Dengler, COO

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 9. 22/23-2160 - MERAKI LICENSE RENEWAL FOR EXISTING NETWORK EQUIPMENT

#### RECOMMENDATION

The Board of Education is requested to approve the three-year renewal of the District's Meraki Network licensing.

#### Rationale:

A license renewal of our current Meraki network equipment is required to maintain network functionality as our current license is expiring.

#### Background:

In 2018, in an effort to modernize some of the District's infrastructure, the District purchased Cisco Meraki network equipment, consisting mainly of network switches. The equipment was installed throughout all of our school sites as well as our District office. At the time, the District entered into a five-year licensing agreement for the equipment that was purchased. As the original five-year licensing is now expiring and all of the equipment is still in working order, it is recommended that we renew the licensing for a three-year period. This routine licensing agreement is crucial to operations, without which we would lose internet and network connectivity to all of our District devices.

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

The cost to the District is \$62,010.02 to be paid out of the ESSER III funds.

#### Account:

#### Additional Information:

A copy of the quote for a three-year license and support is attached.

## ATTACHMENTS

- [BA Item 2160\(b\) Meraki License Renewal for Existing Network Equipment 5-24-23.pdf](#)

NIC Partners Inc.  
 11981 Jack Benny Drive, Ste. 103  
 Rancho Cucamonga, CA 91739

BILL TO		JOB LOCATION	
COMPANY:	Monrovia Unified School District	COMPANY:	Monrovia Unified School District
ADDRESS:	325 E. Huntington Dr. Monrovia, CA 91016-3585	ADDRESS:	325 E. Huntington Dr. Monrovia, CA 91016-3585
CONTACT:	Arin Golestani	CONTACT:	Jason Buchanan
PHONE:	(626) 471 2000	PHONE:	(626) 471 2000
		DATE:	May 12, 2023
		EXPIRY DATE:	June 11, 2023
		SALES REP:	NILKANTH RADADIA
		PHONE:	(909)919-2836
		EMAIL:	nradadia@nicpartnersinc.com

TITLE
FF-Monrovia USD- Cisco Meraki Renewal
SCOPE OF WORK

\*\*Fulfillment only\*\*

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
LIC-MS220-8P-3YR	Preliminary US GPL - Meraki MS220-8P Enterprise License	1.00	\$89.11	\$89.11
LIC-MS220-8-3YR	Preliminary US GPL - Meraki MS220-8 Enterprise License	1.00	\$70.32	\$70.32
LIC-MS225-24P-3YR	Meraki MS225-24P Enterprise License and Support, 3YR	72.00	\$388.23	\$27,952.82
LIC-MS225-48LP-3YR	Meraki MS225-48LP Enterprise License and Support, 3YR	30.00	\$555.86	\$16,675.78
LIC-MS425-16-3YR	Meraki MS425-16 Enterprise License and Support, 3YR	5.00	\$1,052.47	\$5,262.36
LIC-MS425-32-3YR	Meraki MS425-32 Enterprise License and Support, 3YR	7.00	\$1,651.68	\$11,561.76
LIC-Z3-ENT-3YR	Meraki Z3 Enterprise License and Support, 3YR	1.00	\$159.44	\$159.44
LIC-Z3C-ENT-3YR	Meraki Z3C Enterprise License and Support, 3YR	1.00	\$238.43	\$238.43
Non-Taxable Material:				\$62,010.02
Taxable Material:				\$0.00
Tax:				\$0.00
Labor:				\$0.00
Service/Maintenance:				\$0.00
Shipping:				\$0.00
Other Services:				\$0.00
<b>Total:</b>				<b>\$62,010.02</b>

**Authorized Signature**

By: \_\_\_\_\_  
 Name: Ryan D. Smith, Superintendent  
 Date: \_\_\_\_\_

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

**NIC Partners Inc.**  
11981 Jack Benny Drive, Ste. 103  
Rancho Cucamonga, CA 91739

## STANDARD TERMS & CONDITIONS

**QUOTE:** The Prices included in this Proposal are valid for 30 days **LABOR RATES:** Prevailing Wage/Labor Rates quoted and adhered to as mandated by the State of California are subject to change per California State Requirements **PAYMENT TERMS:** Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement. **EQUIPMENT PAYMENT TERMS:** Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances. **INTEREST:** If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal. **TAXES:** Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption. **COLLECTION COSTS:** In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies. **SUSPENSION OF SERVICES:** If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer. **TERMINATION OF SERVICES:** If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS. **SET-OFFS, BACKCHARGES, DISCOUNTS:** Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party. **INDEMNITY AND INSURANCE:** Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00) **BOND:** Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer. **ARBITRATION:** All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded. **LIABILITY:** NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies. **WARRANTY (Limited):** NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use. **OWNERSHIP:** NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits. **LIENS:** Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required. **RETURNS:** All Sales are Final. Manufacturer Policies have changed due to Supply Chain Conditions. Any exceptions for RMA's will be solely at the discretion of the Manufacturer and subject to their acceptance terms. **DELAYS:** Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control. **MISCELLANEOUS:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law **RENEWALS:** Automatic renewal billing for Licenses, Subscriptions or Warranties will be Final unless advanced notice is provided 45 Days prior to the renewal date, Subject to Vendor Approval.

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 10. 22/23-3099 - PERSONNEL ASSIGNMENTS

## RECOMMENDATION

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

## Rationale:

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

## 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 18.pdf](#)



MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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 #	Angela	Cochran	Daily Substitute Teacher	Employ, as needed	4/27-9/30/23	District-wide		G	00000.0	000003	\$190./day	100%
2 #	George	Howell	ESL Coordinator & Data Manager	Employ	5/8/2023	Adult Ed	30 hrs/wk	C	63910.0	003235	B/001/01	100%
3 #	Daniel	Mcdaniels	Daily Substitute Teacher	Employ, as needed	4/28-9/30/23	District-wide		G	00000.0	000003	\$190./day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program		Position	Range	Percentage	
4	#	Samar	Abi Saab	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/005/01	100%
5	#	Carol	Burrill	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/005/01	100%
6	#	Cynthia	High	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/004/01	100%
7	#	George	Howell	ESL Coordinator & Data Manager	ESL Coordinator & Data Manager	5/8/23-6/3/23	Adult Ed	NTE: 10 hrs/wk	C	63910.0	003452	B/001/01	100%
8	#	Rhonda	Luna	Counselor	Counseling data management	5/2/23-6/30/23	Adult Ed	NTE: 16 hrs/wk	C	63910.0	003574	B/005/01	100%
9	#	Richard	Thibault	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/003/01	100%
10	#	Heidi	Wilson	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/002/01	100%

### C. Leaves of Absences

	First Name	Last Name	Classification	Action	Effective	Site
	None					

### D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
11	Nathaniel	Overby	Teacher	Voluntary Resignation	6/9/2023	MHS
12	Vickie	Velasco	Teacher	Voluntary Resignation	6/8/2023	Clifton
13	Mark	Tremper	Teacher	Retirement	6/30/2023	Adult Ed

### E. Change Status

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

### F. Other

		First Name	Last Name	Classification	Action	Effective	Site	Hours	Program		Position	Range	Percentage
14	#	Jose	Casagran	Teacher	Approve Stipend - Varsity Football Head Coach	5/1/23-6/30/23	MHS	NA	G	000701.0	234	\$2,082	100

## F. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
15 #	Karina	Brewer	Volunteer I	Approve	5/5/2023	Monroe, Wild Rose
16 #	Vanessa	Cabrera	Volunteer I	Approve	5/9/2023	Mayflower
17 #	Kunthea	Chi-Su Gutierrez	Volunteer I	Approve	5/4/2023	Clifton, Monroe
18 #	Natali	Clarke	Volunteer I	Approve	4/27/2023	Monroe
19 #	Chris	Dattola	Volunteer I	Approve	5/1/2023	Monroe
20 #	Larry	Floyd	Volunteer I	Approve	4/27/2023	Plymouth
21 #	Jade	Gannon-Cavazos	Volunteer I	Approve	5/8/2023	Monroe
22 #	Bertha	Garcia	Volunteer I	Approve	5/10/2023	Wild Rose
23 #	Antoinette	Gutierrez	Volunteer I	Approve	5/4/2023	Mayflower, MHS
24 #	Raul	Gutierrez	Volunteer I	Approve	5/4/2023	Mayflower, MHS
25 #	Danielle	Gutierrez Nuño	Volunteer I	Approve	5/10/2023	Plymouth
26 #	Erin	Johnson	Volunteer I	Approve	5/10/2023	Bradoaks
27 #	Ana	Lara	Volunteer I	Approve	5/9/2023	Plymouth, Santa Fe
28 #	Ronelia	Manalang	Volunteer I	Approve	5/5/2023	Plymouth
29 #	Zulma	Medina	Volunteer I	Approve	5/10/2023	MHS
30 #	Rocio	Roa	Volunteer I	Approve	5/2/2023	Mayflower
31 #	Raul	Roa	Volunteer I	Approve	5/1/2023	Clifton, Mayflower, MHS
32 #	Anthony	Rosemann	Volunteer I	Approve	4/27/2023	Wild Rose
33 #	Brianne	Schlageter	Volunteer I	Approve	5/10/2023	Plymouth
34 #	Angela	Thurstan	Volunteer I	Approve	5/9/2023	Mayflower
35 #	Rachael	Van der Molen	Volunteer I	Approve	4/27/2023	Monroe
36 #	Eder	Vazquez	Volunteer I	Approve	5/11/2023	Mayflower
37 #	Tania	Velasco	Volunteer I	Approve	5/2/2023	Plymouth, Santa Fe
38 #	Nicole	Verdugo	Volunteer I	Approve	5/8/2023	Mayflower
39 #	Matthew	Zook	Volunteer I	Approve	4/28/2023	Wild Rose

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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	#	Angela	Cochran	Daily Substitute Teacher	Employ, as needed	4/27-9/30/23	District-wide		G	00000.0	000003	\$190./day	100%
2	#	George	Howell	ESL Coordinator & Data Manager	Employ	5/8/2023	Adult Ed	30 hrs/wk	C	63910.0	003235	B/001/01	100%
3	#	Daniel	Mcdaniels	Daily Substitute Teacher	Employ, as needed	4/28-9/30/23	District-wide		G	00000.0	000003	\$190./day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program		Position	Range	Percentage	
4	#	Samar	Abi Saab	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/005/01	100%
5	#	Carol	Burrill	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/005/01	100%
6	#	Cynthia	High	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/004/01	100%
7	#	George	Howell	ESL Coordinator & Data Manager	ESL Coordinator & Data Manager	5/8/23-6/3/23	Adult Ed	NTE: 10 hrs/wk	C	63910.0	003452	B/001/01	100%
8	#	Rhonda	Luna	Counselor	Counseling data management	5/2/23-6/30/23	Adult Ed	NTE: 16 hrs/wk	C	63910.0	003574	B/005/01	100%
9	#	Richard	Thibault	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/003/01	100%
10	#	Heidi	Wilson	ESL Instructor	ESL extension	5/1/23-5/25/23	Adult Ed	NTE: 16 hrs/wk	G	00000	000027	B/002/01	100%

### C. Leaves of Absences

	First Name	Last Name	Classification	Action	Effective	Site
	None					

### D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
11	Nathaniel	Overby	Teacher	Voluntary Resignation	6/9/2023	MHS
12	Vickie	Velasco	Teacher	Voluntary Resignation	6/8/2023	Clifton

### E. Change Status

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

### F. Other

		First Name	Last Name	Classification	Action	Effective	Site	Hours	Program		Position	Range	Percentage
13	#	Jose	Casagran	Teacher	Approve Stipend - Varsity Football Head Coach	5/1/23-6/30/23	MHS	NA	G	000701.0	234	\$2,082	100

## F. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
14 #	Karina	Brewer	Volunteer I	Approve	5/5/2023	Monroe, Wild Rose
15 #	Vanessa	Cabrera	Volunteer I	Approve	5/9/2023	Mayflower
16 #	Kunthea	Chi-Su Gutierrez	Volunteer I	Approve	5/4/2023	Clifton, Monroe
17 #	Natali	Clarke	Volunteer I	Approve	4/27/2023	Monroe
18 #	Chris	Dattola	Volunteer I	Approve	5/1/2023	Monroe
19 #	Larry	Floyd	Volunteer I	Approve	4/27/2023	Plymouth
20 #	Jade	Gannon-Cavazos	Volunteer I	Approve	5/8/2023	Monroe
21 #	Bertha	Garcia	Volunteer I	Approve	5/10/2023	Wild Rose
22 #	Antoinette	Gutierrez	Volunteer I	Approve	5/4/2023	Mayflower, MHS
23 #	Raul	Gutierrez	Volunteer I	Approve	5/4/2023	Mayflower, MHS
24 #	Danielle	Gutierrez Nuño	Volunteer I	Approve	5/10/2023	Plymouth
25 #	Erin	Johnson	Volunteer I	Approve	5/10/2023	Bradoaks
26 #	Ana	Lara	Volunteer I	Approve	5/9/2023	Plymouth, Santa Fe
27 #	Ronelia	Manalang	Volunteer I	Approve	5/5/2023	Plymouth
28 #	Zulma	Medina	Volunteer I	Approve	5/10/2023	MHS
29 #	Rocio	Roa	Volunteer I	Approve	5/2/2023	Mayflower
30 #	Raul	Roa	Volunteer I	Approve	5/1/2023	Clifton, Mayflower, MHS
31 #	Anthony	Rosemann	Volunteer I	Approve	4/27/2023	Wild Rose
32 #	Brianne	Schlageter	Volunteer I	Approve	5/10/2023	Plymouth
33 #	Angela	Thurstan	Volunteer I	Approve	5/9/2023	Mayflower
34 #	Rachael	van der Molen	Volunteer I	Approve	4/27/2023	Monroe
35 #	Eder	Vazquez	Volunteer I	Approve	5/11/2023	Mayflower
36 #	Tania	Velasco	Volunteer I	Approve	5/2/2023	Plymouth, Santa Fe
37 #	Nicole	Verdugo	Volunteer I	Approve	5/8/2023	Mayflower
38 #	Matthew	Zook	Volunteer I	Approve	4/28/2023	Wild Rose

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	#	Annie	Ghazarian	Instructional Aide - Kindergarten	Bradoaks	Employ	\$16.83/hr.	15	1	3 hr./d.; 9 mo./yr.	5/4/2023	001973	G 00000.0 100%
2	#	Srimathy	Ramanujam	Instructional Aide - Kindergarten	Mayflower	Employ	\$17.71/hr.	15	2	3 hr./d.; 9 mo./yr.	5/2/2023	003892	C 30100.0 100%
3	#	Rosalia	Rodriguez Pablo	Food Service Worker	MHS	Employ	\$16.54/hr.	12	1	3 hr./d.; 9 mo./yr.	5/1/2023	000044	C 53100.0 100%
4	#	Mason	Tyler	Theater Operations Specialist	MHS	Employ	\$4551.04/mo	33	1	8 hr./d.; 9 mo./yr.	5/8/2023	001952	C 90221.0 100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
5	#	Redy	Garcia Sanchez	Substitute Clerical Assistant III	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.99/hr.	22	1	NTE: 8 hours per day; NTE: 90 days.	5/1/23-6/30/23	001991	G 00000.0 100%
6	#	Obdulia	Moreno	Personnel Analyst Extra Hours	Human Resources	Employ: Star awards and other certificated projects.	\$35.88/hr.	15-K	5	NTE: 5 hours per week.	4/11/23-6/30/23	003598	G 00000.0 100%
7	#	Isabelle	Nickerson	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$16.54/hr.	12	1	Hourly, as needed.	3/1/23-6/7/23	001612	C 53100.0 100%
8	#	Bryna	Ocampo	Substitute Instructional Aide - Special Ed.	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$22.67/hr.	17	6	NTE: 3.5 hours per day; NTE: 90 days.	5/1/23-6/7/23	002246	C 65000.0 100%
9	#	Michelle	Orozco Diaz	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$16.54/hr.	12	1	Hourly, as needed.	4/1/23-6/7/23	001612	C 53100.0 100%
10	#	Michelle	Orozco Diaz	Food Service Worker Extra Hours	Mayflower	Employ: Additional coverage for the Child & Adult After School Supper Program.	\$16.54/hr.	12	1	NTE: 3 hours per day.	3/6/23-6/7/23	000068	C 53100.0 100%
11	#	Catherine	Shepherd	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$20.04/hr.	12	6	NTE: 4 hours per day.	4/1/23-6/7/23	001612	C 53100.0 100%

### C. Leaves of Absence

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

### D. Resignations

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
12	Emily	Bradley	Food Service Worker	Wild Rose	Retirement	\$2604.87/mo	12	6	6 hr./d.; 9 mo./yr.	6/30/2023	000959	C 53100.0	100%
13	Noelia	Delgado	Bus Driver	M.O.T.	Retirement	\$4089.11/mo	24	6	7 hr./d.; 9 mo./yr.	6/7/2023	000146	C 07230.0	100%
14	# Marivel	Jimenez	Campus Assistant	Santa Fe	Voluntary Resignation	\$1612.59/mo	4	2	4.5 hr./d.; 9 mo./yr.	4/28/2023	003798	G 00000.0	100%
15	Nancy	Kemp	Instructional Assistant	Santa Fe/Clifton	Retirement	\$3797.42/mo	21	6	7 hr./d.; 9 mo./yr.	6/30/2023	000909	C 07102.0	50%
16	Claude	Mallory	Head Custodian I	CO/MP	Retirement	\$4698.83/mo	24-H	6	8 hr./d.; 12 mo./yr.	6/16/2023	000592	G 00000.0	100%
17	Mina	Proa	Instructional Assistant - Behavior 1:1	Wild Rose	Voluntary Resignation	\$3021.57/mo	20	5	6 hr./d.; 9 mo./yr.	6/7/2023	003625	C 65000.0	100%
18	Sandra	Roanhorse-Sharafat	After School Activity Manager	VESP	Retirement	\$4339.91/mo	21	6	8 hr./d.; 9 mo./yr.	6/7/2023	000398	C 60100.0	100%
19	Doris	Wang	Senior Account Clerk	Business Services	Retirement	\$4937.20/mo	26-H	6	8 hr./d.; 12 mo./yr.	6/30/2023	000083	G 00000.0	100%
20	Sheila	Weaver	M.O.T. Assistant	M.O.T.	Retirement	\$5315.84/mo	29-H	6	8 hr./d.; 12 mo./yr.	6/30/2023	000876	C 81500.0	100%

### E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
21	# Maria	Alberto	Ltd. Term Administrative Secretary (Confidential)	Educational Services	To substitute in a vacant position.	\$5123.41/mo	15-S	1	8 hr./d.; 12 mo./yr.	5/8/23-6/30/23	001570	G 00000.0	80%
22	# Cynthia	Allen	Instructional Assistant - Behavior 1:1	Mayflower	Transfer from Clifton, based on student need.	\$3577.50/mo	20	6	6.76 hr./d.; 9 mo./yr.	4/21/2023	003673	C 65000.0	100%
23	# Cynthia	Allen	Instructional Assistant - Behavior 1:1	Wild Rose	Voluntary transfer from Mayflower	\$3577.50/mo	20	6	6.76 hr./d.; 9 mo./yr.	5/3/2023	003625	C 65000.0	100%
24	# Thomas	Chavez	Food Service Worker	Mayflower	Transfer from MHS, based on student need.	\$16.54/hr.	12	1	3 hr./d.; 9 mo./yr.	5/2/2023	000067	C 53100.0	100%
25	# Diane	Henriks	Instructional Aide-Special Education	Clifton	Transfer from Santa Fe, based on student need.	\$2947.49/mo	17	6	6 hr./d.; 9 mo./yr.	4/19/2023	003205	C 65000.0	100%



**E. Changes of Status (continued)**

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	#	Eva	Puccio	Ltd. Term Administrative Secretary	Special Education Services	To substitute in a vacant position.	\$4690.14/mo	34-H	1	8 hr./d.; 12 mo./yr.	4/3/2023	0004230 Revised position number 000928; originally Board approve 5/10/23	G 00000.0	100%
27	#	Aya	Puffer	Instructional Assistant - Behavior 1:1	Bradoaks	Transfer from Clifton, based on student need.	\$3561.83/mo	20	6	6.73 hr./d.; 9 mo./yr.	3/15/2023	003623	C 65000.0	100%

**F. Other**

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

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 11. 22/23-3100 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

## RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #17.

## 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

- [05242023TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report # 17

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

- 1/ CASAS – Comprehensive Adult Student Assessment Systems.  
Tops Pro Seminar.  
June 13-15, 2023; Newport Beach, CA.  
Account#: 11.0-63910-0-41310-10000-5220-7100000  
Estimated cost: \$1374.45  
(Registration: \$1080.00; Mileage: \$198.45; Meals: \$36.00; Hotel Parking:  
\$60.00.)

George Howell, Adult Education Teacher.

GROUP B (Not within budget. Budget transfer required)

None.

GROUP C (Within budget of Federal/Special programs)

- 2/ California Association of School Counselors.  
2023 Conference.  
October 18-20, 2023; Riverside, CA.  
Account#: 01.4-07301-0-00000-31100-5220-6003700  
Estimated cost: \$1191.07  
(Registration: \$599.00; Mileage: \$56.07; Meals: \$128.00; Lodging: \$380.00;  
Hotel Parking: \$28.00.)

Adlina Dugan, Counselor, Clifton MS.  
Alana Elliot, Counselor, Monroe ES.  
Greg Gero, Director of Elementary Education.  
Azalena Jones, Counselor, Clifton MS.  
Jennifer Oldenburg, Santa Fe Computer Magnet School.  
Drew Sawyer, Wild Rose School of Creative Arts.

GROUP D (No cost to District)  
None.

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 12. 22/23-3101 - PUBLIC DISCLOSURE OF PROPOSED TENTATIVE AGREEMENTS WITH MTA/MUSD

## RECOMMENDATION

The Board of Education is requested to present for public information the tentative agreements between the Monrovia Unified School District and the Monrovia Teachers Association (MTA).

## Rationale:

MTA and the District negotiating teams reached a tentative agreement on the following articles: Article XII, Leaves Article XIV, Class Size Article XVIII, Salaries and Benefits Government code requires school districts to disclose proposed settlements to the public. This agenda item fulfills that mandate. The attached agreements will be submitted for approval to the Board of Education on June 14, 2023.

## Legal References:

Government code 3547. (a) All initial proposals of exclusive representatives and public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

## ATTACHMENTS

- [DocuSigned ARTICLE\\_XII\\_LEAVES\\_u.pdf](#)
- [DocuSigned Article\\_XIV\\_-\\_Class\\_Size.pdf](#)
- [DocuSigned ARTICLE XVIII, Salaries and Benefits.pdf](#)

## ARTICLE XII

### LEAVES OF ABSENCE

#### A. General Provisions

##### 1. Definition

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

~~a. 100% leaves of absence shall not exceed two (2) years.~~

~~b. Permanent unit members may be granted partial leaves of absence up to 60%.~~

##### 2. Right of Reinstatement

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

b. A condition of the foregoing rights of reinstatement is that a valid credential or permit must be in effect as of the date of return.

##### 3. Fringe Benefits

a. Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, medical-dental coverage, and retirement credit, the same as if they were not on leave.

b. Those who go onto an unpaid leave during any pay period shall receive their medical-dental coverage for the balance of that pay period, and thereafter shall be allowed to remain on continued coverage at their own expense, provided they make advance payment of the premium in a manner reasonably required by the District and provided that such conversion is permitted by the insurance carrier.

##### 4. Part-Time Unit Members

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

##### 5. Unauthorized Leave

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

- b. The District reserves the right to request written verification of the reason for absence.
- c. If a unit member is shown to have taken unauthorized leave, the District may deduct an amount from his/her salary equal to the ratio of days absent to the days of required service.
- d. The unit member may be subject to disciplinary action pursuant to applicable Education Code provisions and to Article XI of this Agreement.

6. Foreseeable Extended Sick Leave

- a. A unit member who becomes aware of the need for absence due to surgery, ~~maternity~~ pregnancy, or other predictable or previously scheduled causes, shall submit, as far in advance of the initial disability date as possible, a statement from his/her attending physician, which shall include the beginning date of disability, ~~the cause of the disability~~, and the anticipated date of return to active service.
- b. The District may require a unit member who is on extended medical leave to obtain a second opinion from a physician at the District expense.

7. Verification of Fitness

- a. A unit member who is on leave or eligible for leave due to injury or illness ~~communicable disease~~, or who has been on five (5) or more consecutive days of sick leave, shall provide, upon District request, written verification from a medical doctor or licensed practitioner regarding his/her fitness to carry out his/her duties, ~~with or without accommodation~~. .
- b. The District reserves the right to require a unit member to have a physical examination by a District appointed physician, at no expense to the unit member, to verify his/her fitness to carry out his/her duties, ~~with or without accommodation~~.

8. Employment Restrictions

- a. Unit members on sick leave or industrial accident/illness leave shall not be employed elsewhere during regular contract hours.
- b. This restriction may be waived by the District under special circumstances; requests for such a waiver, with reasons therefore, should be submitted in writing to the Human Resources Department.

B. Procedure for Reporting Absence/Return

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

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

## C. Sick Leave

### 1. Definition

As provided in this section, unit members are entitled to paid sick leave for illness or injury. The purpose of sick leave utilization shall be for physical and mental disability absences that are medically necessary and caused by illness, injury, maternity disability, or quarantine.

### 2. Entitlement to Sick Leave

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

### 3. Use of Sick Leave

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

### 4. Depletion of Sick Leave Extended Illness Leave

- a. This section applies only to unit members who have exhausted all accumulated sick leave credit and continue to be absent on account of illness or injury.

- b. Upon exhaustion of all ~~accumulated~~ **full paid** sick leave credit, a unit member who continues to be absent ~~under the provisions of this article~~ **due to illness or injury for up to five school months** shall receive the difference between their pay and the amount **actually paid to a substitute or** that normally would be paid a substitute if one had been employed, **as further described below.**

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

(2) Deduction of long-term substitute rate:

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

(3) Deduction of sixth-period assignment pay:

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

- c. ~~In order to qualify for differential pay, an employee shall utilize available leaves in the following sequence:~~ **Such additional leave shall be used after entitlement to full-paid sick leave has been exhausted, and shall run consecutively to such leave. The unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.**

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

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

~~(3) All accumulated sick leave.~~

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

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

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

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

## 5. Return to Service/Work Restrictions

If a unit member **is cleared to** returns to work after an illness but the unit member's physician has **placed temporary identified work** restrictions, **the District will engage in the interactive process to determine whether there are reasonable accommodations to**



~~allow the employee to perform the essential function of the position. on the duties that are normally performed, the unit member and the District may mutually agree whether there are duties that can be performed within the restrictions until full recovery occurs.~~

#### D. Pregnancy Disability Leave

##### 1. Definition

Pregnancy Disability Leave is sick leave used during the period of time a unit member is absent due to a medical disability related to pregnancy and/or convalescence following birth or miscarriage. (Childcare leave following pregnancy disability leave is covered by ~~Unpaid Personal Leave, Section N of this Article~~ **Section N: Family Medical Leave, Subsection 8: Child Bonding.**)

##### 2. Procedure

- ~~a. As soon as practicable, the unit member shall inform her immediate supervisor and the Human Resources Department of her pregnancy and the projected due date.~~
- b. By the sixth month of pregnancy, **and no later than 30 days prior to the start of the leave,** the unit member shall provide the District Human Resources Department with a written statement from her physician, indicating the ~~estimated date of birth and the date through which she may continue to perform her regular duties and responsibilities~~ **anticipated start date and the duration of leave.**
- c. In the event that the beginning date of the pregnancy disability leave should change, the unit member shall inform the Human Resources Department as soon as possible, or according to the report of absence procedures in Section B of this Article.
- d. As soon as possible after birth or miscarriage, the unit member shall provide the Human Resources Department with a written statement from her physician, indicating the length of the required medical disability leave and the date on which the unit member may resume her duties.

##### 3. Return to Service

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

## E. Industrial Accident and Illness Leave

### 1. Definition

Industrial accident and illness leave shall be granted to unit members for illness ~~and or~~ injury arising from the performance of services for the District, is supported by a physician's certificate, and is verified by a Workers Compensation judge or the Workers' Compensation Appeals Board, is ~~appealed-incurred within the course and scope of the unit member's assigned duties.~~

### 2. Days of Entitlement

- a. District-paid leave shall not exceed sixty (60) **working** days in one (1) fiscal year, nor sixty (60) working days in total for the same illness or accident.
- b. Allowable leave shall not be accumulated from year to year.
- c. Industrial accident or illness leave shall commence on the first day of absence, and shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- d. **When industrial accident or illness leave occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only the amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.**
- e. A unit member who has used the full sixty (60) days **of** industrial paid leave and is still unable to return to his/her regular, ~~full-time~~ position shall utilize his/her available sick leave benefits, as specified in Section C of this Article. **If an employee is receiving temporary disability indemnity, he or she may elect to take as much of his or her full-paid accumulated sick leave, which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary.**

### 3. Procedure

- a. A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate Workers' Compensation Insurance form within twenty-four (24) hours or as soon as practically possible to the immediate supervisor.
- b. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be examined and treated, if necessary, by a physician approved by the District's industrial accident insurance carrier.
- c. A unit member who is absent as a result of industrial accident or illness shall notify the District. The absence, whether full or part day, must be noted as "industrial accident or illness," and verification must be provided by the appropriate carrier, doctor, or therapist.
- d. ~~A unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education authorizes travel outside the state.~~
- d. A unit member who must be absent due to job-related illness/injury shall follow the normal procedure as provided in Sections A and B of this Article.

#### 4. Temporary Disability Indemnity

- ~~a. A unit member on Industrial Accident and Illness leave shall provide the District with written verification of the amount(s) of any temporary disability indemnity checks retained by the unit member, which sum shall be deducted from his/her regular salary warrant(s).~~
- ~~b. A unit member may select to endorse to the District the temporary disability indemnity checks received, in which case the regular salary warrant shall be issued.~~
- a. During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- b. Upon conclusion of this industrial paid leave a unit member may utilize any available sick leave benefits, providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one-hundred percent (100%) of the unit member's normal compensation.

#### 5. Return to Service

- a. A unit member shall be permitted to return to service after an industrial accident or illness upon the presentation of a release from the authorized Workers' Compensation physician certifying the unit member's ability to return to his/her position classification **with or** without restrictions ~~or detriment to the unit member's physical and emotional well-being~~ **that can be reasonably accommodated.**
- ~~b. If the unit member's physician gives a release to return to work with temporary restrictions, the unit member and the District may mutually agree whether there are duties that can be performed by the unit member within the restrictions until full recovery occurs.~~

#### F. Personal Necessity Leave

##### 1. Definition

- a. Personal necessity leave may be utilized by a unit member who has sufficient sick leave credit for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours or by another person.
- b. General categories for acceptable use of Personal Necessity Leave include, but are not necessarily limited to:
  - (1) Death/serious illness in the family, household, or special circumstances;
  - (2) Accident involving person or property of unit member or immediate family;
  - (3) Urgent, serious circumstances;
  - ~~(4) Paternity for childbirth, or release of mother and/or child from hospital;~~

- ~~(5) Adoption of child;~~
  - (6) Religious Leave (see Section L);
  - (7) Court Appearance (see Section J-2);
  - (8) Under special circumstances, participation in political, civic, or professional organization activities (prior approval from District required);
  - (9) Participation in a job interview that cannot be rescheduled to non-working hours.
  - (10) Parent-school involvement for student conferences, awards, IEPs, 504s, and discipline meetings.
- c. Activities such as vacation, recreation, social commitments, and routine personal activities are covered under Unpaid Personal Leave, Section N, of this Article. Leave for Employee Association activities is covered in Article IV, Association Rights and Responsibilities.

2. Days of Entitlement

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

3. Procedure

- a. Unit members are encouraged to notify their immediate supervisor as early as possible of their intent to take Personal Necessity Leave so proper substitute coverage and any other necessary arrangements can be planned in advance.
- b. Unit members shall provide written notification to their immediate supervisor at least two (2) working days prior to the beginning of the leave. If two (2) days' prior notice is not possible, the District shall make every effort to accommodate the request under tight timelines.
- c. The immediate supervisor shall forward the written notice to the Associate Assistant Superintendent, Human Resources, who shall process the notice and provide for substitute coverage, as appropriate.
- d. The prior notice requirement shall not apply for emergency or urgent circumstances.
- e. When prior notice is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.
- f. "No Reason" Days: A unit member may use three (3) days of Personal Necessity Leave per school year without indicating a specific reason for absence, under the following conditions:

- (1) No more than five (5) unit members would be absent on such leave on the requested date, and
- (2) There would exist sufficient substitute coverage for the requested date (no known unusual demand for substitute coverage for workshops, etc. exists).
- (3) There are no special activities on the requested date that require the unit member's participation and that cannot be addressed in another way.

#### G. Personal Business Leave

##### 1. Definition

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

##### 2. Procedure

- a. The unit member shall submit a written request for Personal Business Leave to the immediate supervisor not less than two (2) working days prior to the day of the leave.
- b. The immediate supervisor shall submit the request to the ~~Associate~~ **Assistant** Superintendent, Human Resources, who shall then grant the request when the following conditions are satisfied:
  - (1) No more than five (5) unit members would be absent on Personal Business Leave on the requested date;
  - (2) There would exist sufficient substitute coverage for the requested date (no known unusual demand for substitute coverage for workshops, etc. exists).

#### H. Bereavement Leave

##### 1. Definition

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

##### 2. Days of Entitlement

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

3. Procedure

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

I. Judicial and Official Appearance Leave

1. Definition

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

2. Jury Duty

- a. A unit member officially called to jury duty during the school year shall be granted a leave of absence ~~without loss of salary equal to the cost of actual or customary substitute wages only if they have first make a good faith effort to secure postponement of such jury service to non-duty time~~ **with pay, provided the unit member has made good faith effort to secure postponement of jury service to non-duty time.**
- b. A unit member shall demonstrate that they have made a good faith effort to postpone jury service to non-duty time by:
  - (1) Actually postponing jury service to non-duty time, or
  - (2) Providing the District with a copy of the jury summons, requesting postponement to non-duty time, or
  - (3) Providing the District with a copy of the jury summons and written explanation of the attempt to postpone.
- c. If a unit member does not demonstrate that they have made a good faith effort to postpone jury service to a non-duty time, they shall have the actual cost of a substitute, or if no substitute was employed, the normal cost of a substitute, deducted from their salary for the days they are absent for jury duty.
- d. Unit members who have their salary reduced according to Section c, above, of this ~~article~~ **Article**, and believe that extenuating circumstances should be considered, may appeal this decision to a panel composed of two (2) members selected by the Association and two (2) members selected by the District; a majority vote shall reverse the decision.
- e. Juror's fees, exclusive of mileage, received by the unit member, shall be deposited to the credit of the District.
- f. A leave of absence granted under the above conditions shall not exceed a total of twenty-five (25) workdays per school year.

- g. After twenty-five (25) days absence for jury duty, the unit member will receive only the difference between their pay and the amount paid or that would normally be paid to the substitute, but the unit member will retain the juror's fees insofar as the combination of juror's fees and pay from the District does not exceed such member's regular District compensation.

J. Legislative Leave

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

K. Religious Leave

1. Definition

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

2. Days of Entitlement

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

3. Procedure

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

4. Return to Service

- a. Immediately upon return to active service, the unit member shall complete the Report of Absence-Certificated, and submit it to the immediate supervisor.

L. Military Leave

Every unit member employed by the District in a probationary or permanent position shall be eligible for military leave **and reemployment rights** as provided in applicable State and Federal laws **including the Military and Veterans Code, Education Code, and the Uniformed Services Employment and Reemployment Rights Act.**

In addition, the District will extend the interpretation of "military leave" to cover employees who are members of reserve sheriff, police, or fire departments and who are obligated to serve on active duty during a crisis. This does not apply to personnel who voluntarily serve in the capacities described.

In certain circumstances, under California law employees are entitled to 30 calendar days' compensation and benefits while on military leave. For unit members who qualify for such leave, 30 calendar days' pay is one-tenth of the annual salary.

Due to the complexity of the laws related to military leave and in order to ensure unit members are provided all leave benefits to which they are legally entitled, unit members are encouraged to consult with Human Resources and their union representatives in advance of the need to take military leave.

~~Current law (4/93) provides that any certificated employee to whom this section applies, while on active duty, may receive from the District as part of his/her compensation, all of the following:~~

- ~~1. The difference between the amount of his/her military pay and allowance and the amount the employee would have received as a certificated employee, including merit raises that would otherwise have been granted during the time the individual was on active duty.~~
- ~~2. All benefits that the employee would have received had he/she not been called to active service, unless the benefits are prohibited or limited by vendor contracts.~~

~~This compensation shall be granted for the first thirty (30) calendar days of the leave. Following thirty (30) days, the District shall pay compensatory time due the employee, then vacation, then personal necessity portion of sick leave (regular sick leave may not be utilized), until all paid time is exhausted. If the leave continues past this point, the absence becomes an unpaid leave in accordance with Section 395 and 395.4 of the Military and Veterans Code.~~

#### M. Unpaid Personal Leave

##### 1. Definition

A unit member may, in the sole discretion of the District, and without creating precedent be granted an unpaid leave of absence for up to one (1) year for reasons satisfactory to the District and not enumerated elsewhere in this Article.

##### 2. Procedure

- a. The unit member shall submit a request to the Superintendent or his/her designee, including the reasons and any supporting information related thereto, and the duration of the length of the requested leave.
- b. Requests for leaves of five (5) working days or less shall be submitted at least five (5) working days in advance of the proposed commencement of the leave, or as



soon after such notice date as possible, and may be granted or denied by the Superintendent or his/her designee, whose decision shall be final.

- c. All requests for leaves in excess of five (5) working days shall be submitted at least eight (8) working days prior to the regular Board of Education meeting occurring before the proposed commencement of the leave, and may be granted or denied by the Board of Education, whose decision will be final.
- d. In those instances where an emergency situation is deemed to exist, the Superintendent may recommend a waiver of the above time requirements.

### 3. Return to Service

- a. Unit members who are on extended unpaid leave that expires during the school year must, in order to retain their right of return, notify the District of their intention to return at least forty-five (45) days prior to the expiration of the leave.
- b. Those unit members who are on extended unpaid leave that expires at the end of the school year must give such notice no later than January 15 of that school year.
- c. The District shall give notice of this requirement at least thirty (30) days prior to the above-mentioned deadlines.

## N. Family Care Leave

### 1. Definition

A unit member who has ~~worked~~ **been employed for by** the District a minimum of one (1) year, ~~or one (1) school year, depending on assignment,~~ and who has worked at least 1,250 hours during ~~that year,~~ **the 12-months prior to the start of leave,** shall be ~~entitled~~ **eligible** to take an unpaid Family Care and Medical Leave ("FCML") **pursuant to Family and Medical Leave Act ("FMLA") and/or California Family Rights Act ("CFRA"). Eligible unit members may take FCML is defined as leave granted for the following qualifying reasons:**

- ~~a. Birth or adoption of, or the serious illness of, a child of the unit member. (Note: Pregnancy Disability Leave and FCML need not be taken concurrently.)~~
- ~~b. To care for a parent of a spouse who has a serious health care condition.~~
- ~~c. Serious Illness of the unit member.~~
  - a. **(FMLA only) Unit member's own serious health condition (including pregnancy/childbirth related conditions)**
  - b. **(CFRA only) Unit member's own serious health condition (other than pregnancy/childbirth related conditions)**
  - c. **(FMLA/CFRA) To care for a unit member's spouse; child under 18 years of age, child 18 years or older and incapable of self-care because of a mental or physical disability, or parent due to his/her serious health condition.**
  - d. **(CFRA only) To care for a unit member's grandparent, child 18 years or older regardless of disability or dependency status, grandchild, parent-in-law, sibling; registered domestic partner, designated person who is related to the unit member by blood or whose association with the unit member is the equivalent of a family relationship (limited to one such designated person per 12-month period), due to his/her serious health condition.**

- e. (FMLA/CFRA) A qualifying exigency arising out of the fact that a unit member's family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Family member on covered active duty includes spouse, parent, or child of any age.
- f. (FMLA/CFRA) To care for a unit member's spouse, son or daughter, parent, next of kin (FMLA only), who is a covered servicemember with a serious injury or illness.

## 2. Days of Entitlement

- a. The unit member shall be entitled to take a total of twelve (12) workweeks of unpaid leave in a twelve (12) month period. The twelve (12) months is measured forward from the first date the leave is used.
- b. ~~Unit members shall be required to use any applicable personal necessity leave, sick leave, industrial accident and illness leave, or extended illness leave, and such paid leaves shall run concurrently with FCML under this section. This unpaid leave may be utilized after other appropriate paid leaves have expired; such as, personal necessity leave and accrued sick leave (for the employee's own illness); but under no circumstances will the District be required to provide a total leave, paid and unpaid, exceeding twelve (12) workweeks (a total of five (5) months may be used when the employee is utilizing extended sick leave for his/her own illness). FCML will run concurrent with extended sick leave.~~

## 3. Procedure

- a. If the unit member's need for FCML is foreseeable, thirty (30) days' advance notice must be given. For unforeseeable circumstances, reasonable and practicable notice shall be given.
- b. The unit member shall submit a written request for FCML on the correct District form to his/her supervisor, who shall forward it immediately to the Human Resources Department in order to expedite finding a substitute, if required.
- c. The District will require medical certification for a health care provider to support FCML requests either to care for a unit member's seriously ill family member or due to a serious health condition that makes the unit member unable to perform the functions of his/her job. The unit member must provide such certification within fifteen (15) calendar days, unless it is not practicable to do so under the circumstances. ~~"Physician or Practitioner Certification"~~ **Certification of a Healthcare Provider** forms are available in the Human Resources Department.
- d. During the FCML period, the employee shall retain employee status with the District, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan eligibility. A unit member taking this leave shall continue to be eligible to participate in health plans, pension, and retirement plans, and other benefit plans to the same extent under the same conditions as apply to any unpaid leave, with the exception that the District shall continue to make tenthly contributions for health insurance benefits while the employee is on FCML. Any contribution made by the unit member to health benefit premiums will still be the responsibility of the unit member.

#### 4. Exceptions

- a. ~~The FCML limits the leave that may be taken by spouses who both work for the District to a combined total of twelve (12) workweeks during any twelve (12) month period if leave is taken for birth or placement for adoption or foster care. Care must be concluded within twelve (12) months of the birth or placement of a child.~~
  - a. A unit member may be required to extend leave through the end of the semester if he/she would otherwise have returned within the last two (2) or three (3) weeks of the semester's end, depending on the date on which the leave commenced and the duration of the leave.
5. If a unit member wishes to take intermittent leave and that leave would cause the unit member's absence from his/her assignment more than twenty percent (20%) of the time, the unit member may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the assignment.

#### 6. Return to Service

- a. A unit member who is on long-term FCML shall notify the District of their intention to return at least ten (10) days prior to their return to service or the expiration of the leave.
  - b. Unit members whose FCML expires at the end of the school year shall notify the District of their intention to return no later than June 30 of that school year.
  - c. As a condition of returning to work for a unit member who has taken leave due to his/her serious health condition, the District will require certification from a health care provider that the unit member is fit for duty.
7. (The District, in providing this leave benefit, shall comply with both the regulations of the California Family Rights Act and the Federal Family Medical Leave Act. The least restrictive language applicable to the employee in either the State or Federal Act shall be used in cases where there is a conflict in language between the two.)

#### 8. Child Bonding Leave

- a. As provided by Education Code section 44977.5, employees shall be entitled to paid parental leave as set forth in this section.
- b. For purposes of this section, "parental leave" shall be defined as leave for reason of the birth of the employee's child, or the placement of a child with the employee for adoption or foster care within twelve (12) months of the birth or placement.
- c. Employees shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
- d. When an employee has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under CFRA (Government Code section 12945.2), he/she shall be entitled to receive substitute differential pay for the remainder of the 12 workweeks. The employee shall be paid no less than 50% of his/her regular salary for the remaining portion of the 12-workweek period of parental leave. In order to receive substitute differential pay,

the employee must have been employed by the District for at least 12 months, which need not be consecutive.

- e. Any leave taken under this section shall count against any entitlement to child-bonding leave under FMLA and CFRA. The aggregate amount of leave taken under this section, FMLA, and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.
- f. An employee shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of leave for the birth or placement for adoption or foster care of a child.
- g. Leave under this section shall be in addition to any leave taken for pregnancy or childbirth-related disability.
- h. An employee shall give at least thirty (30) calendar days' notice of the birth of a child and intent to take parental leave under this section. Leave shall be taken in increments of at least two (2) weeks' duration except on two (2) occasions. Leave under this section must be completed within twelve (12) months of the birth of the child or placement for adoption or foster care.

#### O. Catastrophic Sick Leave Donation Plan

##### 1. Definition

Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family, as defined in Article XII.I.1.b., for over ten (10) consecutive duty days which requires the unit member to take time off work. A unit member who qualifies for a catastrophic injury or illness leave may not draw upon such leave until exhaustion of all fully paid leave.

##### 2. Days of Entitlement

- a. A unit member may donate up to five (5) days of sick leave per year to a catastrophic leave plan subject to the terms and provisions of this section. Sick leave which is donated under this section shall be deducted from the accrued sick leave authorized under Article XII C.
- b. Only a unit member who has completed two (2) or more years of service to the District, who, as a result of a catastrophic illness or injury, as defined above, has exhausted all fully paid leave, may request and utilize the leave provided. No such leave may be drawn for an injury or illness which arises out of employment.
- c. In the event that the unit member has exhausted all fully paid sick leave during the catastrophic event, the donated time will apply immediately after exhaustion of such sick leave.

##### 3. Procedure

- a. Unit members wishing to solicit donations of sick leave shall provide the Assistant Superintendent of Human Resources with a written request to participate in the

program. The request shall include a description of the injury or illness necessitating the request and probable length of absence from work. Family members or association representatives may draft a request in cases where injury or illness prevents the unit member from completing a request. The above information shall be confidential in nature and for human resources department use only.

- b. The District shall publish and post a request for donation notice at each District work site. The notice shall specify a window period for receipt of donations of fifteen (15) work days from the date the notice is published. The notice shall include the name of the requesting unit member and work site. The nature of their injury or illness will be provided if written authorization is received directly from the unit member and/or family representative.
- c. Unit members may donate up to a maximum equivalent of five (5) days of sick leave per year. Unit members may not donate sick leave if, as a result of the donation, their balance of accumulated sick leave falls below twenty (20) days. Donations of sick leave shall be submitted to the District Human Resources department on a form provided by the District. Donations shall be transferred in equal amounts from those who contributed to the leave balance of the unit member requesting the donations, regardless of the salary of employees donating and receiving donations. The District shall provide employees donating leave with a verification of sick leave days transferred to the requesting unit member. Unused donation days will be returned to the donor.
- d. Unit members receiving donations shall be limited to a maximum of sixty (60) days within one school year or per catastrophic event. Donated sick leave shall be deducted one day at a time from each participating MTA bargaining unit donors, rotating through each in alphabetical order, starting at the beginning of the alphabet in odd years and the end of the alphabet in even years, until the designated sick leave has been depleted.

Agreed and signed:

DocuSigned by:

*Randy Medina*

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Randy Medina  
MTA President  
Monrovia Teachers Association

5/9/2023

Date

DocuSigned by:

*Greg Puccia*

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Greg Puccia  
Assistant Superintendent, HR.  
Monrovia Unified School District

5/9/2023

Date

## ARTICLE XIV

### CLASS SIZE

- A. The District shall make every reasonable effort to meet the following pupil/teacher ratio goals subject to the constraints of fluctuating enrollment, staff availability and qualifications, site and classroom limitations, student transportation problems, avoidance of double sessions, special pupil needs such as concentrations of educationally disadvantaged students, innovations in methods and programs, and financial ability.

1. TK: No class size exceeding 24 pupils.
2. Grades Kindergarten-3: ~~No class size exceeding 24 pupils.~~ **Site average of 24.2 pupils across the TK-3 span (LCFF Grade Span Adjustment.) (EC 41378 limits kindergarten class size to 33)** (EC 41376(a) limits grades 1-3 class sizes to 32 and averages to 30.)  
  
~~Kindergarten: No class size exceeding 24 pupils Site average of 24.2 pupils across the TK-3 span (Grade Span Adjustment.) (EC 41378 limits kindergarten class size to 33)~~
3. ~~Grades 1-3: No class size exceeding 24 pupils. Site average of 24.2 pupils across the TK-3 span (Grade Span Adjustment.) (EC 41376(a) limits grades 1-3 class sizes to 32 and averages to 30.)~~
3. Grades 4-8: District-wide average of 30 pupils per class, with no class size exceeding 35 pupils.
4. Grades 9-12: District-wide average of 30.5 pupils per class, with no class size exceeding 35 pupils.
5. Multi-level class goal: District-wide average and class size maximum shall not exceed the highest of the goal figures for the respective grade levels.
6. Special Education class goal: The RSP class size maximum shall not exceed 28. The SDC class size shall not exceed 18.

7. Physical Education class goal grades 6-12: Master schedule development shall include an analysis of the impact on PE class sizes. Classes beyond 45 shall be analyzed and every possible solution shall be explored to reduce class size to 45 or below.
  8. Continuation School: Site average of 18 pupils per class, with no class size exceeding 20 pupils.
- B. Excluded from the above goals and desired maximums are classes in instrumental or vocal music, situations in which two (2) or more individual classes are assembled together for special instructional purposes, modular or team-teaching situations, or any 65 other similar situations, and also any "over-ratio" class for which the teacher or faculty involved so requests in writing.
- C. In situations where the class sizes exceed the desired maximums described above and where adjustments of class assignments are necessary, the school administrators shall provide opportunity for affected unit member input prior to final class leveling. **Administrators shall have fifteen (15) school days to balance classes and to address the class size norms outlined above prior to unit members engaging in the formal complaint process.**
- D. In any situation where the class size exceeds the above goals and/or desired maximums, the following shall be the designed procedure for redress:
1. If a concern exists, the unit member may submit a written statement of the concern to the Principal, who shall provide a written acknowledgment of receipt of the complaint within three (3) school days and provide a written response within six (6) school days from the receipt of the complaint.
  2. If the unit member is not satisfied with the response from the Principal, the unit member may send a copy of the original statement of concern and response from the Principal to the Superintendent/**Designee**. ~~and the President of the Board of Education.~~
    - a) The Superintendent/**Designee** shall provide a written acknowledgment of receipt of the complaint within six (6) school days, and will make a sincere effort to rectify the problem with the means at ~~his/her~~ **their** disposal. ~~b) The Superintendent shall then and respond in writing within ten (10) school days from receipt of the complaint. The decision of the Superintendent/Designee shall be final.~~
- E. Class size counts by school shall be available to the Association monthly, upon request.

Agreed and signed:

DocuSigned by:

*Randy Medina*

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Randy Medina

MTA President

Monrovia Teachers Association

5/9/2023

Date

DocuSigned by:

*Greg Puccia*

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Greg Puccia

Assistant Superintendent, HR.

Monrovia Unified School District

5/9/2023

Date



## ARTICLE XVIII

### SALARIES AND BENEFITS

#### A. Total Compensation Formula

The Monrovia Unified School District (“District”) and the Monrovia Teachers Association (“MTA”), in a covenant of openness and trust, have a mutual interest in providing a timely, well-defined, equitable, collaborative, and interdependent decision-making process, which provides competitive wages, salary and benefit packages to our employees within the constraints of available resources. This can be achieved through the use of mutually-agreed upon objective criteria, with the goal of maintaining salaries at the third (3<sup>rd</sup>) quartile among a sample of comparable school districts.

The District and Association recognize that employee compensation is an integral part of the budget and have a mutual interest in establishing a budget development process that includes input from stakeholders. The District will establish an on-going Budget Advisory Committee to give input into the budgeting process (both in good times and in bad) with representatives from MTA, CSEA and District negotiations members and all other unrepresented employee groups. This Budget Advisory Committee will schedule meetings in October, March and May of every school year.

#### 1. Structure of the Fair Share Formula

The agreed upon formula deals with cost increases in total compensation, defined as the salary schedule increases, step and column cost increases and health and welfare benefit cost increases. All “new revenue” shall be subject to the distribution calculation described herein. “New revenue” will be defined as new, ongoing, unrestricted money received from the state and/or federal government defined as the year-to-year change, including COLA, deficit reduction and equalization, or any change in base revenue limit funding. The parties intend that the agreed upon percentage of “new revenue” shall be applied to bargaining unit compensation.

- a. Step one: The process of calculating the fair share formula will begin when both the current year Adopted State Budget and prior year unaudited actuals become available. (Sometime in September/October.) The parties will first review and agree on the amount of “new revenue” actually received from the state. The amount is determined by calculating the actual funded increase in the base revenue limit between the prior year and the current year multiplied by the funded ADA for the current year.
- b. Step two: The parties agree that the percentage of “new revenue”, from step one above, shall be dedicated to Monrovia Teachers Association (MTA) bargaining unit compensation. That percentage shall be prior year MTA compensation (salary and benefits) expressed as a percentage of the applicable total restricted and unrestricted programs as defined in Appendix A. The parties agree to discuss any major changes in funding or staffing where either side considers the generated baseline percentage to be unfair or unworkable. That percentage shall be used and

applied to the available unrestricted dollars as defined above to compute the dollars available for compensation increases for the teachers' bargaining unit for each year of the duration of this agreement.

- c. Step three: The cost of step and column for the current year, calculated by moving all eligible unit members down and across the schedule, shall be compared to the cost of step and column for the previous year. The net change in step and column cost shall be added to or deducted from the "new revenue" computed in Step One.
- d. Step four: Any change in the cost of health benefits from the prior year to the current year will then be computed. The net change of the MTA portion will be added to or deducted from the new revenues computed in Step Two. Health benefit plans will be negotiated subject to the recommendations of the District's insurance committee represented by all employee groups. It is the intent of the District and MTA Negotiating teams to provide health benefit coverage to all eligible employees and to share the cost of benefit increases between employees and the District. At the time of implementation of this Total Compensation Formula (Salary plus Benefits) the teams agree to meet to determine the amount of the District contribution and how to divide the total compensation between salary and benefits (i.e. higher salary with higher out of pocket costs for benefits vs. lower salary with lower out of pocket costs for benefits).
- e. Step five: The remaining net dollars available for salary compensation shall be divided by the cost of a 1% increase. If the resulting percentage results in a positive increase, the resulting percentage (rounded to the nearest hundredth of a percent) will be added to the salary schedule as an across the board salary increase. Any increase in salary would be paid retroactive to the beginning of the fiscal school year.

The MTA certificated bargaining unit may, however, request that the dollars be applied to the salary schedule in a different manner, such as stipends or other incentives, or other items of mutual interest, and the District will cooperate in making such adjustments. In no event will the bargaining unit member's salary schedule be automatically reduced in the event that the percentage due is negative. If this formula yields a negative amount, the teams agree to suspend the formula and will meet to continue discussions.

- f. Step six: The results of Step five will be incorporated in the District's preliminary three-year budget projection per AB1200. In the event this does not result in a balanced three-year budget projection, the parties agree to further negotiations to develop options for resolving the budget deficit.

## 2. Additional Considerations

- a. In the interest of attracting and retaining quality staff with a goal of remaining at the 3<sup>rd</sup> quartile with comparable districts, a comparability study will be conducted every three years using a teacher salary scattergram to compare total compensation (salary and benefits). If the results show that the District is not at the 3<sup>rd</sup> quartile goal, the teams will meet and develop a plan to meet that goal. Teams will develop a list of at least 15 comparable-sized districts in Los Angeles County.

## Health Benefits

1. The District maximum benefit contribution shall be negotiated annually:
  - a. One-hundred percent (100%) tenthly for regular full-time unit members.
  - b. Seventy-five percent (75%) tenthly for regular unit members who work six (6) hours per day.
  - c. Sixty-two and one-half percent (62.5%) tenthly for regular unit members who work four to five (4-5) hours per day.
2. The District maximum annual benefit contribution shall be used to pay the actual cost of medical plans offered by the District unless a unit member can provide written proof that such coverage is provided for them elsewhere.
3. Unit members hired in 1992-93 and subsequent years who do not elect coverage in District-provided medial plans must provide proof of medical coverage elsewhere. Insurance premiums for other than District-offered medical plans will be paid at the employee's expense and are not eligible for District contribution.
4. General rules and procedures regarding health benefits:
  - a. All unit members shall be required to enroll in one of the medical programs or supply the District with written proof of outside coverage.
  - b. Currently existing designations of a medical program shall continue in effect unless changed during an open enrollment period mutually agreed upon by the Association, District and the carrier but changes solely in the designation of dependent coverage shall be permissible in any manner prescribed by the unit member's existing carrier.
  - c. The District may take immediate action to provide equivalent or substantially equivalent replacement programs should any program be terminated by a carrier during the term of this Agreement, subject to subsequent negotiations with the Association.
  - d. Unit members who work a complete school year shall be covered by the applicable Plans effective through the last day of September.
  - e. If the unit member terminates on or before the 15<sup>th</sup> of the month, the insurance coverage will terminate at the end of the month. If the unit member terminates after the 15<sup>th</sup>, the insurance coverage will terminate at the end of the following month. If the unit member terminates at the end of the school year, their insurance coverage terminates as of September 30 of that calendar year.
  - f. If the unit member is employed on or prior to the 15<sup>th</sup> of the month, their insurance coverage will begin the following month. If the unit member is employed after the 15<sup>th</sup> of the month, their insurance coverage will begin the second month.
  - g. The District's obligations under this Article are limited to the payment of the above-indicated sums.
    - (1) All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans.

- (2) All disputes concerning such matters are to be resolved between the carrier and the unit member and are not subject to the grievance and arbitration procedures of this Agreement.

#### Longevity Increments

1. Upon completion of fifteen (15) years of service in the District, a unit member shall receive a longevity increment at the currently negotiated rate
2. Upon completion of twenty (20) years of service in the District, a unit member shall receive an additional longevity increment at the currently negotiated rate.
3. Upon completion of twenty-five (25) years of service in the District, a unit member shall receive an additional longevity increment at the currently negotiated rate.
4. Upon completion of thirty (30) years of service in the District, a unit member shall receive an additional longevity at the currently negotiated rate.
5. Beginning 1999-2000, the salary increase percentage will be applied to the longevity increment (see Certificated Salary Schedule.)
6. Years of service in the District for longevity stipend eligibility is defined as years of actual full-time certificated service with the District, inclusive of years of service prior to breaks in service.
7. A complete year of service will be accepted when, in any one (1) school year, a unit member serves at least seventy-five percent (75%) of the number of days of the unit member's regular work year.
8. Part-time unit members who have completed years of service as outlined above shall receive a prorated stipend.

#### Stipend for Earned Doctorate

1. Unit members with earned Ph.D. or Ed.D. degrees from a United States regionally accredited college or university shall receive a stipend of \$100 per pay period (tenthly).
2. Other types of earned doctorates from regionally accredited U.S. colleges or universities may be accepted under this section if the District determines that there is a relationship between the doctorate specialization and the unit member's assignment and/or the needs of the District. (Example: J.D. or M.D. degrees)
3. Foreign country doctorates may be acceptable if evaluated and deemed equivalent by an accredited college or university in the U.S.

#### Supplemental Stipends

1. District shall allocate an amount of money equal to 1.37% of the District's regular payroll (excluding all extra duty, hourly rate, counselor, and district nurse assignments) for unit members for said school year, for payment of supplemental stipends to unit members for participation in specified activities or for assumption of specified responsibilities as agreed to by site committees.
2. Monrovia High School ASB Director stipend shall be set as an amount to be negotiated annually.
3. District Nurse stipend shall be added as a footnote to the certificated salary schedule.
4. Positions that are seasonal in nature shall be compensated at the conclusion of the season and positions with continuing responsibilities shall be compensated at the end of each semester.

#### Social Security

1. The parties agree to provide an election (hereafter "Division") so that current employees who are eligible for coverage under the State Teachers Retirement Systems (STRS) as of March 31, 1986 and who have not otherwise been mandated into Medicare coverage, may elect whether or not they wish to have contributions made by them and on their behalf for purposes of establishing eligibility for Medicare coverage.
2. As soon as practicable after the date of this Agreement, but no earlier than July 1, 1990, the Governing Board shall pass an appropriate resolution indicating its intent to offer "Medicare only" coverage for eligible employees pursuant to appropriate procedures for conducting a Division; and, thereafter, the Governing Board will enter into an appropriate agreement or amendment to agreement with the Public Employees Retirement System (PERS) allowing for the provision of "Medicare only" coverage for eligible employees who have elected such coverage.
3. The parties understand that the election is on a one-time only basis.
4. For employees electing "Medicare only" coverage, the District will contribute an amount equal to 1.45% of monthly or tenthly wages until such time as the employee's annual salary for that year has been paid or reached the statutory maximum, whichever occurs first. (By way of example: In 1990, the maximum amount subject to such deductions was \$41,300.) A matching 1.45% of wages shall be deducted from the employee's salary for purposes of contributing to eligible for "Medicare only" coverage. The District's contribution shall not exceed 1.45% and any increase in the employer-required contribution shall be assumed by the employee unless and until negotiated otherwise. All unit members hired after 1986 are subject to Medicare deductions.
5. Contributions shall begin with the December 1992 pay warrant. By so doing, the parties intend to provide four (4) quarters' coverage for that calendar year in light of their current

understanding that contributions based upon \$2,080 of covered earnings will provide four (4) quarters toward eligibility in any one (1) calendar year. Neither the Association nor the District assumes any liability or responsibility in the event that less than four (4) quarters are generated as a result of beginning contributions effective December 1992.

6. The parties recognize that final state and federal approval of the necessary agreements may be as far away as a year to eighteen (18) months following ratification of this Agreement. Accordingly, the parties agree, if necessary, to escrow the deductions and contributions described in paragraph 4 above until such time as final approval requires such past and future contributions to be forwarded directly to the Social Security System. Any interest accruing to such escrow account shall be applied toward the District's obligation to pay and reimburse PERS for the administrative costs that may periodically be billed to the District. After such interest is exhausted, the District will assume sole responsibility for payment of such costs.
7. Employees who are relying on the coverage quarters provided pursuant to this Agreement and who retire prior to the date of final approval by the federal government, do so at their own risk. Neither the District nor the Association assumes any liability or responsibility for any information or calculations upon which employees may have relied in deciding whether or not to elect "Medicare only" coverage.
8. The sole purpose of this clause is to provide eligible employees with an opportunity to elect whether or not they wish to have contributions made for them or on their behalf for the purposes of eligibility for Medicare coverage. This clause is not intended nor shall it be applied as a guarantee that such employees will, in fact, upon retirement be eligible for "Medicare only" coverage. Questions arising as to the application and/or interpretation of this clause shall be specifically excluded from the grievance/arbitration clause of this collectively negotiated Agreement.

#### Salary and Medical Plan Rules

##### 1. General

- a. Unit members who serve less than the required annual number of working days for regular full-time personnel in their assignment shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that assignment.
- b. Notwithstanding the above, unit members who serve for one (1) full school semester shall receive not less than one-half the annual salary applicable to their column and step, as set forth on the annual salary schedule.
- c. Salary warrants for regular unit members shall continue to be issued on or before the last working day of each month, with appropriate deductions.

#### Payroll Deductions

- a. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax and State Teachers Retirement system.

- b. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings for items and services that are, from time to time, made available to unit members by the Board action.
  - (1) Optional deductions may be initiated in writing by the unit member.
  - (2) This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.

Initial Placement on Schedules

- a. Credit for service outside the District shall be allowed on the monthly salary schedule at the rate of one (1) increment (step) for one (1) year of full-time comparable public-school service in the United States, and one (1) increment for every year of full-time private school experience providing the private school is State-accredited and the educational program is equal to that which is carried out in public schools.
- b. For positions that do not necessarily require previous classroom experience, the District shall, beginning in 1986-1987, evaluate previous related service/experience in relation to the job requirements and grant appropriate initial placement credit.
- c. A unit member initially employed for 1986-1987 or subsequent school years shall be allowed a maximum of five (5) increments pursuant to the foregoing statement.
- d. For the purpose of this Section, a unit member who served at least seventy-five percent (75%) of the number of days the regular schools of the prior District of employment were in session shall be deemed to have served a complete year.
- e. Employment as a day-to-day substitute shall not be used in computing years of service for salary placement or advancement.
- f. All course work approved for initial placement must be verified by official transcripts.
  - (1) Obtaining official transcripts is the responsibility of the unit member.
  - (2) All transcript verifications must be received within thirty (30) days of the signing of the unit member's initial contract and failure to do so may result in the District's withholding salary warrants until such documents are received or in making any due salary increase effective the month following the submission of transcripts.
- g. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule as provided hereinafter.
  - (1) The accreditation status of a college, university, or private school at the time of the unit member's enrollment therein shall prevail.
  - (2) Credit shall be allowed for out-of-country degrees or graduate units if the degree(s) or unit(s) are evaluated and officially validated by an accredited college or university in the U.S.
- h. Units earned prior to Bachelor's Degree shall not be considered for salary placement; however, beginning in 1986-87, graduate units (from U.S. colleges and universities only) which were earned no earlier than one (1) year prior to Bachelor's Degree shall be considered for initial salary placement. (Out-of-country units earned prior to Bachelor's Degree shall not be considered for salary placement.)

### Reemployment

- a. Unit members who resign and are subsequently reemployed within thirty-nine (39) calendar months of last paid service, shall be restored to their previous schedule status.
- b. Under any other circumstances, unit members who resign from the District, and are subsequently reemployed, will be placed on the monthly salary schedule in a position no higher than the current maximum initial placement step, their previous experience notwithstanding.

### Vertical Movement

- a. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class; unit members working fifty percent (50%) or less advance one (1) vertical step for each two (2) years of service.
- b. In order to qualify as a year of service, the unit member must have served at least seventy-five percent (75%) of the regularly assigned annual days of service for that year.
- c. In no case shall a unit member advance more than one (1) salary step per year, even if he/she was earlier frozen at a particular step due to failure to meet all existing requirements.

### Horizontal Movement: Course Credit

- a. Unit members may apply earned course credits to move up to two (2) columns per year on the salary schedule.
- b. Course credit for salary placement and movement shall be given only for approved post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission comparable in status to the Western Association of Schools and Colleges.
  - i. Semester hours (units) as defined by the particular accredited college or university will be accepted for placement and advancement on the salary schedule.
  - ii. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
- c. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefits is not available at an upper division or graduate course level, he/she may petition the District for a waiver to receive advancement credit.
  - i. Waiver petitions shall include the title of the course and reasons for the waiver request.
  - ii. Beginning in 1986-87, lower division units will be credited at two-thirds (2/3) the assigned unit value, unless determined to be in subject areas of special need by the District, in which case they shall receive full credit.
- d. Course credit for salary advancement purposes shall be given only for subject matter courses that are related to the unit member's current or anticipated assignment.



- e. All courses for which a unit member intends to receive salary credit must be approved by the District prior to enrollment, but such approval shall not be unreasonably denied.
- f. Courses shall have an in-class instructor contact time equal to ten (10) hours per quarter unit or fifteen (15) hours per semester unit and out-of-class responsibilities which approximate two (2) hours for each one (1) hour of in-class time, and including such academic assignments as:
  - (1) Term papers,
  - (2) Projects,
  - (3) Prescribed reading,
  - (4) Analysis of data,
  - (5) Research,
  - (6) Development of research, and
  - (7) Field work.
- g. A maximum of one and one-half (1-1/2) quarter units or one (1) semester unit may be earned in any one (1) weekend.
- h. A maximum of three (3) semester units may be earned in approved correspondence, video, and audiocassette courses in any five (5) year period.
- i. Examples of courses that shall not receive credit are:
  - (1) Courses offered by non-accredited institutions.
  - (2) Courses taken at institutions outside the U.S., unless such units are evaluated and officially validated by an accredited U.S. college or university.
  - (3) Courses whose primary thrust is travel, except where the District determines that there is a high degree of correlation between the particular travel and the unit member's assignment or the needs of the District. (No more than three (3) units of such travel courses shall be approved except under special circumstances approved by the District.)
  - (4) Courses/units in excess of what the District believes the individual can reasonably take and still have his/her regular position receive primary attention.
  - (5) Courses audited or otherwise taken for non-credit.
  - (6) Courses taken in the armed services unless taken in conjunction with an accredited college or university.
- j. Unit members with a valid medical disability, verified by medical evidence, which prevents attendance in class, shall be permitted to take correspondence or cassette courses from accredited institutions.
- k. Units recognized under this Section shall not include units earned during hours when teachers are being regularly compensated by the District or when teachers are attending institutes or in-service training at District expense.

Horizontal Movement: Workshop and Curriculum Development Activity Credit

- a. Beginning July 1, 1987, credit for salary advancement shall be given for specified workshops and curriculum development activities approved by the District.
- b. Workshops approved by the District for credit may include:
  - (1) Workshops offered through the District or the Los Angeles County Office of Education, or sponsored by the L.A.U.S.D.
  - (2) Workshops or courses for which credit is available from an accredited college or university.
- c. Curriculum development activities approved by the District for credit may include:
  - (1) Participation on a curriculum development committee established by the Associate Superintendent, Curriculum and Instruction.
  - (2) Participation in a curriculum project approved by the Associate Superintendent, Curriculum and Instruction.
- d. All workshops or curriculum development activities for which a unit member intends to receive salary credit must be approved by the Associate Superintendent, Human Resources, prior to participation; maximum credit hours shall be determined by the Associate Superintendent, Human Resources, at the time of approval.
- e. Credit shall not be given for any workshops or curriculum development activities completed during hours when unit members are compensated by the District or when the costs of the workshop are paid at the District expense. (Note: Credit may be received for workshops sponsored by the District that do not require registration fees to be paid by the District for participants.)
- f. In order to receive salary credit, unit members must submit verification of completion of approved activities (see Section H.9d).
- g. Unit members shall receive the equivalent of one (1) semester unit credit for each fifteen (15) clock hours of approved and verified participation with the following exception: the designated unit credit shall be given for workshops or courses for which college credit is available.

Horizontal Movement: Master's Degree and Bilingual Certification

- a. In recognition of the time, effort and program focus of LDS/CLAD and BCC/BCLAD certification requirements, and in an effort to recruit and retain qualified unit members to serve our bilingual student population, unit members shall be permitted to use certification for movement on the salary schedule as noted below.
- b. Unit members hired prior to 1994-95 who earn Language Development Specialist (LDS) or CLAD certification or Bilingual Certificate of Competence (BCC) or BCLAD status (or equivalent) shall be permitted to use the LDS/CLAD or BCC/BCLAD in lieu of an MA to qualify for movement to columns E or F on the salary schedule, if they have also accumulated the required number of college units to do so.
- c. Unit members hired in 1994-95 and subsequent years who earn LDS or CLAD certification shall be permitted to use the LDS/CLAD in lieu of an MA to qualify for movement to column E, if they have also accumulated the required number of college units to do so.

- d. Unit members hired in 1994-95 and subsequent years who earn BCC or BCLAD certification (or equivalent) shall be permitted to use the BCC/BCLAD in lieu of an MA to qualify for movement to column E or F, if they have also accumulated the required number of college units to do so.
- e. Unit members on salary Columns A-D who qualify and obtain EL certification through SB 1969-395 will receive 3 units of MUSD salary credit and may use that certification in lieu of an MA to advance to Column E with the required units.
- f. Unit members on salary Columns E or F who have an MA as of September 1, 2001, and who qualify and obtain EL certification through SB 1969-395 will receive a one-time stipend of \$500.00 or may receive three (3) units of MUSD salary credit.
- g. Unit members on salary Columns E or F who have an MA and EL certification as of September 1, 2001 will receive a one-time stipend of \$500.00.

#### Procedure for Horizontal Advancement

- a. The burden of proof of training, experience, possession of credentials and other requirement documents shall lie with the unit member, both for initial placement and for advancement.
  - (1) Unit members will be able to request classification twice annually beginning 2000-2001.
- b. Unit members requesting reclassification from one column to another **in the following semester** must file such requests with the ~~Associate~~ **Assistant** Superintendent, Human Resources, no later than April 1 or October 1 of each year.
- c. Supporting records or transcripts verifying advancement credit that is to apply toward such a reclassification **in the following semester** must be filed with the ~~Associate~~ **Assistant** Superintendent, Human Resources, no later than ~~September 1 or February 1~~ **August 1 or January 5** of that calendar year.
  - (1) If, by ~~September 1 or February 1~~ **August 1 or January 5**, the unit member is unable to submit supporting records or transcripts verifying such units of study, official notices in the form of a grade card or letter from the College or University shall be submitted as temporary verification of satisfactory completion of the course(s).
  - (2) The unit member shall provide the official transcript or affidavit document to the District by ~~October 1 or March 1~~ **September 1 or February 1**.
  - (3) If the transcript is unavailable by ~~October 1 or March 1~~ **September 1 or February 1**, , the unit member shall request in writing an extension of time, not to exceed sixty (60) calendar days, which shall be granted, except in extraordinary circumstances.
  - (4) Failure to submit such transcripts as required may result in rescission of the requested horizontal advancement and recovery by the District (by payroll deduction) of any over payment of salary and/or a non-retroactive salary increase, if due, effective the month following submission of the transcripts.

Please refer to the graph below for general timelines outlined above:

<b>Semester</b>	<b>Intent to Advance Form Submitted on or Before</b>	<b>Official Transcripts Due on or Before</b>	<b>Payroll/Pay Update Effective Date</b>
Fall	April 1	August 1	August 31
Spring	October 1	January 5	January 31

- d. Supporting records of transcripts verifying credit (for college units, workshop attendance, or curriculum development activity participation) that is to apply toward such reclassification for salary column advancement must be filed as follows:
- (1) For college unit credit: official transcripts.
  - (2) For workshop credit: registration verification and a signed completion Verification form.
  - (3) For curriculum development activities: verification of hours signed by the ~~Associate~~ Assistant Superintendent, Curriculum and Instruction.

Secondary Teacher Prorated Compensation/6<sup>th</sup> Period Day

Teaching Periods	Prep Periods	% of Salary	Staff Meetings, Open House, Back-to-School
5 (FT)	1	100%	Yes
4	1	83.33%	Yes
4	0	66.67%	No
3	0	50.00%	No
2	0	33.33%	No
1	0	16.67%	No


When teaching four (4) periods, unit members will have the option of including a prep period in the contractual day. With this option, attendance at Back-to-School Night, Open House and staff meetings will be required.

Job Share and Part-Time Employment


1. Job Share and Part-Time unit members shall receive the percentage of health benefit contributions outlined in this Article. Unit members working fewer than four (4) hours per day shall not receive District health benefit contributions.

2. Job Share and Part-Time unit members shall receive hourly pay for required attendance on pupil-free staff development days beyond or outside their contractual assignment.
3. Job Share and Part-Time unit members shall be invited to attend non-mandatory conferences and inservice sessions, but shall not be paid for such voluntary participation.

Agreed and signed:

DocuSigned by:  
  
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Randy Medina  
MTA President  
Monrovia Teachers Association

5/10/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
  
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Greg Puccia  
Assistant Superintendent, HR.  
Monrovia Unified School District

5/9/2023  
\_\_\_\_\_  
Date

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 13. 22/23-5061 - BOARD BYLAW 9125, *LEGAL COUNSEL*

## RECOMMENDATION

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

## Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted its review of the department's Board Policies and Administrative Regulations and is presenting another policy for approval.

## Background:

School districts receive regular policy updates from the California School Boards Association (CSBA), which are compared to existing policies to determine the extent of modification that is needed. This reviewed policy is updated as recommended by CSBA as Board Bylaw 9125, Legal Counsel.

## Additional Information:

A copy of the proposed Board Bylaw 9125, Legal Counsel, is attached.

## ATTACHMENTS

- [PROPOSED 9125 BB Legal Counsel.pdf](#)

### **LEGAL COUNSEL**

The Governing Board recognizes the complex legal environment in which school districts operate and desires reliable, high-quality legal advice at reasonable rates. In order to meet the district's legal needs, the Board may contract with county counsel, attorneys in private practice, or appoint legal counsel as a district employee or independent contractor. The Board also supports pursuing collaborative legal efforts with other agencies and districts as appropriate in order to promote the district's interests.

#### **Duties of Legal Counsel**

The district's legal counsel may:

1. Render legal advice to the Board and the Superintendent or designee.
2. Serve the Board and the Superintendent or designee in the preparation and conduct of district litigation and administrative proceedings.
3. Render advice on school bond and tax increase measures and prepare the necessary forms for the voting of these measures.
4. Perform other administrative duties as assigned by the Board and Superintendent or designee.

#### **Contacting Legal Counsel**

At their discretion, the Board President or Superintendent may confer with district legal counsel subject to any limits or parameters established by the Board. In addition, the Superintendent or Board President may contact district legal counsel to provide the Board with legal information or advice when so directed by a majority of the Board.

In the event another member of the Board is interested in seeking legal advice on a matter of district business, that member shall discuss their interest with the Board President. If the Board President agrees that the interest is a valid use of the district's legal counsel's time, the Board President shall schedule a meeting with

legal counsel and join the member at the meeting; the Board President may however delegate this to the Superintendent.

If the Board President does not agree that the interest is valid, the member may express the interest to the Board at a regularly scheduled meeting. If the majority of the Board authorizes the member to contact Legal Counsel, the Board President shall schedule a meeting with legal counsel and join the member at the meeting; the Board President may however delegate this to the Superintendent.

MONROVIA UNIFIED SCHOOL DISTRICT

Board Bylaw 9125

Revised:

Adopted: February 28, 2007



# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 1. 22/23-1125 - MONROVIA HIGH SCHOOL 2023 GRADUATES

#### RECOMMENDATION

The Board of Education is requested to approve Monrovia High School students for graduation.

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

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

#### Rationale:

The graduation ceremony reflects the Monrovia Unified School District's goal of increasing and celebrating student achievement. With that in mind, Monrovia High School presents the following list of students for graduation who could be eligible at the time of graduation; final certification of eligibility is contingent upon the successful completion of all required work currently in progress.

#### Background:

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

Costs for the graduation ceremony are covered within current budget allocations.

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2023 Monrovia High School graduates is attached.

## ATTACHMENTS

- [MHS List of Graduates 2023.docx - Google Docs.pdf](#)

**Monrovia High School  
List of Graduates  
Class of 2023**

Sophia Rose Adkins	Shaylen Sage Berry
Courage Enam Agbe	Michael Joseph Betker
Amayri Lysette Aguilar	Taylor Renee Brandley
Kaylee Yanilet Aguilar	Elijah Owen Browne
Lucero Joyce Alcaraz	Erin Ailee Byrnes
Cristian Santiago Alejo	Antonio Luis Caballero
Savannah Raquel Almiron	Brisa Juliet Calderon Villagomez
Joseph George Alvarez	Leilani Callum
Benjamin Baird Anderson	Jacob Blount Calnon
Madeleine Baird Anderson	Jonathan Camargo
Maria Fernanda Andrew Guerrero	Dario Daniel Camera
Axel Angulo	Brianna Marie Campbell
Cristian Aquino	Sara Angel Campos-Elviro
Maribel Aquino	Nickolas Isaac Cantu
Ricardo Arevalo Castaneda	Sean Trong Cao
Eric Kylen Jai Arnold	Jared Marcus Cardenas
Anthony Daniel Arnott	Nallive Sarai Cardoza
Jaqueline Juliana Avalos	Katelyn Rose Carius
Raymond Patrick Baham	Jason Carrillo
Dillon Leemar Barnhart	Jonathan Castaneda
Jazmine Barragan	Alexis Marina Castellanos
Alyssa Olivia Barrera	Joseph Anthony Castro
Andrew Eric Barron	Angel Gabriel Cazares
Earl Stafon Battice	Joseph Isaac Ceballos
Ricky Bautista	Cheyenne Elyse Cerney
Christopher Antonio Beecham	Nicole Leanne Chamberlain
Katlyn Addie-Marie Beller	Bryan A Chavarria
Richard James Belohovek	Hailee Danielle Chiu
Tatiana Shanice Bennett	Kimiko Cintron
Andrew Bernal	Summer LeeAnn Civitate

Aiden Jay Coldivar  
 David Chris Cooper  
 Lucas David Corsi  
 Maximus Cortes  
 Bryan Christopher Cote  
 Natalie Sabrina Cote  
 Dominick Lee Cozza  
 Samuel Timothy Cragoe  
 Cristian Cruz  
 Brooklyn Carol Cumes  
 Cristian Robert Damico  
 Shawn Michael De Guzman  
 Sophia N De La Pena  
 Jesus Alberto De Leon Garcia  
 Candido Crescencio De Santiago  
 Daniel Jose De Urioste  
 Herman Lee Dean  
 Robert Chu DeBetta  
 Jadyn Mila Dedeaux  
 Mia Izabelle Delgado  
 Declan Patrick Dennis-Cavanagh  
 Alexis Jasmine Diaz  
 Benjamin Alejandro Diaz  
 Emily Amanda Diaz  
 Kira Aila Diradoorian  
 Brian Edward Dixon  
 Thomas Z Dobson  
 Emanuel Dominguez  
 Gerardo Dominguez-Rivas  
 Amanda Nicole Domio  
 Alan Anthony Duarte Albarran  
 Kamren Lamont Duncan  
 Amy Anne Edmondson

Crystal Eguia  
 Jennifer Eguia  
 Giovanna Ericon-Garcia  
 Alyssa Danielle Escarcega  
 Audrey Celeste Escoto  
 Viridiana Espinoza  
 Giovanni Christopher Farias  
 Jaden Timothy Fernandez  
 Gabriel Nikolas Fierro  
 Christian Alexander Figueroa  
 Isaac Figueroa  
 Justice D Fishkind  
 Crystal Samantha Flores Carrillo  
 Cesar Emiliano Franco  
 Jazmely Angelina Franco  
 Adam Fu  
 Jesus Daniel Galan  
 Suvanee Galicia  
 Charlie Julianna Gallardo  
 Victor Nicholas Gallegos  
 Celeste Josefina Garcia  
 Cristina Ivette Garcia  
 Isaias Mateo Garcia  
 Marissa Garcia  
 Ramiro Garcia  
 Anthony Garcia Cuevas  
 Ian Yoriyoshi Gibson  
 James Michael Godbold  
 Alex Gonzalez  
 Israel Elian Gonzalez  
 Nova Harlie Gonzalez  
 Steven Gonzalez  
 Violet Leilani Gonzalez

Zaria Hailey Gonzalez  
 Heath Allan Corral Grainger  
 Chloe L Greene  
 Mia Jamey Griffiths  
 Adrian J Guerrero  
 Kimberly D Guillen Alvarado  
 Fatima Gutierrez  
 Peter Nathaniel Gutierrez  
 Ani Margarita Hambarzumian  
 Angelina Augustine Victoria Hamilton  
 Isaac Esdras Hamilton  
 Kendra Louise Harbert  
 Loren Renae Hardin  
 Eliazar Haro  
 Auletti Jabran Harrington  
 Jack William Heatherly  
 Julia Grace Heatherly  
 Lauri Yrjana Hellen  
 Brooklynn Faith Hernandez  
 Celeste Hernandez  
 Jacob Aiden Hernandez  
 Jessica Hernandez  
 Joe Bernardo Hernandez  
 Miranda Isabella Hernandez  
 Sergio Antonio Hernandez  
 Alejandro Abdiel Hernandez Gomez  
 Mariana Arleth Hernandez Martinez  
 Brianna Herrera  
 Devynn Rayvon Higgins  
 Marcellus Lamar Hill  
 Grace Ellen Hinojosa  
 Thomas Henry Hover  
 Galilea Huerta

Alejandro Huerta Trujillo  
 Ian Michael Hughes  
 Dyllan Max-Daniel Hurtt  
 Aaron Dudley Hussey  
 Andrea Ibarra  
 Noah Tau Iosia  
 Bethsabe Jacobo Espino  
 Lucino Jaimes  
 Justin Jara  
 Raymond Sonny Jaramillo  
 Aidan Masai Johnson  
 Amil Naiyre Johnson  
 Dana Corinne Jones  
 Joshua Louis Jordan  
 Merissa Kang  
 Howard Louis Kopecky  
 Marcel Konstanty Kortylewski  
 Evan Timothy Lauder  
 Malachi Racine Lee  
 Sophia Grace Lee  
 Elijah Etienne Leiva  
 Rachel Hannah-Shaw Wei LeMay  
 Brandon Leyba  
 Peien Li  
 Rachel Dana Li  
 Ethan James Limbach  
 Avery Ryan Linder  
 John Kane Lira  
 Lavender Lo  
 Adrian Lopez  
 Anthony Manuel Lopez  
 Jahir Eden Lopez  
 Lusía Lopez

Mirna Janeth Lopez  
 Steven Salvador Lopez  
 Zoila Nineth Lopez  
 Danna Paola Lozano Villa  
 Laura Jiayi Lu  
 MataSauiro Kison Ludwig  
 Kiani-Azul Lepe Lujan  
 Jose Roberto Luna  
 Valeria Esmeralda Luna Gutierrez  
 Lizet Nicol Luna-Lopez  
 Devin Luong  
 Andrew Jedd Gregory Lygre  
 Gizelle Madrigal  
 Max Amir Maiwandi  
 Jose Raul Maldonado  
 Damian Anthony Marrero  
 Darlene Angel Martinez  
 Lindsey Ann Lynett Martinez  
 Raul Leopold Martinez  
 Nahomi Belinda Martinez Duarte  
 Andre Emile Masannat  
 Brooklyn Shea McCrary  
 Erin Frances McDonough  
 Zara Deborah McIntyre  
 Sarah Yvonne McQuilkin  
 Anaiz Medina  
 Lunaly Medina  
 Jiselle Laygo Mejia  
 Jasmine Isabel Mendez  
 Karen Fernanda Mendez  
 Sean Shan Parvez Merchant  
 Leon Matthew Merino  
 Gamaliel Salvador Michel

Gabriel David Miclat  
 Reece Milliken  
 Neaah Mira  
 Abigail Miranda  
 Lydia Farideh Moheb-Reyes  
 Ian Pastor Montalvo  
 Dylan Michael Ramirez Moore  
 Christian Morales  
 Brandyn Kelly Morente  
 Kaylee Christy Morrison  
 Brillana Rose Munoz  
 Emma Grace Nahapetian  
 Ethan Alexander Najera  
 Natalie Elizabeth Nash  
 Jane Lillian Stanley Neuman  
 Haylie Alanis Nuno  
 David Gabriel Olivas  
 Ashley Ramirez Olivero  
 Luis Alfredo Ortega  
 Marco Emiliano Ortega  
 Carlos Allan Bautista Palomo  
 Viviana Nicole Pandurini  
 Devin Marcelius Paton  
 Valeriia Pavlyk  
 Nikolas Adrian Pearson  
 Sergio Eli Pena  
 Isaiah Rafael Perez  
 Lydia Elizabeth Peters  
 Brandon Allen Petersen  
 Deanna Dinh Pham  
 Kaylena Hailey Pham  
 Marissa Hailey Phan  
 Dylan Christopher Polanco

Ricardo Isai Polanco-Serrano  
 Santiago Prada  
 Ethan Leslie Price  
 Prarichat Promjit  
 Abel Ross Prudhomme  
 Michael David Quinones  
 Dalia Quintana Andrade  
 Christopher Daniel Quintanilla  
 Elie Christian Raad  
 Marcus Rahman  
 Isabella Denae Ramirez  
 Sophia Sinclair Ramirez  
 Ramon Ramos  
 Suhyb Saed Ras  
 Merelyn Elizabeth Rauda  
 Tiber Ray  
 Brendan Quinn Reyes  
 Makael Alexander Reynolds  
 Meilena Serae Robertson  
 Katelyn Yadira Robles  
 Areli Rocha  
 Amy Giselle Rodriguez  
 Milla Sunshine Rodriguez  
 Mia Alejandra Rodriguez Lara  
 Massimo Romero  
 Andrew Sebastian Rosales  
 Juan De Dios Rosas  
 Venus Angela Nicole Ruiz  
 Noemi Ruiz Reyes  
 Hector Yahir Ruiz-Arreola  
 Eric Jaelyn Russell  
 Annette Cecilia Saavedra  
 Brenna Ann Sacco

Alexxis Salazar  
 Shannel Nathaly Salinas  
 Jeanna Nicole Salinas Maceo  
 Alexa Sanchez  
 Jose Antonio Sanchez  
 Kimberly Nicole Sanchez  
 Monica Aracely Sanchez  
 Oswaldo Sanchez  
 Sergio Joaquin Sanchez  
 Joselyn Sandoval  
 Daniel Saravia  
 Cailin Beth Schrier  
 Anthony Robert Segura  
 Ernesto Ignacio Segura  
 Leslie Serrano  
 Ava Michelle Shechtman  
 Anthony James Shelton  
 Ertugrul Simsek  
 Rose Mary Sluiter  
 Akil Mekhi Smith  
 Ethan Erik Smith  
 Jordan Talia Alexandra Smith  
 Zachary Len Smith  
 Janice Marie Spaeth  
 Courtney Marie Spilker  
 Jacob Richard Steiner  
 Dylan David Stokes  
 Abigail Kimberly Strain  
 Emerald Su  
 Carmen Bennet Recato Sycip  
 Evelyn Brianna Talavera  
 Lamont Douglas Taylor  
 Porter Cardon Terrill

Nathan Larry Thornton  
Jene Cabal Tinio  
Alina Torres  
Anthony Samuel Torres  
Kaylee Samantha Torres  
Amanda Tovar  
Daphne Angelica Tsirgiotis  
Ken Fu-Guan Tsuo  
Krystal Star Unzueta  
Ashlynn Elizabeth Vales  
Diego Valle  
Katherine Elizabeth Valverde  
Erik Ruben Vargas  
Kaci Bebe Vasquez  
Alan Yovany Vazquez  
Anette Michelle Vazquez  
Kevin Paolo Valdes Veran  
Mariah L Victor  
Manuel Isaac Viramontes  
Leon DeMarco Wade  
Michael Thomas Walker  
Rhianne Isolina Weir  
Kara Alysa White  
Nishan Kwalee White  
Miles Porter Wilson  
Chelsea Roselia Wong  
Cooper Conley Wright  
Jaxon Blaze Wynman-Comas  
Tristin Curtis Yuille  
Kyhilee Rayon Zamora  
Ruth Samair Zanelli  
Hellen Fabiola Zavala  
Bianca Penelope Zerimar

Zining Zhou  
Jack Henderson Zinn  
Grace Nicole Zurick

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 2. 22/23-1126 - CANYON OAKS HIGH SCHOOL 2023 GRADUATES

#### RECOMMENDATION

The Board of Education is requested to approve Canyon Oaks High School students for graduation.

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

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

#### Rationale:

The graduation ceremony reflects the Monrovia Unified School District's goal of increasing and celebrating student achievement. With that in mind, Canyon Oaks High School presents the following list of students for graduation who could be eligible at the time of graduation; final certification of eligibility is contingent upon the successful completion of all required work currently in progress.

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

Costs for the graduation ceremony are covered within current budget allocations.

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2023 Canyon Oaks High School graduates is attached.

## ATTACHMENTS

- [COHS\\_2023\\_Graduates.docx\\_-\\_Google\\_Docs.pdf](#)



Canyon Oaks High School  
List of Graduates  
Class of 2023

Yosselyn Aguilar  
Angel Arellano  
Chris Cabrera  
Israel Canche  
Devin Carter  
Jane Cordova  
Gabriel Draper  
Alanna Gamboa  
Fabian Gonzalez  
Juan Gonzalez  
Jaycee Christopher Hildebrand  
Jadyn King  
Tatiana Leon  
Alfredo Morales  
Andrew Ortega  
Teresa Ortiz  
Alexis Perales  
Mark Pierson  
Alexander Pimienta  
Joshua Rizo Galan  
Joey Romero  
Antony Ruiz Vasquez  
Adrian Soriano  
Levi Taneyhill  
Elias Trejo  
Bryan Villagrana

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 3. 22/23-1127 - MOUNTAIN PARK SCHOOL 2023 GRADUATES

#### RECOMMENDATION

The Board of Education is requested to approve Mountain Park School students for graduation.

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

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

#### Rationale:

The graduation ceremony reflects the Monrovia Unified School District's goal of increasing and celebrating student achievement. With that in mind, Mountain Park School presents the following list of students for graduation who could be eligible at the time of graduation; final certification of eligibility is contingent upon the successful completion of all required work currently in progress.

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

Costs for the graduation ceremony are covered within current budget allocations.

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2023 Mountain Park School graduates is attached.

## ATTACHMENTS

- [MPS 2023 Graduates.docx - Google Docs.pdf](#)

Mountain Park School  
List of Graduates  
Class of 2023

Chloe Campagna  
Brianna Campbell  
Emma Ciszewski  
Camden Conklin  
Karlo Diaz  
Kiera Easley  
Landon Escoto  
Carlos Hernandez  
Titus Kirton  
Liliana Lozoya  
Emily Magallanes  
Juan Martinez Jimenez  
Andrea Morales  
Christopher Morales  
Ahlaysia Owney  
Brock Reinhard  
Gavin Ridenour  
Virgil Rojo  
Jesse Rosas  
Autumn Rosedale  
Jesus Sapien  
Fernando Tellez  
Nathan Thornton  
Francis Tuite  
Sammy Venancio  
Olivia Villagomez

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 4. 22/23-1028 - MONROVIA COMMUNITY ADULT SCHOOL 2023 GRADUATES

#### RECOMMENDATION

The Board of Education is requested to approve Monrovia Community Adult School students for graduation.

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

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

#### Rationale:

The graduation ceremony reflects the Monrovia Unified School District goal of increasing and celebrating student achievement. In order to receive a high school diploma, eligible students must be officially approved by the Board of Education. The list of students includes all graduates who could be eligible at the time of graduation; final certification of eligibility is contingent upon successful completion of all required work currently in progress.

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

All costs associated with graduation are covered within current budget allocations.

#### Legal References:

Education Code Sections 52507 and 51412; Board Policy 5127, and the Adult Education Handbook for California.

#### Additional Information:

A list of the 2023 Monrovia Community Adult School graduates is attached.

## ATTACHMENTS

- [MCAS 2023 Graduates.docx.pdf](#)

Monrovia Community Adult School  
List of Graduates  
Class of 2023

Selena Rose Alvarez

Daniel Joseph Perun

Natalia Martha Antillon-Powers

Alissa Belen Ramirez

Prita K Averett

Mariela Ramos

Juan Carlos Cervantes Zuleta

Erica Marlene Reaza

Yuliana Contreras

Marianna Isabel Salas

Jennifer Grace Cruz Bonilla

Caroline Ruth Segura Diaz

Daniel William Dowell

Christopher Lee Stanton

Michael A Ewing

Manuel Torrez

Hugo Fernandez

Michael Alexander Tuite

Samuel Ricardo Fredrick Jr.

Ryan Tuite

Richard Anselmo Gonzalez

Ryan Caleb Walsh

Oscar Guevara-Romero

Deisy Gutierrez

Armando Fabian Hernandez

Hector Javier Moreno

Miranda Nikole Kunstt-Moulton

Eric James Milino

Isabella Nichole Milino

Jesse Millan

Amber Angel Paredes

Jacob Samuel Peterson

Sonya V Perry

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 5. 22/23-2161 - CONSULTING SERVICES AGREEMENT WITH EIDE BAILLY, LLP

#### RECOMMENDATION

The Board of Education is requested to ratify a consultant services agreement with Eide Bailly, LLP.

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

#### Rationale:

The District requires the services of Eide Bailly LLP, CPA firm, to assist with completing the estimated actuals for 2022-2023 and the 2023-2024 budget. As required by Education Codes 42103 and 52062, the District will hold public hearings and adoptions of the LCAP and the Budget of the District for the year ending June 30, 2024, to adopt the 2023-2024 budget. The utilization of the services will be to ensure the public hearing and adoptions are met.

#### Background:

Eide Bailly, LLP is a CPA and consulting firm working with school districts in California, including Los Angeles County. They have extensive experience working with school districts and county offices of education and are familiar with the Los Angeles County budgetary software system.

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

The cost of the services is determined by the number of hours required to complete the budget and estimated actuals. The cost will be up to \$30,000 from 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 consulting services agreement is attached.

## ATTACHMENTS

- [BA Item 2161\(b\) Consulting Services Agreement with Eide Bailly 5-24-23.pdf](#)



April 27, 2023  
Updated May 12, 2023

Ms. Jessica M. Garcia  
Assistant Superintendent Business Services  
Monrovia Unified School District  
325 E Huntington Drive  
Monrovia, CA 91016

Dear Assistant Superintendent Garcia:

Thank you for your interest in contracting with our firm for non-audit services. This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and Monrovia Unified School District.

#### **Scope of Engagement**

We will provide consulting services per your request to assist the business office. The most common ways we assist Districts is to assist in the completion of the required forms for federal and state financial reporting, program compliance, accounting for restricted programs, construction/fixed assets, cash flow, multi-year projections, collective bargaining negotiations, charter school oversight, and general business staff training.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Monrovia Unified School District.

### Timeline

We will begin our procedures upon acceptance of this engagement agreement. We would expect to have our work completed, May 15, 2023, through June 30, 2024, upon receipt of all required data. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

### Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

<b>Eide Bailly Staff</b>	<b>Hourly Fees</b>
Partner / Principal	\$350
Senior Manager / Director	\$325
Consultant / Manager / Consulting Manager	\$280
Senior Associate	\$250
Associate	\$200
Paraprofessional (administration)	\$180

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed, you will be billed for services to the date of termination. All bills are payable upon receipt. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Monrovia Unified School District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.



- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

## **MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in San Bernardino County, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

## **LIMITED INDEMNITY**

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

## **LIMITATION OF LIABILITY**

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

## **TIME LIMITATION**

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the engagement. The Limitation Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of a possible dispute.

## GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

## ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Caroline A. Larson  
Partner

## RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Monrovia Unified School District by:

Name & Signature:  \_\_\_\_\_  
Ryan D. Smith

Title: Superintendent

Date: 5/16/2023

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 6. 22/23-2162 - ROOF REPAIR AND RESTORATION BID AND CONTRACT AWARD

## RECOMMENDATION

The Board of Education is requested to approve the acceptance of bid results and award of contract to Best Contracting Services Inc. for \$3,327,663 to repair and restore existing roofs at Clifton Middle School and Wild Rose Elementary School sites.

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

## Rationale:

As part of the passage of the Measure MM Bond, the District will use some of these funds to improve and restore the facilities within the District. Clifton Middle School and Wild Rose Elementary School sites have been identified as priority projects for roofing repair for the summer of 2023. Best Contracting Service Inc. is a certified applicator of Tremco Roof and Restoration System products. The contractor will utilize and install District pre-purchased Tremco Roof Repair and Restoration System products to complete the job scope. The contractor possesses the required Class C-39 Roofing Contractor License and has over ten (10) years of experience installing Tremco Roof Repair and Restorations System products. The new roof systems for the applicable sites will have an Underwriter Laboratories (UL) Class A fire rating and meet Title 24 requirements for solar reflectance and thermal emittance. The roof repair and restoration work will have a twenty (20) year warranty.

## Background:

Notice of invitation to bid was issued on April 17, 2023, using the District vendor Quality Bidder online platform. The job walk was conducted for both sites on May 2, 2023, with the prospective bidders. In accordance with California Public Contract Code 20111.5, prospective bidders were required to complete and submit prequalification documents with the District's vendor Quality Bidder on May 8, 2023, in order to pre-qualify as prospective bidders prior to the bid submission deadline of May 19, 2023, at 3 pm. Three (3) responsive and responsible bids were received.

## Budget Implication (\$ Amount):

The approximate combined total cost of roof repair and restoration service for Clifton Middle School and Wild Rose Elementary School sites is \$3,327,663, including a contingency.

## Legal References:

Public Contract Code 20111 requires that construction projects exceeding \$15,000 be subject to public bid. Education Code 17504 states that a contract and/or agreement is not valid until approved by the Board of Education.

**Additional Information:**

The contract, official bid results, prequalification summary, and Tremco Certified Applicator letter are attached.

**ATTACHMENTS**

- [BA Item 2162\(b\) Roof Repair and Restoration Bid and Contract Award 5-24-23.pdf](#)

## **AGREEMENT FORM**

**THIS AGREEMENT**, entered into this 24<sup>th</sup> day of May, 2023 in the County of Los Angeles of the State of California, by and between the MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and BEST CONTRACTING SERVICES INC., hereinafter called the "CONTRACTOR". CONTRACTOR acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. CONTRACTOR shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. CONTRACTOR shall cooperate with the DISTRICT and provide any requested information or documents as requested by the DISTRICT to comply with the CUPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

**WITNESSETH** that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Roofing Project at Clifton Middle School and Wild Rose School of Arts ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the Contract Documents and the CONTRACTOR protests, in accordance with the Contract Documents, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a Notice to Proceed, the CONTRACTOR shall reach Substantial Completion (See Article 1.1.46) of the Work within forty-nine (49) calendar days from the Project start date shown in the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

CONTRACTOR has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, CONTRACTOR has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the DISTRICT desires to postpone giving the Notice to Proceed beyond this ninety(90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the Notice to Proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICTS' postponement of giving the Notice to Proceed.



If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT'S Notice of Postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of Notification of Postponement. Should the CONTRACTOR terminate the Contract as a result of a Notice of Postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the DISTRICT) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the Contract (See Article 9.6 and 2.2 of the General Conditions).

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to the CONTRATOR as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of THREE MILLION THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY THREE DOLLARS (\$3,327,663.00) said sum being the total amount stipulated in the Bid CONTRACTOR submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a Change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the CONTRACTOR failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the DISTRICT for any penalties assessed against the DISTRICT arising from any failure by the CONTRACTOR or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the CONTRACTOR or any Subcontractor to be liable to the DISTRICT or indemnify the DISTRICT for any penalties caused by the DISTRICT in accordance with Labor Code section 1773.3 (g).

CONTRACTOR at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in 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 the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Notice Inviting Bids  
Instructions to Bidders  
Designation of Subcontractors  
Non-Collusion Declaration  
Bid Guarantee Form  
Bid Bond  
Bid Form  
Contractor's Certificate Regarding Worker's Compensation  
Acknowledgment of Bidding Practices Regarding Indemnity  
DVBE Participation Statement and Close-Out Forms  
Agreement Form  
Payment Bond  
Performance Bond  
Guarantee  
Escrow Agreement for Security Deposit In Lieu of Retention  
Workers' Compensation/Employers Liability Endorsement  
General Liability Endorsement  
Automobile Liability Endorsement  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol and Tobacco  
Iran Contracting Act Certification Form  
Contractor's Certificate Regarding Background Checks  
General Conditions  
Supplementary and Special Conditions  
Specifications  
Technical Specification-Hazardous Materials Removal/Impact  
All Addenda as Issued  
Drawings/Plans  
Substitution Request Form  
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also



available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The CONTRACTOR must possess throughout the Project a Class C-39 Roofing Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Monrovia Unified School District

CONTRACTOR:

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

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**Team: Mark Bandini, Parker Smart**  
**Roofing Division, Tremco Incorporated**  
3060 E. 44<sup>th</sup> Street, Vernon, CA. 90058  
[www.tremcoroofing.com](http://www.tremcoroofing.com)



Cell: 909.800.0502  
323-400-7724

Email: [mbanidni@tremcoinc.com](mailto:mbanidni@tremcoinc.com)  
[psmart@tremcoinc.com](mailto:psmart@tremcoinc.com)

May 13, 2023

To: Jim Adib  
Best Contracting Services Inc.  
10927 S. Hamilton Avenue  
Gardena, CA 90248

Re: Roof System Submittal Letter  
Monrovia Unified School District  
Bid P23-201

Mr. Adib:

This letter, and included documentation, will serve to complete the submittal requirements for the new SBS modified bitumen roof system & Polyurethane Restoration system over the schools listed in bid package P23-201 in the Monrovia Unified School District.

✓ Best Contracting Services Inc. is a Certified Applicator approved by Tremco to install Tremco Roofing and Restoration Systems for over ten years.

✓ Tremco certifies that the proposed products are physically and chemically compatible and will form a high-quality roof system.

✓ The new roof system has a UL Class A fire rating.

✓ Tremco certifies that the proposed new roof system meets the Title 24 requirements for solar reflectance and thermal emittance.

✓ The new roof system qualifies for the specified 20 year QA warranty which includes inspections and housekeeping.

✓ All work will be inspected by Tremco employees to verify the installation meets specification requirements.

We at Tremco, Inc. look forward to assisting Best Contracting Services Inc. in providing the highest quality new roof system for Monrovia Unified School District.

Sincerely,

*Mark Bandini*



Welcome Ricardo Harris

Log Out

Version 1.21  
Powered by COLBI

- Pre-Qualification Apps
- CUPCCAA Apps
- Dashboards
- Reports
- Admin
- My Account

Contractor Pre-Qualification Questionnaire

- Step 1 Pre-Qualification
- Step 2 General Requirements
- Step 3 History and Performance
- Step 4 Recent Construction Projects
- Step 5 Finish

\* Indicates that information is required

Finish

Questionnaire Summary

Application ID: 498759  
Applicant: Best Contracting Services, Inc.  
Contact Person: Myrtis Guballa  
Phone Number: 310-328-6969 x210  
Email address: estimating@bestcontracting.com  
Bonding Capacity: \$200,000,000  
Min. Gross Revenue: \$85,586,910  
Max. Gross Revenue: \$166,522,648  
Avg. Gross Revenue: \$135,421,882

Project Summary			
Type	Total	Avg. Project Value	
Public Education	7	\$3,192,622	
Private	2	\$2,988,974	

Scoring

Qualification

Has any contractor's license held by your firm, or its responsible managing employee ("RME") or responsible managing officer ("RMO") been suspended or revoked at any time in the last five years?

Possible	Actual	Adjusted	Final
5	5	0	5

Business Information

Has your firm or any firm with which any of your company's owners, partners or members was associated, ever been disbarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Possible	Actual	Adjusted	Final
5	5	0	5



Has your firm ever been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Has any claim against your firm concerning your firm's work on a Construction project ever been filed in court or arbitration?

Has your firm ever filed a claim in court or arbitration against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Has your firm had a contract for a public work of improvement that was terminated for cause by a public agency? Note: you need not answer yes if the public entity terminated the contract for convenience.

Has your firm or any of its owners, partners or members ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Has your firm or any of its owners, partners or members ever been convicted of a crime involving any federal, state, or local law related to construction?

Has your firm or any of its owners, partners or members ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Within the last five years, has your firm been denied bond coverage by a surety company, or has there been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Within the last five years has there been a period when your firm had employees but was without workers compensation insurance or state-approved self-insurance? If No, please upload a statement by your current workers compensation insurance carrier that verifies periods of workers compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, upload a statement by your workers compensation insurance carrier verifying continuous workers compensation insurance coverage for the period that your firm has been in the construction business.)

5	5	0	5
5	5	0	5
5	5	0	5
5	5	0	5
5	5	0	5
5	5	0	5

### Company History

How many years has your organization been in business in California as a contractor under your present business name and license number?

Is your firm currently the debtor in a bankruptcy case? If so, please upload a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed

Was your firm in bankruptcy at any time during the last five years? If so, please upload a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and please attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued

Possible	Actual	Adjusted	Final
5	5	0	5
5	5	0	5
5	5	0	5

### Disputes

At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Possible	Actual	Adjusted	Final
5	5	0	5

In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Possible 5 Actual 5 Adjusted 0 Final 5

In the last three years has your firm held a public works contract on which more than three (3) stop payment notices were served against your firm?

Possible 5 Actual 5 Adjusted 0 Final 5

Did any Stop Payment Notice result in a claim against your Payment Bond?

Possible 5 Actual 5 Adjusted 0 Final 5

### Bonding

Was your firm required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years?

Possible 5 Actual 5 Adjusted 0 Final 5

### Compliance

Has CAL OSHA cited and assessed penalties against your firm for any serious, willful or repeat violations of its safety or health regulations in the past five years?

Possible 5 Actual 5 Adjusted 0 Final 5

Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Possible 5 Actual 5 Adjusted 0 Final 5

Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

Possible 5 Actual 5 Adjusted 0 Final 5

How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Possible 5 Actual 5 Adjusted 0 Final 5

List your firm's Experience Modification Rate (EMR) (California workers compensation insurance) for each of the past three premium years. Press the 'Add EMR Rate' button to add each year and rate.

Possible 5 Actual 5 Adjusted 0 Final 5

Has there been an occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws? NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor

Possible 5 Actual 5 Adjusted 0 Final 5

During the last five years, has there been an occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Possible 5 Actual 5 Adjusted 0 Final 5

Number of apprenticeship law violations

Possible 5 Actual 5 Adjusted 0 Final 5

Score : 100% (75% required to pass)

Totals 135 135 0 135

### Application Event History

Event Date	Action By	Event	Comments Sent to Contractor
04/20/2023	Myris Guballa	SUBMITTED	
04/24/2023	Monrovia Unified SD QualityBidders	READY FOR APPROVAL	



### Showing 1 to 3 of 3 entries

### Financial Review

Avg. Public Education Projects (#1)		Largest Public Education Project		
\$3,192,622		\$6,333,752		
Current Assets	Current Liabilities	Working Capital (#2)		
\$65,726,359	—	\$41,448,542	=	\$24,277,817
Total Assets	Total Liabilities	Net Worth (#3)		
\$79,229,086	—	\$53,698,468	=	\$25,530,618
Most Recent Gross Revenue	Two Years Prior Gross Revenue	Growth Rate		
\$156,113,934	÷	\$144,623,073	=	8%
Proposed Limit	Proposed limits are based upon the larger of #1, #2, or #3 then multiplied by Growth Rate, only if Working Capital and Net Worth are positive. Otherwise, use Average Public Education Projects (#1) with NO Growth Rate factor. Certified Small Business Proposed Limit is calculated by Average Public Education Projects (#1) multiplied by Growth Rate.			
\$27,573,067				
Financial Notes				
*PROPOSED LIMIT IS PER FORMULA. EXCEEDS THE LARGEST REFERENCED PUBLIC EDUCATION PROJECT AT \$6,333,752				
Positive Growth Rate since 2019.				

### Application Approval

Approval Limit \* \$ ☐ Not Applicable

Comment or provide the reason for rejection or return(will be sent as part of approval/rejection email)

QB Application Notes

Date/Reviewer(s): 04/24/2023 MT

STEP 1

**Contractor Information**

Name variance per CSLB - Nothing to Report  
CSLB license is valid. Expires: 05/31/2024  
CSLB: complaints, disciplinary actions, suspensions/pending suspensions - Nothing to Report  
License classifications - Nothing to Report

Business Certification - Nothing to Report

**Qualification**

Liability Insurance - Nothing to Report  
DIR expiration - Nothing to Report

**STEP 2**

**Business Structure**

Corporation since 09/17/1982 in CA PER CSLB Issue Date: 05/07/1984

**Business Information**

Small Business/Financial Statements - See Financial Review/Notes above  
Claims/Faults/Crimes - Nothing to Report  
Workers Compensation - Nothing to Report

**STEP 3**

**Company History**

Ownership change - Nothing to Report  
Subsidiary, parent, holding company, affiliate - Nothing to Report  
Connection to other construction firms - "Mojji Tabazadeh, President of Best Contracting Services, Inc. is the RMO of Patriot Contracting since November 26, 2012 until present."  
Applicant did not provide COMPLETE connection to other licenses - QB verified through CSLB  
Licensed With SEAN TABAZADEH  
Status Inactive  
Licensed With PATRIOT CONTRACTING INC  
Status Active  
Bankruptcy - Nothing to Report

**Licenses**

Name of qualifying individual - Sean Tabazadeh, CEO/Secretary A, B, C17, C39, C43  
Names/license number change - Nothing to Report  
Owner, partner, member, officer connection to other - "Mojji Tabazadeh, President of Best Contracting Services, Inc. is the RMO of Patriot Contracting since November 26, 2012 until present."

Disputes - Nothing to Report

**Bonding**

Maximum bonding capacity - \$200,000,000  
Premium more than 1% for performance and payment bond - Nothing to Report  
All other sureties and years -  
The Guarantee Company of North America USA  
1800 Sutter Street, Suite 880  
Concord, CA 94520  
(Bonds issued from July 2007 through September 2016)

**Compliance**

Violations/Penalties - Nothing to report  
EMR Rates - Nothing to Report

**STEP 4**

Project Change Order Rate over 10% - Nothing to Report

Project Interviews

1. Claremont USD Wide Roofing: PASSED (Scored 100/100 = 100%), QB/MT
2. Murrieta Valley USD - Various Sites: PASSED (Score: 93/100 = 93%) QB/MT
3. Highgrove Elementary School New Building & Modernization: PASSED (Scored 108/120 = 90%) LHM/QB
4. Pacoima Middle School Roof: PASSED (Scored 118/120 = 98%) LHM/QB
5. Mt Diablo USD Various Sites: PASSED (Scored 110/110 = 100%), LHM/QB

Client Notes

Client Documents

ADD CLIENT DOCUMENT

Ready for Approval - Monrovia Unified SD Quality Bidders (04/24/2023)

< Back

Save



TABULATION OF BIDS  
TITLE: ROOF BID P23-201 CLIFTON & WILDROSE SITE

Schedule No. - TBD  
Contract No. - TBD

Advertised : QUALITY BIDDER ONLINE PLATFORM - Yes  
Bids Due: 15 MAY 23@ 3 p.m.

Bid								
Contractor		Base Bid	Alternate #1 Descrip	Bid Bond Included	Acknowledge Addendum #1-3	Pre- Qualification	Non Collusion	W-9
A	BEST	\$3,327,663.00	N/A	YES	YES	YES	YES	YES
B	COMMERCIAL	\$3,369,971.00	N/A	YES	YES	YES	YES	YES
C	LETNER	\$4,368,600.00	N/A	YES	YES	YES	YES	YES
D								
E								
F								
G								
H								
I								
J								
K								
L								
M								
N								

Addendas Issued:  
Bidders Solicited:  
Bids Received:  
Bids Rejected:  
Bids Non-Responsive:

Recorded by: \_\_\_\_\_

TABULATION OF BIDS FOR  
Parking Lot Improvements, Lots D & E, LAC

Schedule No. C0293B  
Contract No.

Bids Due: June 10, 2002 @ 10:00 a.m.

Contractor	Bid						
	Base Bid	Alternate #1 Parking Lots D & E	Bid Bond Included	Addenda Acknowledged		Qualifications	Non Collusion
				Addendum #1	Addendum #2		
AESCO							
Allied Paving Co.							
Asphalt Care							
J.B. Bostick							
Commercial Paving & Coating							
Construction Systems							
QCM Construction, Inc.							
Excel Paving							
Fleming Environmental							
E.A Mendoza Contracting							
Mission Paving & Sealing Inc.							
Premier Paving Inc.							
R.E.O Inc.							
T.K. Engineering Co.							
Terra Pave, Inc.							

Addendas Issued:  
Bidders Solicited:  
Bids Received:  
Bids Rejected:  
Bids Non-Responsive

Recorded by: \_\_\_\_\_

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 7. 22/23-3102 APPROVAL OF JOB DESCRIPTION, SPECIAL EDUCATION COORDINATOR

#### RECOMMENDATION

The Board of Education is requested to approve a new job description - Special Education Coordinator.

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

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

#### Rationale:

It is recommended that the Board approve the new job description, Special Education Coordinator.

#### Background:

Under the direction of the Executive Director of Special Education, the Special Education Coordinator is responsible for assisting in the planning, implementation, administration, and maintenance of assigned special education programs; serving as a resource on special education curriculum and program operations to school personnel, and assisting in maintaining staffing to ensure that the program objectives are achieved within budget and in compliance with state and federal Special Education laws and regulations.

#### ATTACHMENTS

- [Special Education Coordinator 5\\_24\\_2023.pdf](#)

## MONROVIA UNIFIED SCHOOL DISTRICT

### JOB TITLE: SPECIAL EDUCATION COORDINATOR

DIVISION: Certificated

REPORTS TO: Executive Director of Special Ed.

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The Monrovia Unified School District exists to provide all students with an exceptional education, ensuring all graduate fully prepared for college, career, and life. We are looking to add talented, dedicated people to help accomplish that mission at every level of education. Every position has an important role in our district family, and we are excited to grow that family to better serve our students.

#### BRIEF DESCRIPTION OF POSITION

The Special Education Coordinator is responsible for assisting in the planning, implementation, administration, and maintenance of assigned special education programs; serving as a resource on special education curriculum and program operations to school personnel; and assisting in maintaining staffing to ensure that the program objectives are achieved within budget.

#### DISTINGUISHING CHARACTERISTICS:

The position of Special Education Coordinator provides support and technical assistance in the areas of special education leadership, program development, school wide change, school culture and professional learning community development as well as other duties assigned. The position is under the general supervision of the Executive Director of Special Education. The position supervises teachers, instructional aides, and related clerical and professional staff. This position is designated as a certificated management position.

#### ESSENTIAL RESPONSIBILITIES:

- Administer special education program functions and activities to ensure efficient program operations.
- Collaborate with Director to develop long- and short-range plans, programs, and annual budget for the purpose of ensuring that resources are effectively utilized.
- Facilitate communication between personnel, students, and/or parents for the purpose of evaluating situations, solving problems, and/or resolving conflicts.
- Collaborate with others (e.g., county office personnel, district personnel, community organizations, etc.) for the purpose of implementing and maintaining services and/or programs.
- Advise and collaborate with program specialists as they support special education staff in the areas of behavior/classroom management, curriculum, case management, IEP development, etc.
- Coordinate assessment of school and staff professional development needs.

- Provide ongoing consultation, training, and guidance to program specialists on research-based methodologies and materials that support inclusion and improve the educational progress of all students.
- Coordinate development and adoption of curriculum for the regular and extended school year.
- Coordinate planning and implementation of workshops and in-service programs for parents, teachers, special education staff and paraprofessionals.
- Develop methods for collecting and analyzing data to inform improved instruction.
- Develop protocols for classroom walk-throughs and feedback to improve instructional delivery.
- Coordinate placement of students in non-public schools and provision of services through non-public agencies.
- Serve as a resource and liaison to IEP teams regarding placement and programming considerations and ensure services and placement in the least restrictive environment.
- Consult with principal and other site administrators related to special education services and needs at their schools.
- Facilitate IEP meetings in unique and difficult cases to assure appropriate services and programs are provided in the least restrictive environment and that the district is in compliance with all relevant laws and regulations.
- Serve on District and SELPA committees to address a variety of needs such as curriculum development, exit criteria.
- Maintain, organize and prepare a variety of records, reports and correspondence as required.
- Provide input for budget planning for special education program and services as requested.
- Participate in the selection, evaluation, and supervision of Special Education staff as appropriate.
- Perform other related duties assigned by the Director of Special Education.

#### KNOWLEDGE AND ABILITIES:

- Has the talent to (a) envision world-class schools; (b) communicate that vision; and (c) lead others to make that vision a reality.
- Applicable laws, codes, and regulations, including California Education Code, California Administrative Code, Individuals with Disabilities Education Act, Federal and State program regulations, and policies that apply to the management and administration of State-funded extended learning programs.
- Effective communication; interpersonal skills using tact, patience, and courtesy; human relations strategies, methods, and techniques.
- Best practices in collaborating with staff and the ability to support all stakeholders.
- Promoting positive relationships between the School Board and employees for the benefit of arts instructional programs for students.
- Has knowledge of personnel and budget management principles, procedures, and strategies.
- Has knowledge of principles and methods of program planning, including program review and the development and evaluation of student learning, service area, or program learning outcomes.

### EDUCATION/EXPERIENCE:

- Equivalent to completion of a Bachelor of Arts or higher Degree from an accredited college or university.
- The candidate for this position must possess a valid California credential authorizing special education, speech-language pathology, or school psychology; five years of successful experience working with students with positive behavioral programming and/or programs for students with autism, low incidence disabilities, moderate/severe disabilities, and serious emotional disturbances.
- Experience working at a school district is preferred.

### TERM OF ASSIGNMENT

- Full time – 197 days
- \$108,490 - \$115,335

### ABILITY TO

- Work collaboratively with the Executive Director of Special Education and staff to establish and reach clear goals and objectives.
- Assume responsibility for supervising program components and site personnel.
- Learn, organize work, understand, and apply rules, regulations, procedures, policies, and professional expectancies.
- Learn and utilize the basic methods and procedures used in instruction.
- Perform various clerical duties and perform record-keeping tasks in a timely manner.
- Utilize current technology tools and related equipment.
- Understand and carry out written and oral instructions.
- Establish, promote, and maintain effective working relationships.

### ENVIRONMENT:

- Office environment. Constant interruptions.
- Driving a vehicle to District sites to conduct work.
- Indoors and outdoors, with mild to moderate levels of noise.
- Multiple sites across Monrovia USD.

### OTHER CHARACTERISTICS:

- Willing to work irregular hours/days, including evenings, weekends, and on-call for emergencies.
- Willing to travel locally.
- Willing to work at any school location as assigned.

### PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.

- Mental ability and knowledge required to interpret and implement policies, rules, and regulations and make determinations relative to the effective performance of the essential responsibilities of the position.

- Ability to sit or stand for extended periods.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.
- Ability to bend, reach, and have mobility sufficient to circulate freely around campus.
- This position may require occasional pushing and/or pulling of equipment; manual dexterity; frequent stooping, sitting, bending, walking, standing, climbing, and/or reaching; the ability to hear and see; lift and carry 25 lbs.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

GENERAL CERTIFICATES, LICENSES, AND REGISTRATIONS:

Appropriate credentialing as required by the State of California.

California Driver's License.

Computer skills in Microsoft Office and Google platform.

SUBJECT TO BOARD APPROVAL: May 25, 2023.

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 8. 22/23-3103 - APPROVAL OF CERTIFICATED JOB DESCRIPTION, COORDINATOR OF ATHLETICS AND STUDENT SUPPORT SERVICES

#### RECOMMENDATION

The Board of Education is requested to approve the creation of a new certificated position, Coordinator of Athletics and Student Support Services.

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

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

#### Rationale:

It is recommended that the Board approve the new job description, Coordinator of Athletics and Student Support Services.

#### Background:

Under the supervision of the High School Principal, plans, organizes, manages, and implements a comprehensive athletics program at the site, including processing all hiring and evaluation documents for all extra-curricular coaches, organizing professional development for all extra-curricular coaches, coordinating all athletic events and acting as the liaison to the athletic program. Performs a variety of specialized duties in the development and implementation of designated student support services and functions of a comprehensive positive behavior program for students; consults with students, parents, and school personnel; administers and provides leadership for assigned site programs in alignment with MUSD student support services programs and initiatives. The Coordinator of Athletics and Student Support Services provides administration support with staff evaluations, disciplinary matters, risk-management, and general athletic and academic program leadership.

## ATTACHMENTS

- [Coordinator of Athletics and SS Services.pdf](#)



## MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: COORDINATOR OF ATHLETICS AND STUDENT SUPPORT SERVICES

DIVISION: Certificated

REPORTS TO: High School Principal

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The Monrovia Unified School District exists to provide all students with an exceptional education, ensuring all graduate fully prepared for college, career, and life. We are looking to add talented, dedicated people to help accomplish that mission at every level of education. Every position has an important role in our district family, and we are excited to grow that family to better serve our students.

### BRIEF DESCRIPTION OF POSITION

Under the direction of, and reporting to the High School Principal, the Coordinator of Athletics and Student Support Services shall assist in all aspects of the management and operation of the high school. The Coordinator of Athletics and Student Support Services is responsible for student support services (school-positive behavior/discipline). The Coordinator of Athletics and Student Support Services is expected to maintain a safe, caring, student-centered environment that promotes high academic and ethical standards among students and staff. The Coordinator of Athletics and Student Support Services shall supervise and assist athletic coaches in the coordination of all athletic activities; schedule and coordinate athletic programs and events on campus; serve as the liaison between the school, Human Resources Dept., parents, students, and outside agencies; supervise and evaluate the performance of coaches and individual sports programs; assume responsibility for student discipline; supervise students during school and extracurricular activities; collaborates with the MUSD Middle School and Elementary School Athletics programs to ensure safe and engaging pathways to the MHS athletic program; advise students in a variety of areas; and perform related work as required.

### DISTINGUISHING CHARACTERISTICS:

The Coordinator of Athletics and Student Support Services communicates regularly with the immediate supervisor regarding site plans and activities; follows established procedures when reporting unusual situations and/or incidents; ensures program meets expected outcomes; manages program components and provides daily supervision of site-based personnel/coaches; provides assigned staff with appropriate and consistent schedule of events; provides organized, comprehensive age and/or grade level appropriate activities; establishes schedule of assigned staff to ensure adequate supervision; maintains accurate record of staff daily attendance and punctuality; collects and turns in appropriate fees; maintains accurate records of student attendance; maintains records and submits reports, such as rosters, athletic and coach clearances; maintains equipment inventory; orders new and reconditions serviceable equipment; registration and records on a timely basis; attends and participates in required meetings; ensures respectful use of and maintains physical space used by staff and students; plans

and implements staff site meetings; maintains collaborative work environment with assigned site principal or designee; maintains a self-sustaining program by planning, organizing and implementing events such as staff and coach trainings; parent informational meetings; data related to student discipline and absenteeism; athletics transportation; field and facility oversight/maintenance/repairs develops a comprehensive nutrition plan in accordance with suggested guidelines; and infuses appropriate curriculum into program to ensure growth of students.

### ESSENTIAL RESPONSIBILITIES:

**Athletic Director, Essential Responsibilities** of this position, which may change or evolve in the future, are, but are not limited to, the following:

- Oversees the coordination and day-to-day operations of the athletic program at the site.
- Schedule and coordinate athletic practices and events are filed in a timely fashion utilizing the District's facility request procedures.
- Ensure that all transportation requests for all athletic events are filed in a timely fashion utilizing the District's transportation request procedures.
- File appropriate maintenance requests in a timely fashion utilizing the District's maintenance work request procedures. Ensure that District facilities are in suitable condition for scheduled athletic practices and events.
- Attend scheduled athletic events; supervise coaches, athletic staff, and spectators during events; coordinate and supervise staff during hosted events (e.g., tournaments, workshops, training).
- Ensure that contracts for service (e.g., officiating, tournaments, equipment purchasing and refurbishment, etc.) are executed in a timely fashion.
- Ensure that staff members are scheduled for game management (e.g., officials, timers, announcers, supervisory staff, safety staff).
- Maintain schedule of required training for coaching staff including CIF (California Interscholastic Federation) and PCA (Positive Coaching Alliance); ensure that coaches are appropriately certified and meet requirements per board policies, athletic handbook, Title IX requirements, CA, Education Code (including 49475), CIF bylaws, and League rules.
- Attend all League and California Interscholastic Federation meetings as required; represent the school and the District appropriately at aforementioned meetings
- Confer with the principal to report on athletic matters, to communicate successes and problems, to achieve perspective on the relationship of the athletic program to the total educational program, and to establish school site guidelines or procedures on matters of official action.
- Ensure that student eligibility lists are up to date; ensure that all eligibility rules are followed for every student-athlete.
- Works with Human Resources Department to hire, clear, and maintain up-to-date coaching certifications for all coaches.

- Collaborate with the Associated Student Body team to clear all athletic fundraisers, and payment of vendors and maintain transparent athletic fund management through ASB.
- Responsible for effective communications and involvement with students, faculty, parents, booster groups, and other interested constituencies of the school in matters relating to athletics.
- Collaborate with middle school and elementary school administration and ADs to ensure safe and engaging athletic program pathways for the students of MUSD (Monrovia Elementary Olympics/MS Sports/Village Programs).
- Evaluate the Athletic Program on a continual basis and formally evaluate each head coach and sport at the conclusion of the sports season and instruct and monitor head coaches in the formal evaluation of assistant coaches.
- Responsible for the administration of funds that have been allocated to athletics, including budgets, ticket sales, fundraising, and fees.

**Student Support Services Essential Responsibilities** of this position, which may change or evolve in the future, are, but are not limited to, the following:

- Establishes and enforces a positive behavior and discipline program and policies and procedures in accordance with district, state, and federal regulations.
- Leads schoolwide efforts for implementation of MTSS/PBIS under the direction of the principal.
- Maintains detailed data related to student attendance and positively engages families when chronic absenteeism becomes a concern, via a positive attendance practice and the SART/SARB process.
- Supervises attendance accounting and handles problems related to truancy.
- Coordinates all pupil personnel services.
- Keeps accurate records.
- Coordinates teacher supervision of campus.
- Evaluation of student support service personnel.
- Participates in curriculum planning and development.
- Consults with counselors, school nurse, and district psychologist concerning the needs of pupils.
- Serves as an administrator in charge of the school in the absence of the principal and assistant principals.

### **General Functions**

- Supervise extra-curricular activities; supervise students during lunch, both in the office and on the grounds
- Process referrals related to behavior modification and attendance of students; assist with making parental contacts concerning absences of students; conference with students and/or parents relative to referrals; emphasize behavior modification in contacts with students; inform staff members of disciplinary actions, behavior modification plans and progress related to referred students
- Explain to pupils and their parents School District policies and procedures regarding discipline, attendance, and school rules and regulations regarding student behavior; gather information and prepare reports regarding students with

behavior and/or attendance challenges; and assist in referral to SARB, part-day programs, exemption, exclusion or expulsion of students and other alternative educational programs and provides follow-up services

- Provide direct guidance and assistance to students with learning, behavioral, and adjustment problems; may attend IEP, 540's and SST meetings as needed
- Participate as directed by the Principal in the interviewing, selection, and assignment of certificated and classified employees; observe and evaluate assigned staff

#### KNOWLEDGE AND ABILITIES:

- Ability to confer with teachers, students, and parents and decide appropriate disciplinary measures when necessary.
- Knowledge of school rules and procedures
- Knowledge of group dynamics, knowledge of interpersonal relationships, and ability to work with people.
- Knowledge of State law, district policy, and school rules concerning pupil conduct and discipline, attendance, and truancy.
- Ability to assist in the management and shaping of student behavior through positive reinforcement strategies.
- Ability to supervise and evaluate classified and certificated personnel.
- Ability to drive a car.

#### EDUCATION/EXPERIENCE:

- Equivalent to completion of a Bachelor of Arts or higher Degree from an accredited college or university.
- Master of Arts/Science Degree preferred
- Single Subject Teaching Credential
- California Administrative Service Credential
- Three or more years of successful teaching experience
- Two or more years of successful administrative experience
- Two years of coaching experience preferred; experience as an athletic director desired; experience in working with a diverse student population desired
- CPR/First Aid Certification (must renew or complete prior to employment)
- Certification of Fundamentals of Coaching, Concussion Protocols, Anatomy/Physiology, etc.
- MTSS/PBIS/Restorative Practices/Positive Attendance Practices
- Valid California Driver's license (incumbent must be insurable at the "standard rate" by the employer's insurance carrier at all times while employed by MUSD.).
- Spanish Bilingual Preferred

#### TERM OF ASSIGNMENT

- Full-time – 206 days
- \$116,996 - \$124,153

### ABILITY TO

- Work collaboratively with the Deputy Superintendent and staff to establish and reach clear goals and objectives.
- Assume responsibility for supervising program components and site personnel.
- Learn, organize work, understand and apply rules, regulations, procedures, policies, and professional expectancies.
- Learn, and utilize the basic methods and procedures used in instruction.
- Perform a variety of clerical duties and perform record-keeping tasks in a timely manner.
- Utilize current technology tools and related equipment.
- Select programs and related materials appropriate for subject the age level according to established guidelines.
- Understand and carry out written and oral instructions.
- Establish, promote, and maintain effective working relationships.

### ENVIRONMENT:

- Office environment. Constant interruptions.
- Driving a vehicle to District sites to conduct work.
- Indoors and outdoors, with mild to moderate levels of noise.
- Multiple sites across Monrovia USD.

### OTHER CHARACTERISTICS:

- Other duties as assigned by the Principal or designee
- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Willing to work irregular hours/days including evenings, weekends, and on-call for emergencies.
- Willing to travel locally.
- Willing to work at any school location and be assigned.

### PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.

- Mental ability and knowledge required to interpret and implement policies, rules, and regulations and make determinations relative to the effective performance of the essential responsibilities of the position.
- Ability to sit or stand for extended periods.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.

- Ability to bend, reach, and have mobility sufficient to circulate freely around the campus.
- This position may require occasional pushing and/or pulling of equipment; manual dexterity; frequent stooping, sitting, bending, walking, standing, climbing, and/or reaching; the ability to hear and see; lift and carry 25 lbs.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

GENERAL CERTIFICATES, LICENSES, AND REGISTRATIONS:

Appropriate credentialing as required by the State of California.

California Driver's License.

Computer skills in Microsoft Office and Google platforms.

SUBJECT TO BOARD APPROVAL: May 25, 2023.

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 9. 22/23-3104 - MUSD CALENDAR FOR 2024-2025 SCHOOL YEAR

#### RECOMMENDATION

The Board of Education is requested to approve the calendar for the 2024-2025 school year.

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

#### Rationale:

The Monrovia Teachers Association, California School Employees Association and the District agreed to the proposed 2024-2025 school calendar. It is now being presented to the Board of Education for final approval.

#### Background:

During the ongoing negotiations process, the calendar has now been finalized with placement of classified holidays, certificated staff development days and the first and last days of school.

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

There is no direct cost associated with the calendar adoption.

#### Legal References:

Education Code Section 37200 defines the school calendar.

## ATTACHMENTS

- [2024-2025 MUSD District Calendar for Board Approval 5\\_24\\_2023.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
School Calendar 2024-2025

Certificated Staff Return:  
School Starts:  
School Ends:  
Legal Holiday:

School Starts:																					Days Taught/ Workday	Legal Holiday	Local Holiday												
School Ends:	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri	Mon	Tues	Wed	Thu	Fri															
Legal Holiday:																																			
First School Month	AUG					NT	NT	NT	NT	NT	ASI	ASI	SS																						
August 1– August 23				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	8/10														
Second School Month						SEP																													
August 26–September 20	26	27	28	29	30	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	19/19														
Third School Month						OCT																													
September 23 – October 18	23	24	25	26	27	TK-8, PTC	TK-8, PTC	TK-8, PTC	TK-8, PTC	TK-8, PTC	7	8	9	10	11	14	15	16	17	18	20/20														
Fourth School Month						NOV																													
October 21–November 15	21	22	23	24	25	28	29	30	31	1	4	5	6	7	8	* ©	11	12	13	14	15	19/19													
Fifth School Month						X	X	©	* ©	©	DEC																								
November 18–December 13	18	19	20	21	22	25	26	27	28	29	2	3	4	5	6	9	10	11	12	13	15/15														
Sixth School Month	e ©					* ©					JAN																								
December 16–January 10	16	17	18	19	20	X	X	X	X	X	X	©,X	*©, x	X	X	PD	PD	SS			7/9														
Seventh School Month																FEB																			
January 13–February 7	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	3	4	5	6	7	19/19														
Eighth School Month	* ©					* ©										MAR																			
February 10–March 07	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	TK-5, PTC	TK-5, PTC	TK-5, PTC	TK-5, PTC	TK-5, PTC	18/18														
Ninth School Month																APR																			
March 10–April 04	10	11	12	13	14	6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC	6-8, PTC					* ©	x	x	x	x	x	14/14														
Tenth School Month																MAY																			
April 7–May 02	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	1	2	20/20														
Eleventh School Month																																			
May 5–May 30	5	6	7	8	9	12	13	14	15	16	19	20	21	22	X ©	* ©	26	27	28	29	30	18/18													
	JUNE																																		
June 2–June 13	2	3	4	5	6	9	10	11	12	13																3/4									
LEGEND:																					Note:														
a= No minimum day, TK-5											NT= New Teacher Orientation										180/185					0	0								

85 /87 First Semester  
95/98 Second Semester



# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 1. BOARD POLICY 4040, *EMPLOYEE USE OF TECHNOLOGY*, AND ITS ACCOMPANYING ADMINISTRATIVE REGULATION

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 4040, *Employee Use of Technology*, and its accompanying administrative regulation as recommended by the California School Boards Association.

#### Rationale:

As part of the Board of Education's commitment to review and update all Monrovia Unified School District Board Policies and Administrative Regulations, Human Resources has conducted its annual review of Board Policies and Administrative Regulations and is presenting an update to these policies for review and approval.

#### Background:

Last updated in 2012, this policy is being updated to reflect current district standards of technology use by employees. The policies updated are inclusive of recommended suggestions from the California School Boards Association (CSBA).

#### Additional Information:

A copy of the proposed Board policy and Administrative Regulation is attached.

## ATTACHMENTS

- [BP 4040 Employee Use of Technology rev. 20230524.pdf](#)
- [AR 4040 Employee Use of Technology rev. 20230524.pdf](#)

### **EMPLOYEE USE OF TECHNOLOGY**

The Monrovia Unified School District Board of Education recognizes that technological resources ~~can~~ enhance employee performance by ~~improving access to and exchange of information;~~ offering effective tools to assist in providing a quality instructional program;; ~~and~~ facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects ~~a~~All employees to ~~shall~~ learn to ~~properly and appropriately~~ use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development training in the appropriate use of these resources.

Employees ~~shall be~~ ~~are~~ responsible for the appropriate use of technology and shall use ~~the district's technology primarily resources only~~ for purposes related to their employment. Such use is a privilege that may be revoked at any time.

District technology includes, but is not limited to, ~~c~~Computers, the district's computer network including servers and wireless computer networking technology, (wifi), the internet, ~~files and communications over electronic networks, including e-mail,~~ USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices. ~~text messaging, voice mail and social networks are not private.~~ These technologies shall not be used to transmit confidential information about students, employees, or district operations without express written authorization by the district.

The Superintendent or designee shall ~~establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology.~~ Upon employment and whenever significant changes are made to the district's Acceptable Use of Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to ~~block access to inappropriate sites, including~~ visual or audio depictions that are obscene, child pornography, or harmful to minors ~~or pornographic~~, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by Technology Services staff to enable access for bona fide research, testing, maintenance, or any other lawful purpose.

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. The District's technological resources may not be used for purposes other than District business and curriculum. Personal use, other than minor incidental use, is prohibited. Violations of district policy related to appropriate technology use shall be subject to disciplinary action, up to and including dismissal. To ensure proper use of the district's technological resources, the Superintendent or designee may monitor ~~employee usage of the district's technological resources, including e-mail and voice mail systems,~~ at any time without advance notice or consent and for any reason allowed by law. ~~If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.~~

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

When employees choose to use personal electronic communication devices for the purpose of communication with students, communication shall be limited to official school business or activities. All communication with students is not private. Therefore, employees shall limit such communication to school business or school activities.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with the law, Board policy, and administrative regulation. Violation of district policy shall be subject to discipline, up to and including dismissal.

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall acknowledge in writing that they have read and understood these policies, regulations, and guidelines.

Revised: **May 24, 2023**  
~~**January 23, 2012**~~

(Replaces: BP 6162.7 Use of Technology in Instruction)

(Revised: September 22, 2010)

(Revised: March 26, 2008)

(Reviewed: May 9, 2007)

(Adopted: July 2, 2002)

### **DISTRICT NETWORK AND INTERNET ACCESS ACCEPTABLE USE AGREEMENT**

A fully executed District Network and Internet Access Acceptable Use Agreement must be on file at the School/District site prior to accessing the Internet.

The Board of Education recognizes that local and wide area network services provide a wide variety of opportunities to achieve educational goals and objectives and therefore provides network access to its staff and students. Access to the vast range of information resources on the Internet requires responsible use by each employee. As such, every Monrovia Unified School District (MUSD) employee shall act in an ethical and legal manner consistent with District goals and objectives and shall conform to appropriate use and network etiquette that includes being polite, using appropriate language, and respecting the privacy of others.

The level of confidentiality on District-owned hardware, software, and network access will not be the same as that expected when using personal equipment or Internet services. Electronic communications, computer files and other Internet records may be examined at any time, without advance notice or consent. For purposes of this agreement, electronic communications include but are not limited to e-mail, chat, instant messaging, and online file storage.

MUSD shall take reasonable steps to ensure that network use is primarily for activities that support District goals and objectives. The District shall select a reliable and effective Internet Filtering System and shall specify the manner in which it will be configured. Computer security cannot be made perfect and it is likely that a user can make use of District computer resources and network access for inappropriate purposes. MUSD believes that the benefits to staff from access to the Internet in the form of information resources and opportunities for online access and shared file access far exceed any disadvantages of that access. Use of the District network or the Internet is a privilege that may be revoked at any time for inappropriate conduct. District network use is strictly limited to District business and curriculum. Personal use, other than minor incidental use, is prohibited.

INAPPROPRIATE ON-LINE CONDUCT includes, but is not limited to:

- Using the network for illegal activities, including unauthorized installation, use, storage, or distribution of copyrighted software or materials in violation of copyright laws;
- Accessing, posting, submitting, publishing or displaying harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, including, but not limited to, pornography, or that could be construed as harassment or

disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs;

- Attempting to disable or circumvent the filtering, firewall, or any other protective systems to expand access without direct authorization from the Technology Department;
- Using the network for private business or commercial enterprise;
- Using the network for political activities;
- Unauthorized use of another individual's name, access, account, username, password or allowing another user access to your account or password;
- Disclosure, use or dissemination of personal identification information about any person when using electronic mail, chat rooms, or other forms of direct electronic communication, or by any other means to individuals or organizations over the Internet. Personal information includes a person's name, address, telephone number, Social Security number, birth date or other individually identifiable information;
- Attempting to read or tamper with other users' electronic mail or files or their ability to send or receive electronic mail, or the deletion, copying, modification, or forging other users' e-mail or electronic communications;
- Vandalizing equipment, data, or alteration of the configuration and settings of District data processing equipment;
- Sending or exchanging messages that are inconsistent with District policies.
- Distributing electronic media in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system (e.g., downloading files during prime time; sending mass electronic messages; downloading of video and audio files not directly related to District goals, excessive chat or instant message use for non-educational purposes).
- Distribution of chain letters.
- Sharing electronic mail account passwords, leaving passwords available in obvious locations, or leaving "signed on" computers unattended and accessible.
- Intentionally uploading, downloading or creating computer viruses and/or maliciously attempting to harm or destroy District equipment or materials or manipulating the data of any other user, including so-called "hacking."
- Use of electronic communication for other than school business purposes.
- Any use of electronic communication with students other than school business or school activities.

## RESPONSIBILITY

As an employee user of the Monrovia Unified School District wide area and local area networks, I agree to:

- Report any known misuse of the network to a responsible person, which may include any site or District-level administrator or Information Technology management employee.
- Use my network access in an acceptable manner, following all District rules and regulations regarding network use, including being polite, using appropriate language, respecting others' privacy, and using electronic communications for business purposes only.
- Use on-line time and other network resources efficiently.
- Assist in keeping the MUSD network free from virus attack by refraining from opening attachments from unknown sources and being alert to virus warnings.
- If granted Virtual Private Network (VPN) permissions to access district resources remotely, will only do so on a district-issued device, connected to a trusted and secured network.

Employees who violate the District Network and Internet Acceptable Use Agreement, misuse electronic resources, or violate state or federal laws shall be subject to disciplinary action up to and including dismissal, loss of access privileges and/or legal action in accordance with applicable law and Board policies.

I understand and agree to abide by the provisions and conditions of this agreement as well as with any and all District rules and regulations which may relate to usage of District computers and equipment, including use of the Internet. I also understand that my use of the Internet and electronic communications through District hardware, software, and network access and equipment is strictly limited to official business purposes, that I am not guaranteed any rights to privacy with respect to computer-based files, electronic communications or Internet records, and that District administration or designee may review such files, communications or records for security or other purposes, or in order to ensure my compliance with this agreement.

The District makes no warranties of any kind; either expressed or implied that the functions or the services provided by or through District networks or Internet access will be error-free or without defect. The District will not be responsible for any damage employees may suffer, including but not limited to, loss of data, interruptions of service, or exposure to inappropriate material or people. The District is not responsible for the accuracy or quality of the information obtained through its networks or the Internet. The District will not be responsible for financial obligations arising through the unauthorized use of its systems. Employees will indemnify and hold the District harmless from any losses sustained as the result of misuse of District systems by the employee.

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Employee Name (Please Print)	Employee Signature	Date
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Revised: May 24, 2023

~~January 23, 2012~~

(Replaces: AR 6162.7 Use of Technology in Instruction)

(Revised: September 22, 2010)

(Revised: March 26, 2008)

(Reviewed: May 9, 2007)

(Adopted: July 2, 2002)

# Agenda Item Details

Meeting Date: 2023-05-24 18:30:00

## AGENDA ITEM TITLE:

### 2. BOARD BYLAW 9322, *AGENDA/MEETING MATERIALS*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Bylaw 9322, *Agenda/Meeting Materials*, 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 9322, *Agenda/Meeting Materials*.

#### Additional Information:

A copy of the reviewed Board Bylaw 9322, *Agenda/Meeting Materials*, is attached.

## ATTACHMENTS

- [9322\\_BB\\_AGENDA-MEETING\\_MATERIALS \(12-12\) UPDATE.pdf](#)



### **AGENDA / MEETING MATERIALS**

Governing Board meeting agendas shall **reflect the district's vision and goals and the Board's focus on student learning and well-being.** ~~state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session.~~

**Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)**

**The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)**  
~~The agenda shall also provide members of the public an opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.~~

**The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)**

**Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)**

**The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)**  
~~The agenda 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.~~

**Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.**

Agenda Preparation

The ~~Board President and the~~ Superintendent, as Secretary to the Board, ~~in consultation with the Board president,~~ shall ~~work together to develop~~ prepare the agenda for each regular and special meeting.

Any Board member or ~~any~~ member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request ~~shall be submitted must be in writing and be submitted~~ to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request ~~from a member of the public~~ is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, ~~before placing the item on the agenda,~~ the Board president and Superintendent shall determine if the item is merely a request for information, ~~and if so, respond accordingly. or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.~~ Information regarding items ~~denied for the Board agenda shall be shared, with rationale, with the full Board prior to the meeting.~~

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall ~~also~~ decide whether an agenda item is appropriate for discussion in open or closed session and whether the item should be an action item, ~~informational item or consent item.~~ ~~subject to Board vote or an information item that does not require immediate action.~~

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

#### Consent Items

~~In order to promote efficient meetings, the Board may act upon more than one item by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature or items for which no Board discussion is anticipated and for which the Superintendent recommends approval.~~

~~In accordance with law, the public has a right to comment on any consent item. At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.~~

#### Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means, discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

~~A copy of the agenda shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report; minutes to be approved; and other available documents pertinent to the meeting.~~

~~When special meetings are called, the Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible.~~

~~Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to request additional information on agenda items.~~

~~Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act.~~

~~The Superintendent or designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first.~~

~~Any request for mailed copies of agendas or agenda packets shall be in writing and shall be~~

~~valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year.~~

~~Persons requesting mailing of the agenda or agenda packet shall pay an annual fee as determined by the Superintendent or designee.~~

### Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

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. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district website. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the website with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as

determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Adopted: February 28, 2007

(Replaces: BP 8342.1 Procedure for Placing an Item on the Agenda)

(Revised: 1968)

(Adopted: 1964)

(Replaces: BP 8345 Circulation of Materials)

(Revised: 1964)

(Replaces: BB 9511 Notification to Members)

(Revised: 1984)

(Replaces: BB 9513 Construction of Agenda)

(Revised: 1984)

(Replaces: BB 9660 Distribution of Agenda Materials)

(Reviewed: 1984)

(Revised: 1968)

(Adopted: 1964)

(Replaces: BB 9670 Procedure for Placing an Item on the Agenda)

(Reviewed: 1984)

(Revised: 1978)

(Adopted: 1964)