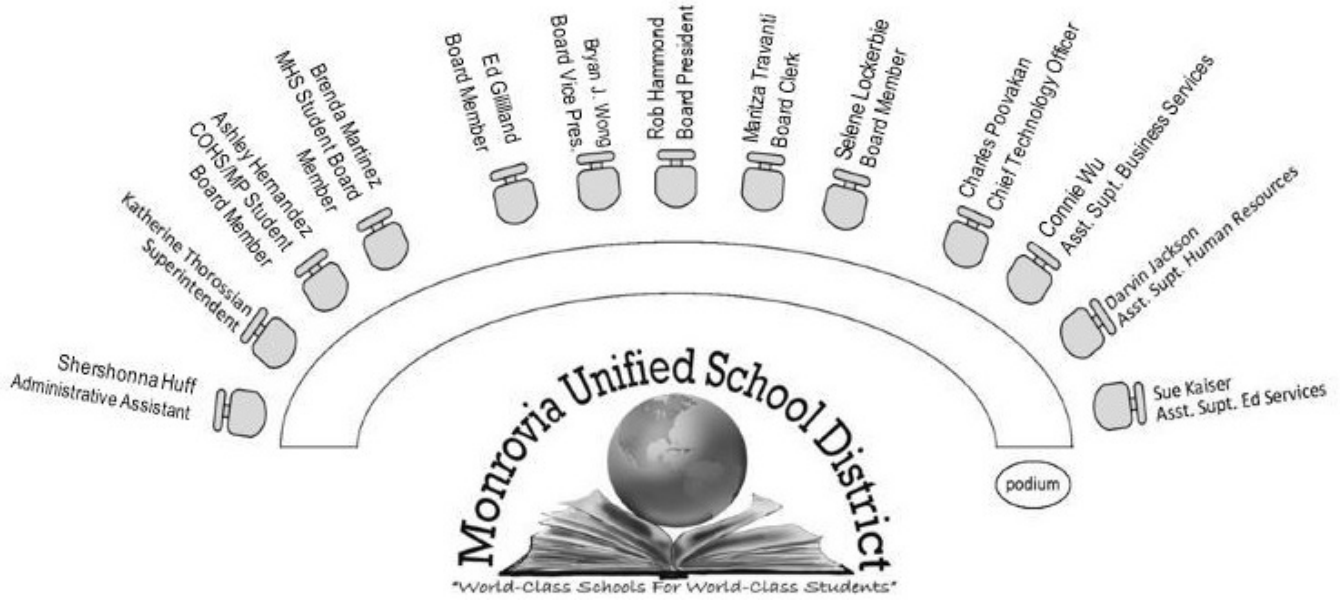
In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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 13, 2020
6:15 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION
Wednesday, May 13, 2020
7:00 p.m. - Board Room

CORONAVIRUS DISEASE (COVID-19) ADVISORY

In compliance with the Governor of California's "Safer at Home" order, the Board of Education will be conducting its meetings virtually until further notice. This means that public access to the physical meeting will be eliminated; however, remote public participation is allowed and encouraged.

You may submit public comments via email before each meeting. Please send all public comments to publiccomments@monroviaschools.net, to be read during public comments, or at the items place on the agenda. Lengthy public comments may be summarized in the interest of time.

If you would like to watch or listen to the meeting from home:

1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)

2) Livestream online at www.foothillsmedia.org/MUSD

A. CONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (6:15 p.m.)

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

D. RECONVENE BOARD OF EDUCATION OPEN SESSION (7:00 p.m.)

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

2. Pledge of Allegiance

3. Roll Call:
Rob Hammond, Board President ____ Katherine Thorossian, Superintendent ____
Bryan J. Wong, Board Vice-President ___Sue Kaiser, Asst. Supt. Ed. Svcs. ____
Maritza Travanti, Board Clerk _____ Darvin Jackson, Asst. Supt. HR _____
Selene Lockerbie, Board Member _____ Connie Wu, Asst. Supt. Bus. Svcs. _____
Ed Gililland, Board Member _____ Charles Poovakan, CTO _____
MHS Student Board Member Valerie Hernandez ____

4. Report on Closed Session held this date

E. ORDER OF BUSINESS

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

2. Approve the Minutes from the Regular Board of Education Mtg. of April 22, 2020.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
BM Minutes - April 22, 2020
BM Minutes - 042220.pdf

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports
2. Student Board Member Report
3. Report from the Superintendent

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

Please send all public comments to publiccomments@monroviaschools.net. You may indicate whether you wish to have your comment read during public comments, or if about an agendized item, during that items place on the agenda. Please be sure to include your name, email, and best method of contact to reach you to follow-up.

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. INFORMATIONAL REPORTS AND PRESENTATIONS

1. DUAL IMMERSION PROGRAM UPDATE. ***(Dr. Lily Jarvis, Monroe ES Principal).*** The Board of Education will hear an informational report on the latest updates being made to the Dual Immersion Program.

2. FACILITIES AND GROUND MAINTENANCE REPORT. ***(Connie Wu, Asst. Supt. of Business Svcs.).*** The Board of Education will hear an informational report on the latest projects and work of the Facilities and Ground Maintenance Department.

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 Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

EDUCATIONAL SERVICES

1. 19/20-1092 - SALES ORDER AGREEMENT WITH PEAR DECK, INC.
The Board of Education is requested to approve a Sales Order Agreement with Pear Deck, Inc. for premium access for the 2020-21 school year.
Pear Deck 5-13-20.pdf

2. 19/20-1093 - MEMORANDUM OF UNDERSTANDING WITH CITRUS COMMUNITY COLLEGE DISTRICT FOR USE OF FACILITIES AND OFFERING OF CREDIT RECOVERY COURSES IN SUMMER PROGRAM
The Board of Education is requested to approve a Memorandum of Understanding between Citrus Community College and Monrovia Unified School District for the reimbursement for the employment of certificated and classified staff members and for the offering of specific credit recovery online courses during the summer of 2020.
Citrus College MOU - Summer 2020.pdf

3. 19/20-1094 - MEMORANDUM OF UNDERSTANDING WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH SERVICES
The Board of Education is requested to approve a Memorandum of Understanding with Foothill Family to provide mental health services to identified students in the Monrovia Unified School District from May 31, 2020 through June 30, 2021.
Foothill Family MOU 5-13-20.pdf

4. 19/20-1095 - AGREEMENT WITH EXPLORE LEARNING, LLC
The Board of Education is requested to approve an Agreement with ExploreLearning, LLC for premium access to Reflex and Gizmos for the 2020-21 school year.
Explore Learning 5-13-20.pdf

5. 19/20-1100 - CONTRACT BETWEEN NEARPOD, INC. AND THE MONROVIA UNIFIED SCHOOL DISTRICT
The Board of Education is requested to approve a Contract between Nearpod, Inc. and the Monrovia Unified School District from July 27, 2020 to July 26, 2021.
Nearpod Renewal 5-13-20.pdf

6. 19/20-1101 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT
The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG) from July 1, 2020 through December 31, 2021.
Azusa CTEIG MOU 5-13-20.pdf

BUSINESS SERVICES

7. 19/20-2137 - PURCHASE ORDERS AND PAYMENT OF BILLS
The Board of Education is requested to ratify purchase orders in the amount of $247,572.99 issued April 3, 2020 through April 17, 2020, and payments in the amount of $549,709.24 issued April 9, 2020 through April 29, 2020.
BA Item 2137(b-e) Purchase Order Rpt 5-13-20.pdf

8. 19/20-2138 - DISTRICT CASH RECEIPTS
The Board of Education is requested to receive District cash receipts; Deposit Report No. 39 through No. 40 deposited April 23, 2020 through May 4, 2020 for a total amount of $375,735.64.
BA Item 2138(b) Deposit Reports #39 and #40 5-13-20.pdf

9. 19/20-2139 - BUDGETARY TRANSFERS AND REVISIONS
The Board of Education is requested to approve the budgetary adjustments as submitted.
BA Item 2139(b) Budgetary Transfer 5-13-20.pdf

10. 19/20-2140- ACCEPTANCE OF GIFTS
The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-17.
Acceptance of Gifts #1920-17 05-13-20.pdf

11. 19/20-2141 - CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) to provide financial system services to the District for fiscal year 2020-21.
PeopleSoft Agreement - 2020-21.pdf

HUMAN RESOURCES

12. 19/20-3062 - PERSONNEL ASSIGNMENTS
The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #18.
2020-05-13 Personnel Report 18.pdf

BOARD BUSINESS

13. 19/20-5040 – BOARD POLICY 3516, *EMERGENCIES AND DISASTER PREPAREDNESS PLAN,* AND ACCOMPANYING ADMINISTRATIVE REGULATION
The Board of Education is requested to adopt Board Policy 3516, *Emergencies and Disaster Preparedness Plan,* and its accompanying Administrative Regulation.

3516 BP - Second Reading 051320.pdf
3516 AR - Second Reading 051320.pdf

14. 19/20-5047– BOARD BYLAW 9124, *CLERK*
The Board of Education is requested to receive for approval Board Bylaw 9124, Clerk, as recommended by the California School Board Association.
9124 BB - May 13 2020 (2nd Reading).pdf

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – *Sue Kaiser, Ed.D., Asst. Superintendent of Ed. Svcs.*
1. 19/20-1096 - MONROVIA COMMUNITY ADULT SCHOOL 2020 GRADUATES
The Board of Education is requested to approve the Monrovia Community Adult School students for graduation.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
Graduates - Adult Ed 5-13-20.pdf

2. 19/20-1097 - CANYON OAKS HIGH SCHOOL 2020 GRADUATES
The Board of Education is requested to approve Canon Oaks High School students for graduation.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
Graduates COHS 5-13-20.pdf

3. 19/20-1098 - MOUNTAIN PARK SCHOOL 2020 GRADUATES
The Board of Education is requested to approve Mountain Park School students for graduation.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
Graduates Mtn Pk 5-13-20.pdf

4. 19/20-1099 - MONROVIA HIGH SCHOOL 2020 GRADUATES
The Board of Education is requested to approve Monrovia High School students for graduation.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
Graduates List MHS 5-13-20.pdf

5. 19/20-1102 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT
The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K-12 Strong Workforce Program Grant (K12 SWP). This grant program covers the time period from July 1, 2019 through December 31, 2022. Allocation of funds will begin approximately June, 2020.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____
Azusa K12 Strong Workforce MOU 5-13-20.pdf

BUSINESS SERVICES – ***Connie Wu, Asst. Supt. of Business Svcs.***

6. 19/20-2143 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2018-19 and 2019-20.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____

Board Member Wong____, Board President Hammond____

Public Disclosure of Proposed Collective Bargaining Agreement.pdf

HUMAN RESOURCES - ***Darvin Jackson, Ed.D., Asst. Supt. of Human Resources***

7. 19/20-3061 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"

The Board of Education is requested to adopt Resolution 1920-22, declaring May 18 through May 22, 2020, as "Classified School Employee Week," and all citizens are urged to participate in observances that express their appreciation for classified employees.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____

Board Member Wong____, Board President Hammond____

Classified Emp Week Resolution.pdf

BOARD BUSINESS – ***Katherine Thorossian, Ed.D., Superintendent of Schools***

8. 19/20-5049 - BOARD DISCUSSION ON PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIREMENTS AT SOCIAL GATHERINGS

The Board of Education will discuss the requirements surrounding personal protective equipment (PPE) at social gatherings as suggested by the Los Angeles County Department of Health.

9. 19/20-5050- PENDING BOARD ISSUES

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

Pending Board Issues - 051320.pdf

K. OLD BUSINESS

Next Regular Board Meetings:

- Wednesday, May 27, 2020; 7:00 p.m. - Regular Board of Education Meeting
- Wednesday, June 10, 2020; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Other Dates to Calendar:

- Memorial Day Holiday - May 25, 2020

M. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING

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

BOARD OF EDUCATION CLOSED SESSION
Wednesday, April 22, 2020 6:30 p.m.
Superintendent's Office

BOARD OF EDUCATION OPEN SESSION
Wednesday, April 22, 2020
7:00 p.m. - Board Room

ADOPTED MINUTES

CORONAVIRUS DISEASE (COVID-19) ADVISORY

In compliance with the Governor of California's "Safer at Home" order, the Board of Education will be conducting its meetings virtually until further notice. This means that public access to the physical meeting will be eliminated; however, remote public participation is allowed and encouraged.

You may submit public comments via email before each meeting. Please send all public comments to publiccomments@monroviaschools.net, to be read during public comments, or at the items place on the agenda. Lengthy public comments may be summarized in the interest of time.

If you would like to watch or listen to the meeting from home:
1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)
2) Livestream online at www.foothillsmedia.org/MUSD

A. CONVENED REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)

1. Meeting was Called to Order at 6:31 p.m.
2. Public Comments for Items on the Closed Session Agenda
   There were none.

B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:31 p.m.

1. Collective Bargaining Session (Government Code Section 54957.6) - for the purpose of discussing matters within the scope of representation and instructing its designated representatives for negotiations with the California School Employees Association (CSEA) and the Monrovia Teachers' Association (MTA).

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

C. RECESSED BOARD OF EDUCATION CLOSED SESSION at 6:59 p.m.

D. RECONVENED BOARD OF EDUCATION OPEN SESSION MEETING (7:00 p.m.)

1. Meeting called to order by Board President Hammond at 7:05 p.m.

2. Pledge of Allegiance

3. Roll Call:

Rob Hammond, President	Present	Katherine Thorossian, Superintendent	Present
Bryan J. Wong, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Maritza Travanti, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present

Selene Lockerbie, Member	Present	Connie Wu, Asst. Supt. of Bus. Svcs.	Present
Ed Gililland, Member	Present	Charles Poovakan, Chief Tech. Officer	Present

COHS/MP Student Board Member Ashley Mendez Excused

4. Report on Closed Session held this date

E. ORDER OF BUSINESS

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

2. Approve the Minutes of the Regular Board of Education Mtg. on April 8, 2020.
Motion by Board Member Wong, seconded by Board Member Travanti, **Vote 5-0**
Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y
BM Minutes - April 8, 2020
BM Mins - 040820.pdf

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports
   - **Board Member Lockerbie** highlighted the numerous tasks of Superintendent Thorossian in leading the District through the current pandemic, and thanked her for her strength and vision in this unprecedented time.
   - **Board Member Gililland** echoed Ms. Lockerbie's sentiments about the Superintendent, and also thanked MUSD classified staff, teachers and administration for their hardwork and commitment to MUSD students during the current pandemic.
   - **Board President Hammond** provided an update on the number of members of the Monrovia community that have been afflicted with the coronavirus, and led a moment of prayer for them and their families.
2. Student Board Member Report
3. Report from the Superintendent
   - **Dr. Thorossian** shared that today was the 50th Anniversary of Earth Day. **Dr. Thorossian** thanked MHS administrator **Susan Hirsch** for sharing with her the lessons introduced at MHS to commemorate the day.

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

Please send all public comments to publiccomments@monroviaschools.net. You may indicate whether you wish to have your comment read during public comments, or if about an agendized item, during that items place on the agenda. Please be sure to include your name, email, and best method of contact to reach you to follow-up.

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

There were none.

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

H. INFORMATIONAL REPORTS AND PRESENTATIONS

1. **CANYON EARLY LEARNING CENTER (CELC) UPDATE. *(Tom McFadden, CELC***

Director). The Board of Education received a program status update on CELC for the 2019-20 school year.

2. VILLAGE AFTERSCHOOL PROGRAM REPORT. *(Tom McFadden, Village Director)*. The Board of Education received a program status update on the Village Afterschool Program.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

Motion by Board Member Wong, seconded by Board Member Lockerbie, **Vote 5-0**

Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y

BUSINESS SERVICES

1. 19/20-2131 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of $81,474.44 issued March 20, 2020 through April 8, 2020, and payments in the amount of $5,611,949.64 issued March 25, 2020 through April 8, 2020.

BA Item 2131(b-e) Purchase Order Rpt 4-22-20.pdf

2. 19/20-2132 - BUDGETARY TRANSFERS AND REVISIONS

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

BA Item 2132(b) Budgetary Transfers 4-22-20.pdf

3. 19/20-2133 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of March 2020.

BA Item 2133(b) Cumulative Object Summary Rpt - March 4-22-20.pdf

4. 19/20-2134- ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-16.

Acceptance of Gifts #1920-16 04-22-20.pdf

5. 19/20-2136 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 38 deposited April 9, 2020 for a total amount of $347,804.01.

BA Item 2136(b) Deposit Rpt #38 4-22-20.pdf

HUMAN RESOURCES

6. 19/20-3055 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #17.

2020-04-22 Personnel Report 17.pdf

7. 19/20-3056 - QUARTERLY UNIFORM COMPLAINT

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

Monrovia USD UCP Reporting 3rd quarter.pdf

J. ACTION ITEMS (Non-Consent)

HUMAN RESOURCES – *Darvin Jackson, Ed.D., Asst. Supt. of Human Resources*

1. 19/20-3057 – RESOLUTION RECOGNIZING APRIL 20-24, 2020, AS "ADMINISTRATIVE PROFESSIONALS WEEK," AND APRIL 22, 2020, AS "ADMINISTRATIVE PROFESSIONALS DAY."

The Board of Education is requested to adopt resolution No. 1920-18, "Recognizing April 20-24, 2020 as Administrative Professionals (Secretaries) Day."

Motion by Board Member Gililland to approve agenda items J.1, J.2 & J.3 as one motion, seconded by Board Member Lockerbie, Vote 5-0

Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y

04222020ResolutionAdminProRecognition.pdf

2. 19/20-3058 - RESOLUTION IN HONOR OF "SCHOOL HEALTH SERVICES APPRECIATION WEEK" AND "NATIONAL SCHOOL NURSE DAY

The Board of Education is requested to adopt Resolution 1920-19, declaring May 4-8, 2020, as "School Health Services Appreciation Week" and that May 06, 2020, is recognized as "National School Nurse Day"; to recognize and honor the contribution of school nurses and health clerks to quality education in the State of California and the Monrovia Unified School District.

04222020School Nurse Day Resolution.pdf

3. 19/20-3059 RESOLUTION IN HONOR OF MONROVIA "NATIONAL TEACHER APPRECIATION WEEK", AND "NATIONAL DAY OF THE TEACHER"

The Board of Education is requested to adopt a Resolution 1920-20, declaring May 5, 2020, as "National Day of the Teacher," and May 4-8, 2020, as National Teacher Appreciation Week and all citizens are urged to participate in observances that express their appreciation for teachers.

04222020ResolutionTeacher.pdf

4. 19/20-3060 – MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT (MUSD) AND CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and California State Polytechnic University Pomona, (Cal Poly Pomona), commencing July 01, 2020 through June 30, 2023.

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

Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y

Monrovia USD - MASTER Student Teaching and Internship Agreements LR-PSS 3-2020 Cal Poly Pomona.pdf

BOARD BUSINESS – *Katherine Thorossian, Ed.D. - Superintendent of Schools*

5. 19/20-5041 – BOARD BYLAW 9122, *SECRETARY*

The Board of Education is requested to receive for first reading Board Bylaw 9122, Secretary, as recommended by the California School Board Association.

9122 BB - First Reading April 22 2020.pdf

6. 19/20-5042 – BOARD BYLAW 9123, *VICE-PRESIDENT*

The Board of Education is requested to receive for first reading Board Bylaw 9123, Vice-President, as recommended by the California School Board Association.

9123 BB - First Reading April 22 2020.pdf

7. 19/20-5043 – BOARD BYLAW 9124, *CLERK*
The Board of Education is requested to receive for first reading Board Bylaw 9124, Clerk, as recommended by the California School Board Association.
9124 BB - First Reading April 22 2020.pdf

8. 19/20-5044 - RESOLUTION NO. 1920-17 *"IN REMEMBRANCE OF THOSE LOST TO GENOCIDE AND MAN'S INHUMANITY TO MAN"*
The Board of Education is requested to adopt resolution No. 1920-17, "In Remembrance of the Armenian Genocide and Man's Inhumanity to Man."
Motion by Board Member Gililland, seconded by Board Member Travanti, **Vote 5-0**
Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y
Those Lost to Genocide & Man's Inhumanity to Man 2020.pdf

9.19/20-5045 - RESOLUTION ORDERING REGULAR BIENNIAL GOVERNING BOARD MEMBER ELECTION
The Board of Education is requested to adopt Resolution No. 19/20-16, "Ordering a Regular Biennial Governing Board Member Election" on Tuesday, November 3, 2020.
Motion by Board Member Wong, seconded by Board Member Travanti, **Vote 5-0**
Board Member Gililland – Y, Board Member Lockerbie – Y, Board Member Travanti - Y, Board Member Wong – Y, Board President Hammond – Y
MUSD Resolution Ordering Governing Board Member Election 2020.pdf

10. 19/20-5046- PENDING BOARD ISSUES
The Board of Education will receive status information on identified tasks and review issues of interest for future attention.
Pending Board Issues - 042220.pdf

- **Board Member Gililland** suggested the Board meet to discuss Superintendent/ district goals soon . The Board agreed to meet at a later date in May TBD.

11. OLD BUSINESS
Next Regular Board Meetings:

- Wednesday, May 13, 2020: 7:00 p.m. - Regular Board of Education Meeting
- Thursday, May 20, 2020; 4:00 p.m. - Jt. PC/Board Meeting
- Wednesday, May 27, 2020: 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS
Other Dates to Calendar:

- MEMORIAL DAY HOLIDAY - Monday, May 25, 2020

- **Board Member Wong** proposed the Board meet to discuss the opening of schools and what the new school year will look like. The Board decided to receive this information in an informational report at a later Board meeting.

M. Board President Hammond RECESSED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Karen Dozier and Mario Ruiz at 8:21 p.m.

N. RECONVENED THE BOARD OF EDUCATION CLOSED SESSION at 8:26 p.m.

O. ADJOURNED THE BOARD OF EDUCATION CLOSED SESSION at 8:50 p.m.

P. RECONVENED THE BOARD OF EDUCATION OPEN SESSION at 8:50 p.m.

1. Report on Closed Session held this date.
There was no action taken.

Q. ADJOURNED THE REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 8:52 p.m.

Dr. Katherine Thorossian, Superintendent & Secretary of the Board

Maritza Travanti, Board Clerk

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

1. 19/20-1092 - SALES ORDER AGREEMENT WITH PEAR DECK, INC.

RECOMMENDATION

The Board of Education is requested to approve a Sales Order Agreement with Pear Deck, Inc. for premium access for the 2020-21 school year.

Rationale:

Pear Deck is an educational technology company offering a web-based application to K-12 schools and teachers as a Google Slides Add-on. Teachers and students log into Pear Deck with their Gmail address, files are auto-saved in Drive, and everything is integrated with Google Classroom. Pear Deck enables every learner to engage with interactive activities and assessments on his or her own computer, not having to worry about getting the right answer and feeling silly in front of peers. Students are free to put their ideas out there in a safe, anonymous way, discussing, and learning from each other. Students' answers can be displayed anonymously on a classroom projector, so teachers can quickly see what each individual thinks on the Teacher Dashboard, and adapt, take a pause, back up, or even re-explain. Pear Deck will allow for a positive and engaging learning environment where student achievement can be nurtured and grow.

Budget Implication ($ Amount):

The cost for this Agreement is $4,000 for district-wide access for all teachers, administrators, and students and will be paid from Supplemental and Concentration funds.

Legal References:

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

Additional Information:

A copy of the Sales Order Agreement is attached.

ATTACHMENTS

- Pear Deck 5-13-20.pdf

Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Quote Details

Quote 00005735 | Prepared on Mar 11 2020 | Prepared by Susan Casey
Prepared for:
Monrovia Unified School District (CA)
325 E Huntington Dr, Monrovia, CA, 91016, United States

Primary School Google Domain: monroviaschools.net
Primary Contact: Sue Kaiser, Ed.D, skaiser@monroviaschools.net
Billing Contact:

Service Length:
Start: Jul 1 2020 End: Jun 30 2021

District Wide Second Year Pilot: 2020-21 School Year.

Product	Description	Sales Price	Discount	Total Price
District-Wide Premium Service	Pear Deck Premium subscription access through June 30, 2021 for entire domain: all teachers, staff and administrators as well as students as PILOT for DISTRICT. Optional Renewal in July 2021 would be $8,000.00.	$ 4,000.00		$ 4,000.00
Training - Full Day Onsite	Implementation Training Day	$ 2,500.00	100%	$ 0.00
Total		**$6,500.00**	**38%**	**$4,000.00**

Terms and Conditions

Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at https://goo.gl/DZzJTz. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

Sales Tax Exempt

My school, district, or organization is exempt from my state's sales tax.

Automatic Renewal

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

Name _____

Signature _____

Date _____

PO (optional) _____

Next Step

Please send the signed quote to Susan Casey at susan@peardeck.com
FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at finance@peardeck.com

ADDRESS
Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

PRIVACY
Our Policy is HERE. If you have a custom Privacy Rider, please send to Privacy@peardeck.com
W9 Form: https://goo.gl/CcVw9m

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santhonys Updated physical office address in the terms 5819890 on May 9, 2016

2 contributors

281 lines (140 sloc) 35.2 KB

Pear Deck Terms of Service

Last modified: May 9, 2015

1. Your relationship with Pear Deck

1.1 Your use of Pear Deck's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Pear Deck. "Pear Deck" means Pear Deck Inc., whose principal place of business is at 320 E. Prentiss Street, Iowa City, IA 52240, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 These Terms of Service form a legally binding agreement between you and Pear Deck in relation to your use of the Services. It is important that you take the time to read them carefully. This legal agreement is referred to below as the "Terms".

IMPORTANT NOTE REGARDING CHILDREN

1.3 Generally. Our Site offers certain Services to schools for the benefit of the schools and their students. In providing such educational Services, we may collect personal information from students. In order to collect, use, or disclose personal information from users under 13 years of age ("Children"), we are required to comply with the Federal Trade Commission Children's Online Privacy Protection Act ("COPPA"). Please read this Children's Privacy Policy carefully as it explains (a) our practices regarding the collection, use, and disclosure of personal information from Children who use the Service, (b) the Child's parent's or guardian's ("Parent's") ability to limit the collection, use and disclosure of personal information collected from their Children, and (c) the role of the Child's school ("School") in this process.

1.4 Parents. If your Child wants to use our Services, he/she must first get an Account from her school. Please contact your Child's school for an Account. Please also review Pear Deck's Children's Privacy Policy.

1.5 Schools. If you are accepting this Agreement on behalf of a School:

(a) You represent and warrant that: (i) you have read Pear Deck's Privacy Policy; and (ii) with respect to students at your School who are Children and are using this Site ("Child Students"), the School has the authority to act as the agent of the Child Students' Parents, for the purposes of COPPA compliance, including the following purposes: (1) for receiving notice of our policies regarding the collection, use and disclosure of personal information from their Children through the Service, and any changes to such policies; (2) for providing consent to such collection, use and disclosure; (3) for revoking the foregoing consent; (4) for requesting to review the personal information collected from their Children; and (5) for requesting to delete the personal information collected from their Children.

(b) You agree to use the Service solely for the benefit of your School and the students in your School, and not for commercial purposes. If at any time your School does not have the authority to act as the agent of a Child Student's Parent, you agree to notify us immediately.

(c) You, on behalf of the School (on behalf of each Child Student's Parent), hereby (i) consent to the collection, use and disclosure of personal information of Child Students, through the Site, in accordance with the Children's Privacy Policy and (ii) agree that the Child Student's online activities are subject to these Terms of Use.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Pear Deck in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Pear Deck will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Pear Deck, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

3. Language of the Terms

3.1 Where Pear Deck has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Pear Deck.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Pear Deck

4.1 Pear Deck is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Pear Deck provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that Pear Deck may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Pear Deck's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Pear Deck when you stop using the Services.

4.3 You acknowledge and agree that if Pear Deck disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.4 You acknowledge and agree that while Pear Deck may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Pear Deck at any time, at Pear Deck's discretion.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Pear Deck will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Pear Deck, unless you have been specifically allowed to do so in a separate agreement with Pear Deck. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not knowingly engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Pear Deck, you agree that you will not reproduce, duplicate, copy, attempt to create a substitute or similar service through use of or access to, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Pear Deck may suffer) of any such breach.

5.7 You agree that you will not, and will use reasonable efforts to make sure a third party does not, use the Services to store or transfer any data that is controlled for export under any export or reexport control law or regulation. You are solely responsible for any compliance with the Health Insurance Portability and Accountability Act of 1996 and any regulations thereunder, as may be amended from time to time.

5.8 You agree that you are responsible for your own conduct and Content while using the Services and for any consequences thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms.

6. Billing and Payment

6.1 If you select a paid Services level, you may choose to subscribe and pay for the Services on either a monthly or annual basis and Pear Deck will bill the account administrator in advance for use of the Services. Pear Deck reserves the right to modify pricing at any time, provided however that Pear Deck will notify the account administrator of a paid level account by email prior to any monthly or annual price increase affecting that account. If you upgrade to a higher paid level or tier, Pear Deck will credit any remaining balance from your previous subscription payment to your new level or tier. You may choose to discontinue your paid level account at any time; however, Pear Deck does not issue refunds for unused subscription periods.

6.2 You agree to maintain valid and up-to-date billing information on file with Pear Deck. You may update this billing information at any time in your Account settings.

6.3 All payments due are in U.S. dollars unless otherwise indicated on the subscription pricing page or invoice.

a. Credit Card or Debit Card. Fees for accounts where you are paying with a credit card, debit card or other non-invoice form of payment are due at the beginning of the month for which Services will be provided to you. For credit cards, or debit cards: (i) Pear Deck will charge you for all fees when due at the beginning of each service month or year, as applicable; and (ii) these fees are considered delinquent if not received at the start of each service month or year.

b. Invoices. Payments for invoices are due thirty days after the invoice date, unless otherwise specified, and are considered delinquent after such date.

c. Renewal. For paid levels, at the end of each annual or monthly subscription period (as applicable), the Services will automatically renew for an additional year or month, respectively. If you wish to change your subscription level or term, the account administrator must change the settings in the account administration console provided as part of the Services.

d. Other Forms of Payment. Pear Deck may enable other forms of payment by making them available in the account administration and payments page. These other forms of payment may be subject to additional terms which you may have to accept prior to using the additional forms of payment.

6.4 Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Pear Deck in collecting such delinquent amounts, except where such delinquent amounts are due to Pear Deck's billing inaccuracies.

6.5 Pear Deck will endeavor to notify you (or in the case of a Team account, your account administrator) if your paid account has delinquent fees. If delinquent fees are not paid, Pear Deck will automatically downgrade your account to a free Pear Deck account and/or suspend your use of the Services.

6.6 You are responsible for any taxes, duties, and customs fees associated with the sale of the Services (other than Pear Deck's income tax) (collectively "Taxes"), and you will pay Pear Deck for the Services without any reduction for Taxes. If Pear Deck is obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Pear Deck with a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by law to withhold any Taxes from your payments to Pear Deck, you must provide Pear Deck with an official tax receipt or other appropriate documentation to support such payments.

6.7 These billing and payment terms may not apply if you are not subscribing to the Services directly from Pear Deck.

7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 Accordingly, you agree that you will be solely responsible to Pear Deck for all activities that occur under your account.

7.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Pear Deck immediately at support@Pear Deck.com.

8. Privacy and your personal information

8.1 For information about Pear Deck's data protection practices, please read Pear Deck's privacy policy at http://www.Pear Deck.com/pages/privacy. This policy explains how Pear Deck treats your personal information, and protects your privacy, when you use the Services.

8.2 You agree to the use of your data in accordance with Pear Deck's privacy policies.

9. Content in the Services

9.1 You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

9.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Pear Deck (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Pear Deck or by the owners of that Content, in a separate agreement.

9.3 Pear Deck reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

9.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.5 You agree that you are solely responsible for (and that neither Pear Deck nor the third party provider through whom you purchased Pear Deck has any responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Pear Deck may suffer) by doing so.

10. Proprietary rights

10.1 You acknowledge and agree that Pear Deck (or Pear Deck's licensors) and its resellers own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Pear Deck or its resellers and that you shall not disclose such information without Pear Deck's prior written consent.

10.2 Unless you have agreed otherwise in writing with Pear Deck, nothing in the Terms gives you a right to use any of Pear Deck's or its resellers' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

10.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Pear Deck, then you agree that your use of such features shall be in compliance with that agreement, and any applicable provisions of the Terms.

10.4 Other than the limited license set forth in Section 13, Pear Deck acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Pear Deck, you agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.

10.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

10.6 Unless you have been expressly authorized to do so in writing by Pear Deck, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. Publicity

11.1. If you have a paid or educational Pear Deck account, you agree that Pear Deck may include your company name and logo in a list of Pear Deck customers. Within thirty (30) days of receiving your written request, Pear Deck will remove such information from its web site and make no further reference to you as a customer of the Services.

12. License from Pear Deck

12.1 Pear Deck gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Pear Deck as part of the Services as provided to you by Pear Deck (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Pear Deck, in the manner permitted by the Terms.

12.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Pear Deck, in writing.

12.3 Unless Pear Deck has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

13. Content license from you

13.1 You retain copyright and any other rights you already hold in Content which you submit, share, upload post or display on or through, the Services. By submitting, sharing, uploading, posting or displaying the content you give Pear Deck a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, share, upload, post or display on or through, the Services, solely for the purpose of enabling Pear Deck to provide you with the Services in accordance with the Pear Deck Privacy Policy.

13.2 You understand that Pear Deck, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Pear Deck to take these actions.

13.3 You confirm and warrant to Pear Deck that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display Content on or through, the Service that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display the Content and to grant Pear Deck all of the license rights granted in this Section.

14. Software updates

14.1 The Software which you use may automatically download and install updates from time to time from Pear Deck. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Pear Deck to deliver these to you) as part of your use of the Services.

15. Ending your relationship with Pear Deck

15.1 The Terms will continue to apply until terminated by either you or Pear Deck as set out below.

15.2 If you want to terminate your legal agreement with Pear Deck, you may do so by (a) notifying Pear Deck at any time and (b) closing your accounts for all of the Services which you use, where Pear Deck has made this option available to you. Your notice should be sent, in writing, to Pear Deck's address which is set out at the beginning of these Terms.

15.3 Pear Deck may at any time, terminate its legal agreement with you:

(A) if you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) if Pear Deck is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) if Pear Deck is transitioning to no longer providing the Services to users in the area in which you are resident or from which you use the service; or

(D) if the provision of the Services to you by Pear Deck is, in Pear Deck's opinion, no longer commercially viable.

15.4 Nothing in this Section shall affect Pear Deck's rights regarding provision of Services under Section 4 of the Terms.

15.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Pear Deck have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 22.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

16. EXCLUSION OF WARRANTIES

16.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 16 AND 17, SHALL EXCLUDE OR LIMIT Pear Deck'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

16.3 IN PARTICULAR, Pear Deck AND ITS LICENSORS AND RESELLERS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

16.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

16.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Pear Deck OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

16.6 Pear Deck AND ITS LICENSORS AND RESELLERS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY

17.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 16.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT Pear Deck AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH Pear Deck MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE Pear Deck WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

17.2 THE LIMITATIONS ON Pear Deck'S LIABILITY, AND THAT OF ITS LICENSORS AND RESELLERS, TO YOU IN PARAGRAPH 17.1 ABOVE SHALL APPLY WHETHER OR NOT Pear Deck, ITS LICENSORS OR RESELLERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

18. Copyright policies

18.1 Pear Deck does not permit infringement of intellectual property rights on its Services. Pear Deck may remove Content if it believes or has reason to believe such Content infringes on another's copyright. Without prior notice and at any time at its sole discretion, Pear Deck reserves the right to remove any Content, disable your ability to share or upload Content within the Service, or terminate your access to the Service (a) for uploading or sharing such Content in violation of these Terms of Service; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

18.2 Pear Deck reserves the right in its sole discretion to decide whether your conduct is inappropriate and whether it complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. Pear Deck may terminate your access for such inappropriate conduct in violation of these Terms of Service at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

19. Other content

19.1 The Services may include hyperlinks to other web sites or content or resources. Pear Deck may have no control over any web sites or resources which are provided by companies or persons other than Pear Deck.

19.2 You acknowledge and agree that neither Pear Deck nor its licensors or resllers are responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3 You acknowledge and agree that neither Pear Deck nor its licensors or resellers are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

20. Community Galleries

20.1 The Service may contain galleries that may present third party content ("Community Galleries"). Community Galleries include without limitation the Templates Library and any other gallery that Pear Deck chooses at its discretion to make available to you. The content and information in the Community Galleries ("Gallery Content"), such as templates, was created by Pear Deck or by third parties. As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

20.2 The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. Pear Deck does not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "as is" and without warranty of any kind. You alone bear the risk of using Gallery Content. Pear Deck and its suppliers provide no express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under applicable law, Pear Deck excludes the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

20.3 If you choose to submit Content to become part of the Community Galleries (your "Gallery Submission"), you direct and authorize Pear Deck and its affiliates to host, link to, and otherwise incorporate your Gallery Submission into the Services, and you grant Pear Deck and its end users a worldwide, royalty-free, non-exclusive license to exercise the rights in the Gallery Submission, as stated below:

(A) to reproduce the Gallery Submission;

(B) to create and reproduce derivative works of the Gallery Submission;

(C) to display publicly and distribute copies of the Gallery Submission;

(D) to display publicly and distribute copies of derivative works of the Gallery Submission.

You agree that your license to Pear Deck and Pear Deck end users will be perpetual. Furthermore, for the avoidance of doubt, Pear Deck reserves, and you grant Pear Deck, the right to syndicate the Gallery Submission submitted by you and use that Gallery Submission in connection with any of the Services offered by Pear Deck. You retain the right to stop distributing the Gallery Submission through the Pear Deck Community Galleries at any time; provided, however that any such election will not serve to withdraw the licenses granted to Pear Deck and its end users under these Terms of Service. In order to stop distributing the Gallery Submission through the Pear Deck Community Galleries, you must utilize the removal functions provided within the Services, in which case the Gallery Submission removal will be effective within a reasonable amount of time.

20.4 You represent and warrant that (a) you own or have obtained the necessary legal rights to provide all Gallery Submissions you submit through the Services, and will maintain these rights for as long as the Gallery Submission is available to Pear Deck end users; and (b) all of the Gallery Submission you submit through the Services abide by the posted Program Policies.

20.5 Pear Deck claims no ownership over any Gallery Submission you submit through the Services. You retain copyright and any other rights, including all intellectual property rights, you already hold in the Gallery Submission. You agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.

20.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any Gallery Submission that you submit. Pear Deck is not in any way responsible for the subsequent use or misuse by Pear Deck end users who access your Gallery Submission.

20.7 You hereby agree to indemnify, defend and hold Pear Deck, its resellers, partners, officers, directors, agents, affiliates, and licensors ("the Indemnified Parties") harmless from and against any claim or liability arising out of (a) any Content you submit, share, upload, post or display on or to the Service; (b) any use by Pear Deck end users of your Content; (c) any breach of or noncompliance with any representation, warranty or obligation in these Terms or applicable policies; and (d) any claim that your Content violates any applicable law, including without limitation that it infringes the rights of a third party. You shall cooperate fully in the defense of any claim. Pear Deck reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Services may be irreparable; therefore, Pear Deck is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies. This section shall take precedence only over the indemnity provision provided in any Terms.

21. Changes to the Terms

21.1 Pear Deck may make changes to the Terms from time to time. When these changes are made, Pear Deck will make a new copy of the Terms available at http://www.Pear Deck.com/terms.

21.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Pear Deck will treat your use as acceptance of the updated Terms.

22. General legal terms

22.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

22.2 The Terms constitute the whole legal agreement between you and Pear Deck and govern your use of the Services (but excluding any services which Pear Deck may provide to you under a separate written agreement), and completely replace any prior agreements between you and Pear Deck in relation to the Services.

22.3 You agree that Pear Deck may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

22.4 You agree that if Pear Deck does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Pear Deck has the benefit of under any applicable law), this will not be taken to be a formal waiver of Pear Deck's rights and that those rights or remedies will still be available to Pear Deck.

22.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

22.6 The Terms, and your relationship with Pear Deck under the Terms, shall be governed by the laws of the State of Iowa without regard to its conflict of laws provisions. You and Pear Deck agree to submit to the exclusive jurisdiction of the courts located within Iowa City, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Pear Deck shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pear Deck, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
308 E. Burlington St. #303

Requester's name and address (optional)

6 City, state, and ZIP code
Iowa City, IA 52240-1602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 4 4 7 6 5 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ S. Anglesea Date ▶ 1/23/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

2. 19/20-1093 - MEMORANDUM OF UNDERSTANDING WITH CITRUS COMMUNITY COLLEGE DISTRICT FOR USE OF FACILITIES AND OFFERING OF CREDIT RECOVERY COURSES IN SUMMER PROGRAM

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding between Citrus Community College and Monrovia Unified School District for the reimbursement for the employment of certificated and classified staff members and for the offering of specific credit recovery online courses during the summer of 2020.

Rationale:

Citrus Community College has offered to provide a summer school credit recovery program for secondary students on the campus of Monrovia High School. The credit recovery program will provide 29 sections to our secondary students who need additional credits or grade point recovery to meet graduation requirements. Each class will have a minimum ending enrollment of 26 students. At the conclusion of summer school, MUSD will bill Citrus College for the fees of $20.00 per student, per class (a minimum of $520 per class) attending the summer session for instructional materials, supplies, and the use of textbooks. Other administrative costs will also be billed to Citrus to cover all costs of the program.

Background:

Citrus has been participating in our Summer School Credit Recovery programs for the past several years. Approval of this agreement will enable Citrus College to continue to provide the credit recovery program for our secondary students. Due to COVID 19, this summer session will be online only.

Budget Implication ($ Amount):

Estimated expenses will be $15,080, plus administrative costs, and will be paid from the General Fund. Citrus College will reimburse the General Fund for all costs associated with this program.

Legal References:

Education Code Section 37252.

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- Citrus College MOU - Summer 2020.pdf

MEMORANDUM OF UNDERSTANDING-- NONCREDIT EDUCATION AGREEMENT

The Citrus Community College District ("College") and the Monrovia Unified School District ("District") agree to the following; with respect to the Noncredit Education Agreement ("Agreement"):

1. COLLEGE RESPONSIBILITIES

    a. The College shall be solely responsible for determining and administering the educational program offered by it pursuant to the Agreement, and for offering and/or canceling classes. All persons employed by the College shall be selected and hired solely by the College, shall be its employees exclusively and shall be subject solely to its direction, control, compensation, and discharge. The College shall bear all liabilities and expenses imposed by law or contract incident to such employment, including, but not limited to, workers' compensation insurance, unemployment insurance, Social Security contributions, if applicable, and tax withholdings.

    b. The College will name and provide a program coordinator/director that will serve as the contact to the District and work with the identified High School (HS) administrator to ensure the program runs smoothly and all details are covered.

    c. The College will hire all instructors providing they meet the minimum qualifications. All instructors will be paid by the College.

    d. The College will hire all substitutes providing they meet the minimum qualifications for the subject they will substitute. All substitutes will be paid by the College.

    e. The College will provide a mandatory orientation meeting prior to the first day of instruction. Date and time to be arranged by the College in consultation with the District.

    f. The College shall provide the District with a complete accounting of the enrollment of persons attending classes. Classes must maintain a minimum enrollment of 26 students throughout the term. The College reserves the right to cancel a class or program in case of insufficient enrollment, or at the discretion of the College. Changes to the minimum enrollment for specific classes shall be by mutual written agreement and made a part of this MOU.

    g. The College will provide the District with all required documentation and forms; including, but not limited to, course outlines of record, applications, registration cards, attendance rosters, timecards and instructional sheets.

2. DISTRICT RESPONSIBILITIES

    a. The District will name a HS administrator to serve as the contact to the College.

    b. When requested by the College, the District will provide a list of classes for the term being scheduled, including the requested number of sections, dates, hours and the subjects to be taught.

    c. The District will provide the College with a list of instructor and substitute hires, including transcripts, credentials and TB results, for all District instructors who will be teaching in the noncredit program. It is imperative that instructors selected to teach can commit to the entire term of the class. Each instructor must be assigned to a specific section and each instructor and substitute must meet minimum qualifications for that specific subject. Each instructor and substitute must complete the hiring process through the College Human Resource Office prior to the first day of instruction. Otherwise, the instructor or substitute will not be allowed to teach the class.

d. Each HS Administrator and all necessary support staff must attend a mandatory training session prior to the first day of instruction. Registration and attendance methods will be reviewed. The training session will be held on the Citrus College campus. The date and time of the orientation will be determined by the College in consultation with the District.

e. Each HS instructor being hired by the College, including the necessary support staff and administrator, must attend a mandatory orientation meeting prior to the first day of instruction. Registration and attendance methods will be reviewed. A review of the payroll process will also be included. The date and time of the orientation will be determined by the College in consultation with the District.

f. Each HS instructor must submit a course syllabus for the class he/she has been assigned. The syllabus must contain student learning outcomes. A template will be provided to all instructors at the mandatory orientation meeting. The High School Administrator will forward an electronic file of each course syllabus to the College Program Coordinator three (3) days prior to the first day of instruction. Failure to submit a course syllabus will result in the cancellation of the class.

g. Minimum enrollment in each section is 26 students, excluding non-residents. The District must maintain a class minimum of 26 students in each section. If the class minimum drops below this number, the instructor of the class must contact the HS administrator who will then contact the program coordinator/director at the College. A decision will be made whether or not the class will continue.

h. The District will have each student complete a noncredit application online. All applications must be completed according to the timeline outlined under Section 3.

i. The District will have each student complete a High School Student Registration Authorization Form using the fillable PDF provided by the College. The District must check and ensure the forms are accurate and complete, and include all required signatures. All documents must be submitted according to the timeline outlined under Section 3.

j. The District will provide the College with a roster for each section that includes the class section number, student ID number, and student name. The College will use the roster to register students in the selected class(es). The District must check and ensure the rosters are accurate and complete, and include all required information. All documents must be submitted according to the timeline outlined under Section 3.

k. The District must submit all changes to enrollment by the third day of instruction. Changes to enrollment must be submitted using the registration roster template outlined in Section 2.j.

l. The District will allow access to all students who complete the required application and registration documentation needed to enroll in a noncredit class and will not impose any additional requirements and/or restrictions on enrollment.

m. The District will allow the College and the Noncredit Counseling Coordinator to schedule a classroom visit for each section offered during the summer term. Classroom presentation will include a review of the assessment, orientation and advisement requirements of matriculation to the College, an overview of the College's certification programs, associate degree requirements, and transfer requirements, and a summary of support services available to students.

n. The District will keep daily attendance for each section. Attendance sheets must be submitted to the College within ten (10) calendar days of the final class meeting. Attendance sheets must be signed by the instructor and include all students in attendance,

daily attendance hours and an attendance total for the session. Accurate and neat records must be kept. The District must ensure the forms are accurate and correct prior to submitting them to the College.

o. High School Student Registration Authorization Forms, registration, and/or attendance forms that are incomplete, missing information, contain inaccurate information, are unsigned, or illegible will be returned to the District for correction. In addition, the College shall bill at a rate of $35 per hour against the final invoice for the time needed to process any and all corrections. The College will provide the District with an invoice identifying the additional hours needed to process incomplete, missing, inaccurate, unsigned and illegible forms at the conclusion of the term and will reduce the final payment by invoiced amount.

p. The schedule must be created so all curriculum hours are met. The District must ensure all holidays and district closures are excluded from the schedule. Classes are required to meet on all scheduled days for the term. Changes to the schedule must be submitted and approved by the College five days (5) prior to the term start date.

q. The District will ensure hours submitted on timecards reflect the actual hours worked per day. The HS administrator must sign the timecards.

r. At the conclusion of the class, each HS instructor must input noncredit progress indicators and semester attendance hours into the College's data management system.

s. All courses taught at the high school must have a minimum of one student learning outcome assessed and documented. See Attachment A for sample of Citrus College Student Learning Outcomes and Assessment Report Form. This form will be made available electronically to the District. Student Learning Outcomes and Assessment Report Forms must be submitted to the College, with the attendance sheets, within ten (10) calendar days of the final class meeting.

t. At the conclusion of the educational services rendered, the District shall send the College an invoice identifying the facilities, instructional materials, miscellaneous equipment and supplies, administrative, and clerical costs identified in Section 5 of this agreement. Such invoice shall be paid to the District by the College within sixty (60) days of receiving the invoice.

3. DATES FOR SUBMISSION OF ENROLLMENT DOCUMENTATION

January 1	Online noncredit application open
May 1	High School Student Registration Authorization Form (link to fillable PDF) provided to District
	Registration roster template provided to District
May 26	**DEADLINE** for all online applications to be submitted
	DEADLINE for delivery of completed High School Student Registration Authorization Forms and registration rosters to the College
May 29	The College will deliver all forms to the Admissions and Records Office for input
June 2	Admissions and Records Office completes registration process, provides the Program Coordinator with enrollment numbers

The College will notify the District of class cancellations due to low enrollment (see Section 2.g. for minimum enrollment number)

4. DATES, CLASSES AND RESPONSIBLE PERSONNEL

Term Dates	First Session: June 11 - June 26, 2020 (12 days) Second Session: June 29 - July 15, 2020 (12 days; no class July 3rd) Time: 7:30am - 12:20pm
Total number of sections	27
Class Titles to be offered (Citrus COR)	1. NC 210A Freshman English A (3 sections) 2. NC 210B Freshman English B (3 sections) 3. NC211A Sophomore English A (2 section) 4. NC 211B Sophomore English B (2 section) 5. NC 215A World History A (2 sections) 6. NC 215B World History B (2 sections) 7. NC 217 Economics (1 section) 8. NC 218A Biology A (2 sections) 9. NC 218B Biology B (2 sections) 10. NC 227A Integrated Math IIA (2 sections) 11. NC 227B Integrated Math IIB (2 sections) 12. NC 228A Integrated Math IIIA (2 sections) 13. NC 228B Integrated Math IIIB (2 sections)
College Program Coordinator/Director	Michael Wangler, Dean, Career, Technical & Continuing Education mwangler@citruscollege.edu 626-852-6403
College Program Administrative Assistant	Ivon McCraven, Director of Continuing Education imccraven@citruscollege.edu 626-852-8020
MUSD Administrator	Catherine Real, Director of Counseling, College, and Careers creal@monroviaschools.net 626-471-2034
High School Site Administrator	Brian Ilharreguy, Summer School Principal bilharreguy@monroviaschools.net 626-471-2864
High School Point of Contact	Kirk McGinnis kmcginnis@monroviaschools.net 626-471-2880
High School Administrative Assistant	Marlene Scott mscott@monroviaschools.net 626-471-2881
Date, Time and Location of Faculty Orientation	Friday, May 29 at 3:00pm, Zoom Meeting
Date, Time and Location of Staff/Administrator Orientation	Wednesday, April 22, 1:00 p.m, Citrus College, Lifelong Learning Center

5. DISTRICT CHARGES BILLABLE TO COLLEGE PER AGREEMENT

Instructional Materials	$20 per student, per class	
Miscellaneous Equipment	None	
Administrative	Brian Ilharreguy (6 hrs per day @ $38hr for 28 days, plus fringe)	$7,782.10

Other Facilities	None	
Clerical	TBA, Registrar (6 hrs per day @ $23.36/hr for 24 days, plus fringe)	$4,642.10
Librarian Technician	Tina McKendrick, Library Technician (5.5 hrs per day @ $25.15/hr for 8 days, plus fringe)	$1,106.60 Benefits $336.41
	Total Admin/Classified**	

*If time exceeds agreed upon hours, amount is pro-rated to the hours or fractional hours for which it is used.

** Should the number of sections offered under this agreement change significantly due to insufficient enrollment, unavailability of faculty, or other cause; the administrative and clerical billable charges may be adjusted.

This Memorandum of Understanding (MOU) is effective beginning May 20, 2020 and will expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by duly authorized representatives on the day and year first above written.

MONROVIA UNIFIED SCHOOL DISTRICT

Date 5/14/20

Dr. Katherine Thorossian, Superintendent

CITRUS COMMUNITY COLLEGE DISTRICT

Date **05/15/20**

Michael Wangler, Dean, Career/Technical and Continuing Education

Date 06/02/20

Dr. Arvid Spor, Vice President, Academic Affairs

Date 6/15/20

Claudette Dain, Vice President, Finance and Administrative Services

ATTACHMENT A

Citrus College Student Learning Outcomes and Assessment Reporting Form

Course Number/Title:	Assessment Cycle: 2019-2020 (Summer2020)
Name:	When did you teach this course? Summer 2020

When you want to check a box, you must: 1. DOUBLE CLICK on the box 2. Set the DEFAULT VALUE to "checked" and 3. Click "ok".

Identify the SLO(s) that you will be assessing this term *(only list the SLO(s) assessed, not all SLOs for the course)*:

☐ SLO#1: Demonstrate sufficient knowledge of the course content necessary to complete the requirements for high school completion and/or graduation.
☐ SLO#2:
☐ SLO#3:

Which Institutional Level Outcome does this course address?

☐ Academic Excellence (General Education)
☐ Economic Opportunity (Career/Technical Education Programs)
☐ Foundational Skills for Student Success (Basic Skills)

Program Level Outcomes: Students completing this course will have acquired the following competencies. Check all that apply:

☐ Communication ☐ Creative, Critical, and Analytical Thinking/Info Comp ☐ Technology
☐ Computation ☐ Community, Global Consciousness and Responsibility ☐ Discipline/Subject Area Specific

Were any sections of the course taught Distance Education? ☐ Yes ☐ No

IF YES, was the assessment method different? ☐ Yes* ☐ No *If assessment methods were different, complete an additional form

Describe the assessment tool. Check all that apply:

A suggestion is to use embedded assessment: an activity, assignment, or exam that you already use to evaluate students in the course.

☐ Exam (midterm, final, test) ☐ Class discussion or activity ☐ Research (lab reports)
☐ Quiz ☐ Written work (essay/assignment) ☐ Presentation (oral, Prezi, video)
☐ Homework ☐ Performance ☐ Portfolio or class project
☐ Skills demonstration ☐ Survey ☐ Other: [ ]

Select the criteria/criterion that determines success within the assessment tool(s):

☐ Blackboard alignment ☐ Points (for exam items) ☐ Regional/state exam or industry based credential
☐ Specified rubric ☐ Tabulation of survey results
☐ Percentage (score or % of students) ☐ Quality of product ☐ Other: [ ]

In your perception, to what extent did the students in the course meet the outcome(s) based on the tool(s) and criterion?

☐ Exceed ☐ Meet ☐ Somewhat Meet ☐ Not Meet

Explain the benchmark agreed upon for meeting the expectation:

Based on the results, might improvements be required at the course level? ☐ Yes ☐ No

If YES, check all that apply

☐ SLO modification ☐ Textbook revision ☐ More student engagement ☐ Program dialogue needed
☐ Curriculum revision ☐ Instruction method ☐ Assignment/activity revision ☐ Other: [ ]

If NO, describe the effective practice(s) confirmed by the results:

Please share any success stories about the impacts of SLO practices on student learning, achievement, and institutional effectiveness

In what ways might dialogue about the outcome(s) assessment be shared with colleagues, program, division, or campus?

☐ Discussion with instructors who teach the same course ☐ Workshop or presentation ☐ Program Review (goals, reflections, resource requests)
☐ Department or division meetings
☐ Convocation/FLEX ☐ Class discussion with students ☐ Other: [ ]

What, if any, assistance or resources may be needed to help you address your outcomes? (will help inform program review in Fall)

General comments/feedback about the SLO assessment results for this course (optional, but will help inform program review in Fall)

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

3. 19/20-1094 - MEMORANDUM OF UNDERSTANDING WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH SERVICES

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding with Foothill Family to provide mental health services to identified students in the Monrovia Unified School District from May 31, 2020 through June 30, 2021.

Rationale:

This Memorandum of Understanding is to provide mental health services to Monrovia Unified School District students and families eligible for Medi-Cal and who meet specific criteria of medical necessity and/or school functioning impairment due to behavioral problems, learning disabilities, and non-attendance, with the purpose of improving student functioning by addressing behaviors through therapeutic interventions that increase student functioning to reduce symptoms and restore or maintain levels of functioning consistent with requirements of learning, development, independent living, and enhanced self-sufficiency.

Background:

Foothill Family was founded in 1926 and provides a broad range of community-based mental health and social services to at-risk children and families in the San Gabriel and Pomona Valleys, Glendale, and Burbank. This Memorandum of Understanding will allow Foothill Family to provide outpatient mental health services consisting of individual, group, and family therapy, medication assessment, diagnostic testing where indicated, case management. Substance abuse counseling, collateral consultation, parent education and support groups.

Budget Implication ($ Amount):

Foothill Family receives funds from Medi-Cal to cover the cost of services. There is no cost to the District.

Legal References:

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

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- Foothill Family MOU 5-13-20.pdf

AGREEMENT FOR SERVICES
By and Between
Monrovia Unified School District and
Foothill Family

This Agreement for Services is made this the 31st day of May 2020 until the 30th day of June 2021 by and between the Monrovia Unified School District (District), a public school district of the State of California, and Foothill Family, a non-profit corporation of the State of California.

RECITALS

WHEREAS, Foothill Family is a contract provider within the Los Angeles County Department of Mental Health Children's System of Care and is authorized by the Department of Mental Health to provide services to students and families eligible for Medi-Cal and who meet specified criteria of medical necessity and/or school functioning impairment due to behavioral problems, learning disabilities and non-attendance; and

WHEREAS, Foothill Family and District desire to collaborate with each other to offer students mental health services at District school facilities; and

WHEREAS, both parties desire to memorialize the terms and conditions associated with the provision of mental health services under the aforementioned program.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Foothill Family agree as follows:

Section 1. Mental Health Services.

A. Foothill Family shall provide outpatient mental health services to District pupils, consisting of individual, group, and family therapy, medication assessment, diagnostic testing where indicated, case management, substance abuse counseling, collateral consultation, parent education and support groups (Mental Health Services). Students will be provided with one or more hours of service per week, as indicated by individual needs. To the extent necessary and appropriate, Foothill Family shall ensure family participation in Mental Health Services to students of District.

B. Mental Health Services will be provided according to a schedule mutually agreed to by Foothill Family and District.

C. All Mental Health Services provided by Foothill Family will be free of charge to District students and their families. The clients will be required to have or be eligible for Medi-Cal coverage to ensure compliance with funding regulations. Clients without Medi-Cal coverage may receive

mental health services as additional funding Foothill Family receives permits. Referrals made by District staff will be evaluated for eligibility by Foothill Family staff.

D. Inclusive of the services above, as funding allows, Foothill Family will provide individual services to child victims of abuse under 18 years of age referred by the District

E. Mental Health Services shall be provided at District facilities, at agency offices or at clients' homes. District shall make available to Foothill Family staff appropriate confidential office/examination space, a telephone, and wireless internet access at each site. All other equipment necessary for the provision of Mental Health Services shall be the responsibility of Foothill Family.

Section 2. Staffing.

Foothill Family shall provide all personnel to staff the Mental Health Services program. Foothill Family staff shall consist of licensed or registered intern psychotherapists; registered MFT (Marriage and Family Therapy) graduate student trainees; MSW (Social Work) graduate student interns; registered or licensed psychologists for administration of the diagnostic testing instruments; and psychiatric support services for evaluations, consultations, monitoring and medication prescriptions as needed.

All personnel shall be employees of Foothill Family, and Foothill Family shall be responsible for verifying that all personnel are properly licensed, certified or otherwise qualified to participate in providing the Mental Health Service. Supervision of Foothill Family staff shall be provided by Foothill Family. Foothill Family shall provide worker's compensation insurance coverage for all employees involved in the operation of the Mental Health Services Program. Foothill Family shall provide District with a certificate of insurance in a form satisfactory to the District.

Section 3. Fingerprinting of Foothill Family Services Employees.

Foothill Family shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Foothill Family shall not permit any employee to have any contact with District pupils until such time as Foothill Family has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1.

Section 4. Term and Termination.

The term of this Agreement shall commence on its date of execution and shall remain in effect for an initial period of one year. The Agreement may be renewed upon the mutual agreement of the parties.

This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice to the non-terminating party. This Agreement may also be terminated immediately, without notice, upon a breach of the Agreement or upon any violation by either party of any law, rule, regulation or ordinance, including District rules and regulations.

Section 5. Liability Insurance.

Foothill Family has in force, and during the term of this Agreement shall maintain in force, a combined, single-limit liability insurance policy in the amount of not less than one million dollars ($1,000,000), with District, its employees and agents, at the expense of Foothill Family, named as additional insureds under such policies. Foothill Family agrees to provide District a certificate of insurance in a form satisfactory to District. Such policy shall require thirty (30) days notice to District of any cancellation or reduction of such insurance.

Section 6. Indemnification.

Foothill Family shall indemnify, defend and hold harmless District against and from any and all claims or suits for damages or injury arising from Foothill Family's performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by Foothill Family in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless District against and from all claims or suits arising from any breach or default of any performance of any obligation of District hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of District.

District shall indemnify, defend and hold harmless Foothill Family against and from any and all claims or suits for damages or injury arising from Districts performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by District in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless Foothill Family against and from all claims or suits arising from any breach or default of any performance of any obligation of Foothill Family hereunder, and against and from all costs, attorneys' fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification, except where such claims or suits arise out of the willful misconduct or negligent acts or omissions of Foothill Family.

Section 7. Independent Capacity.

Each party shall act in an independent capacity and not as an officer, employee, or agent of the other.

Section 8. Confidentiality.

Foothill Family shall maintain the confidentiality of student health records and information as required by applicable law, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any student or minor sibling and which shall be used only for carrying out the obligations of Foothill Family under this Agreement.

Section 9. Laws and Regulations.

Foothill Family shall comply with all federal, state and local laws and regulations, including District policies, in its provision of Mental Health Services.

Section 10. Non-Discrimination.

There shall be no discrimination on the basis of race, color, national origin, religion, creed, sex, marital status, parental status, age, veteran status, or handicap in either the selection of students for participation in the program, or as to any aspect of the Mental Health Services.

Section 11. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

Section 12. Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

Section 13. Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail,

postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016
Attn: Dr. Catherine Real

FOOTHILL FAMILY
2500 East Foothill Blvd., Suite 300
Pasadena, CA 91107
Attn: Chief Clinical Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

DISTRICT
Monrovia Unified School District

By: _____

Title: Superintendent

Date: 5/14/2020

FOOTHILL FAMILY
Tami Mitsumori-Miller, LMFT
Chief Clinical Officer

By: _____

Title: Chief Clinical Officer

Date: 4/15/20

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

4. 19/20-1095 - AGREEMENT WITH EXPLORE LEARNING, LLC

RECOMMENDATION

The Board of Education is requested to approve an Agreement with ExploreLearning, LLC for premium access to Reflex and Gizmos for the 2020-21 school year.

Rationale:

ExploreLearning offers two platforms utilized by our elementary and secondary schools – Reflex and Gizmos. Reflex is interactive and adaptive for mastering basic facts in addition, subtraction, multiplication and division, helping students quickly gain math fact fluency and confidence, while allowing educators and parents to monitor progress and celebrate success. Reflex is utilized at all elementary schools to support mastery of math standards. Gizmos is an interactive online program for math and science aligned to the latest standards help educators bring powerful learning experiences to the classroom. Gizmos use an inquiry-based approach to learning that has been validated by extensive research as a highly effective way to build conceptual understanding, giving students something to graph, measure, and compare. Gizmos will be utilized as supplemental bridge materials of the Next Generation Science Standards (NGSS) to help students in grades 4-8 prepare for the California Science Test (CAST).

Budget Implication ($ Amount):

The cost for Reflex for a one year license is $16,475 will be paid from site's Title I funds, and Gizmo's is $7,406.25 and will be paid from district Supplemental and Concentration funds.

Legal References:

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

Additional Information:

A copy of the ExploreLearning Agreement is attached.

ATTACHMENTS

- Explore Learning 5-13-20.pdf

ExploreLearning Gizmos and Reflex
For: MONROVIA UNIFIED SCHOOL DIST

Presented to: Jill Marie Plaza
By: Alice Kelly
Presented on: April 13, 2020
Proposal Expires on: July 31, 2020

Quantity	Product	Months	Total
5 Sites	Reflex Site License for all targeted students at a school. Priced per site. Discounted Price is $2965.50 per school (7/1/20-6/30/21	12	$16,475.00
1975 Students	District Gizmos Department License for Science teachers only. Priced per student. $3.75 per student (7/1/20-6/30/21)	12	$7,406.25
1 Package	Gizmos Professional Development - One (1) onsite training day (up to 6 hours) for up to 25 participants.		$0.00
1 Package	Reflex Professional Development - Four (4) webinars for up to 40 participants.		$0.00

Subtotal:	$23,881.25
Discount:	($2,883.12)
Total:	**$20,998.13**

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: explorelearning.com and reflexmath.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.
Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps
Please contact Alice Kelly at 866-882-4141, ext. 320 or alice.kelly@explorelearning.com for more information on any aspect of this proposal (#Q-128689).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com
Fax to: 434-220-1484
Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email Address: _____

Phone: _____

WORKSHOP DETAILS
Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who are new to the product: _____

of Teachers who are experienced with the product: _____

TECHNOLOGY
Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes
Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING GIZMOS ACCOUNT.

By creating an account or subscribing to ExploreLearning.com, you agree to the terms and conditions of use set forth below.

This Agreement is a legal document that governs the terms and conditions of your subscription to ExploreLearning.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Gizmos. ExploreLearning reserves the right to change these terms and conditions at any time.

ExploreLearning Gizmos are offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

REGISTERING AND USING EXPLORELEARNING

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ExploreLearning.com .

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the ExploreLearning website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

BILLING POLICIES

1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
    - Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
    - Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
    - Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
    - Wire Transfers: Call (866) 882-4141 option 2 or e-mail support@ExploreLearning.com for more information
3. Revision of Subscription Fees. ExploreLearning reserves the right to change the amount of, or basis for determining, any fees or charges for the ExploreLearning service, and to institute new fees or charges effective upon prior notice, by posting such changes on the ExploreLearning site, and by sending e-mails to Users.

4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com , fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the site. A refund must be requested in writing within 30 days of purchase of your account and the account cannot have been accessed numerous times. Email a refund request tosales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the username, full name of subscriber, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an account with heavy usage, except for problems accessing the service. Refunds will be issued according to the original payment method.

Billing Security.

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

ADMINISTERING THE SERVICE

ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

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DISCLAIMER OF WARRANTIES

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OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL EXPLORELEARNING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING EXPLORELEARNING.

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REMEDIES FOR BREACH

In the event that ExploreLearning determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other ExploreLearning service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that ExploreLearning deems appropriate.

MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if MUSD is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under Texas law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Dallas, Texas, and venue for the action shall be Dallas, Texas; and (ii) if ExploreLearning, LLC is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles County, California, and venue for the action shall be Los Angeles, California, where Customer is located.

. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. ExploreLearning makes no representation that materials on ExploreLearning are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from ExploreLearning are further subject to United States export controls. No materials from ExploreLearning may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

ExploreLearning may assign its rights and obligations under this Agreement and upon such assignment ExploreLearning may be relieved of any further obligation hereunder. You represent to ExploreLearning that you have the authority to subscribe to and/or use ExploreLearning according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

ACCEPTANCE

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: support@ExploreLearning.com .

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

5. 19/20-1100 - CONTRACT BETWEEN NEARPOD, INC. AND THE MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a Contract between Nearpod, Inc. and the Monrovia Unified School District from July 27, 2020 to July 26, 2021.

Rationale:

The iCoaches have been perfecting their use of Nearpod for the past several years, many earning advanced certification as Nearpod trainers. They have helped other teachers learn how to use the program to create high interest, interactive lessons. The response by teachers has been overwhelmingly positive. This contract will expand the implementation of Nearpod beyond the iCoaches to all classroom teachers, as well as adding specialized content for English learners.

Background:

Nearpod licenses allow teachers access to expansive library of interactive lessons that integrate the daily use of the classroom Chomebooks. Teachers also have the ability to create their own lessons using the same features, such as virtual field trips, 3D objects, quizzes, polls, and open ended questions. Nearpod includes Digital Citizenship curriculum.

Budget Implication ($ Amount):

The cost for the Nearpod licenses will be $44,990 and will be paid from Supplemental and Concentration funds.

Legal References:

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

Additional Information:

A copy of the Contract is attached.

ATTACHMENTS

- Nearpod Renewal 5-13-20.pdf

Sales Order For:
Jennifer Maljian
MONROVIA UNIFIED
325 EAST HUNTINGTON DR.
MONROVIA, California 91016
UNITED STATES

Nearpod Contact:
Roxanne Rodriguez
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 07/27/2020 **Service End:** 07/26/2021

Description	Quantity	Total
Nearpod District License including access to the Nearpod Lesson Library featuring thousands of ready to run lessons. Access to Nearpod's growing College and Career Exploration offering. Access to Nearpod's expanding Digital Citizenship and Literacy program featuring Common Sense Education.	District-Wide Access	$38,995.00
Nearpod for English Learners: Specialized K-12 content for English Learners across all grades and subjects.	District-Wide Access	$5,995.00
One day of training (up to 6 hours) where a Nearpod Trainer will be onsite delivering the determined agenda to up to 30 participants.	1	($2500.00)
	Total	(USD) $44,990.00

Nearpod Confidential. All rights reserved.

Terms

This Sales Order is valid until: 06/30/2020

Service runs from 07/27/2020 until 07/26/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $44,990.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.
Education List Pricing is only available for PreK-12 Education customers.
Please submit this price quote attachment with your Purchase Order.
Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod Services described herein and is governed by the Terms and Conditions available online at: https://nearpod.com/terms-conditions and the Privacy Policy available online at: https://nearpod.com/privacy-policy.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: roxanner@nearpod.com
or
FAX: +1 305-655-1999

Nearpod Confidential. All rights reserved.

Nearpod School and Customer Terms and Conditions ("Terms")

By agreeing to use the Nearpod Services, tools to create and curate interactive multimedia lessons that can contain quizzes, polls, videos, images, and web content ("Content Tool"), access reports with student answers, assessments and activities ("Reporting Tool") and manage individual users, share presentations and obtain usage statistics ("Admin Tool"), you ("Customer") agree to the Terms below. Nearpod and Customer shall be referred to collectively as the Parties.

If your state laws require additional privacy addendums/forms, please email privacy@nearpod.com .

1. Grant of Rights

1.1 Nearpod grants to Customer a limited, non-sublicensable, non-transferable license and right to use, reproduce, distribute, publicly perform, and display the Nearpod Services for the number of users set forth in the Sales Order. In addition, Customer may create derivative works as described in Section 1.2 below. Nearpod hereby reserves all rights in and to the Nearpod Services not expressly granted in this Agreement.

1.2 Customer's users can use the Content Tool to create customized interactive multimedia lessons for use with the Reporting Tool and Admin Tool ("Customer Content").

1.3 Nearpod may provide physical items, such as hardware items, marketing materials, t-shirts and other tangible goods to the Customer ("Physical Goods"). There are no fees associated with the Physical Goods. Physical Goods are provided solely for promotional purposes and Nearpod is not under any obligation to support, maintain, repair or replace such Physical Goods.

2. Customer Obligations and Restrictions

2.1 Customer will not (i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component

of the Nearpod Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, except as expressly provided in Section 1.2 or with the prior written consent of Nearpod; (iii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights hereunder; (iv) remove any title, trademark, copyright or restricted rights notices or labels from the Nearpod Services or related documentation and (v) share accounts or passwords with anyone. Nearpod takes privacy seriously. As such, if a Customer administrator learns that the users are sharing accounts, Customer must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, Customer must notify Nearpod at privacy@nearpod.com within twenty-four (24) business hours. Allocated accounts may be reassigned to accommodate Customer's users changes upon notice to Nearpod during the Subscription Period.

2.2 Customer shall be responsible for (i) internet connectivity needed to access the Nearpod Services, (ii) its users' compliance with this Agreement and the Nearpod Privacy Policy (www.nearpod.com/privacy-policy) and (iii) be responsible for Customer Content. Customer will not (w) use the Nearpod Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Nearpod Services to store or transmit malicious code, (y) interfere with or disrupt the integrity or performance of the Nearpod Services or third party data contained therein, or (z) attempt to gain unauthorized access to the Nearpod Service or its related systems or networks.

3. Pricing and Payment Terms

3.1 Payment. Customer agrees to pay Nearpod fees in accordance with the amounts and dates specified on the Sales Order. Fees paid are non-refundable. If a credit card is used to make a purchase for more than $5,000.00 dollars, a credit

card fee will be assessed.

3.2 Taxes. If Nearpod has the legal obligation to pay or collect taxes for which Customer are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod performance under this Agreement, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Nearpod with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Suspension of Services. If any amount owed by Customer is thirty (30) days or more overdue, Nearpod may, with ten (10) business days' prior written notice to Customer, without limiting Nearpod's other rights and remedies, suspend access to the Nearpod Services until such amounts are paid in full.

4. Rights to Data

4.1 As between Nearpod and Customer, Customer owns all right, title and interest in and to Customer Content and Customer's Confidential Information. Customer grants Nearpod the irrevocable, perpetual, worldwide, sublicensable, transferable, right to use Customer information solely on an aggregated and anonymized basis ("Aggregated Data"). Nearpod represents and warrants it will not use personal information for third party marketing.

4.2 Nearpod will use commercially reasonable efforts to keep Customer data confidential and maintain a security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against unauthorized access or use through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

4.3 Customer designates Nearpod a "school official" within the meaning of FERPA. Nearpod will be under the direction of Customer with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Nearpod may use personally identifiable information and education records only as set forth under the Agreement.

5. Warranty

5.1 Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms and (iv) it will comply with all applicable laws, statutes, regulations or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA") (collectively, "Laws").

5.2 EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NEARPOD SERVICE, THE DOCUMENTATION, PHYSICAL ITEMS AND ALL SERVICES PERFORMED BY NEARPOD ARE PROVIDED "AS IS," AND NEARPOD DISCLAIMS ANY AND ALL OTHER PROMISES, INDEMNITIES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY. NEARPOD DOES NOT WARRANT THAT THE NEARPOD SERVICE OR ANY OTHER SERVICES PROVIDED BY NEARPOD WILL MEET Customer'S REQUIREMENTS OR THAT THE OPERATION OF THE NEARPOD SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6. Indemnity.

6.1 Nearpod shall indemnify defend and hold Customer harmless from any third party claim that the Nearpod Products infringe the intellectual property rights of any third party.

6.2 Customer shall indemnify defend and hold Nearpod harmless from any third party claim that the Customer Content infringe the intellectual property rights of any third party.

6.3 The indemnified party will: (i) provide the indemnifying party with reasonably prompt notice of any claims; (ii) provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend any claims at the indemnifying party's expense. Any indemnified party will have the right to employ separate counsel at its own expense.

7. Confidentially.

7.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (iv) to the extent practicable, return, or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.

7.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (i) is publicly

available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permitted by law, the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

8. Limitation of Liability.

NEARPOD'S AGGREGATE LIABILITY TO THE Customer, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID OR DUE FOR THE NEARPOD SERVICES DURING THE TWELVE MONTHS PRIOR TO WHICH THE INCIDENT RELATES. NEARPOD SHALL NOT BE LIABLE TO Customer FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST INCOME, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGES FOR GOODWILL, PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OR IN ANY WAY RELATED TO THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE NEARPOD SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM. THESE LIMITATIONS WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE.

9. Termination.

9.1. This Agreement shall commence on the Effective Date and continue in effect for the period set forth on the Sales Order ("Initial Term") unless terminated pursuant to Section 9.2. Thereafter, this Agreement shall be automatically renewed for additional terms.

9.2 This Agreement may be terminated by either Party if the other party fails to cure a material breach of the Agreement within thirty (30) days after receipt of written notice of such breach. If the Customer has experienced a reduction in its budget allocated to classroom services, it may terminate this Agreement, provided: (a) the Customer may terminate any current Year; and (b) the Customer must provide Nearpod with written evidence of the budget reduction. In such instance, Nearpod, in its sole discretion, may enter into negotiations with the Customer to revise this Agreement.

9.3 Effect of Termination. Upon expiration or termination of this Agreement, (i) all rights to use the Nearpod Services shall cease, (ii) Nearpod shall discontinue the provision of the Nearpod Services, and (iii) Customer shall immediately pay any outstanding invoices. In addition, Sections 2, 3, 4, 7, 8, 9 and 10 will survive any termination or expiration of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and merges all prior and contemporaneous oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement.

10.2 Independent Contractors. In making and performing this Agreement, Customer and Nearpod act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or

implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

10.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. The contact information used on the Sales Order will be used for notice purposes to the Customer. For notice to Nearpod, please contact:

10.4 Amendments; Modifications. This Agreement may not be amended or modified except as mutually agreed by authorized representatives of both Parties.

Nearpod:

Nearpod Inc.

Attn: Legal Department

1855 Griffin Rd., A290

Dania Beach, FL 33004

notices@nearpod.com

10.5 Assignment; Delegation. Customer shall not assign any of its rights or delegate any of its duties under this Agreement, including by operation of law or otherwise, without the express, prior written consent of Nearpod, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect provided that Nearpod may subcontract with third parties for the performance of the Services.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in the performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, but not limitation, Acts of God, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Governing Law. This Agreement and any dispute hereunder will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof. The parties agree to the exclusive jurisdiction for any dispute arising hereunder shall be the state and federal courts located in Miami-Dade County, Florida. The parties acknowledge that a breach of this Agreement by either Party may cause irreparable injury to the other for which monetary damages would not be an adequate remedy and, therefore, will entitle the aggrieved party to seek injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

10.11 Publicity. Nearpod may advertise, publicly announce, or provide to any other person, information relating to the existence of this Agreement or use Customer's name in any format for any promotion, publicity, or marketing of the Nearpod Services.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

Last updated: May 16, 2019.

Effective Date: June 27, 2019.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A-290

Requester's name and address (optional)

6 City, state, and ZIP code
Dania Beach, FL 33004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 0 9 9 3 6 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Sylvine Hulix VP of Finance Date ▶ 1/15/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Nearpod Confidential. All rights reserved.

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

6. 19/20-1101 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG) from July 1, 2020 through December 31, 2021.

Rationale:

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing students with the knowledge and skills necessary to transition to employment and post-secondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs by the Monrovia Unified School District, who is acting as a participating district for this Grant, during the implementation of the Local Control Funding Formula (LCFF). Azusa Unified School District (AUSD) has been elected to be the fiscal lead by the Foothill Consortium, a designated group of districts that includes Azusa Unified School District, Charter Oak Unified School District, Duarte Unified School District, and Monrovia Unified School District. AUSD has been assigned the sole responsibility to acquire, manage and report all uses of Grant funds in compliance with the California Career Technical Education Incentive Grant Program. All districts participating in the Program have agreed to deliver to all terms and conditions set forth in this MOU in order for Azusa Unified School District to fully comply with all Program eligibility requirements.

Budget Implication ($ Amount):

For the Grant term ending December 31, 2021, the Foothill Consortium has been awarded $664,972, a portion of which shall be made available to District according to the Budget Allocation of the MOU.

Legal References:

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

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- Azusa CTEIG MOU 5-13-20.pdf

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

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

I. Background

The California Career Technical Education Incentive Grant Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs.
Education Code (EC) sections 53070-53076.4

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

II. Duration of Memorandum of Understanding

The duration of the MOU will be for the duration of the grant funding term of July 1, 2020 - December 31, 2021, unless otherwise modified or terminated by either party 30 days following the effective date of such written notice.

III. Amount Awarded

For the Grant Term ending December 31, 2021, the Foothill Consortium has been awarded $664,972, a portion of which shall be made available to District. The grant payment will be dispersed to the Foothill Consortium pursuant to receipt of fully executed Memoranda of Understanding from all members of the Consortium and a signed Grant Award Notification (GAN). All funds must be expended within the dates designated and for not more than the maximum amount indicated on the GAN. Funding for subsequent Grant Term(s) will be subject to performance data and CDE review.

IV. Responsibilities of the Parties

District:

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

AUSD:

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

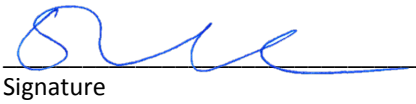
A. Offer high quality curriculum and instruction aligned with California Career Technical Education Model Curriculum Standards.

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

V. <u>Additional Provisions</u>

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

Approved By

Monrovia Unified School District	Azusa Unified School District
Katherine Thorossian	
Print Name	Print Name
Superintendent	
Title	Title
	
Signature	Signature
5/14/2020	
Date	Date

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

7. 19/20-2137 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of $247,572.99 issued April 3, 2020 through April 17, 2020, and payments in the amount of $549,709.24 issued April 9, 2020 through April 29, 2020.

Rationale:

In accordance with the California Education Code 42647, the Board of Education shall approve all payments and purchase orders. All payments and purchase orders submitted have been processed following the accounting practices upheld by the California School Accounting Manual.

Background:

Purchase orders are generated by the Purchasing Department for goods and services in order to encumber available funds prior to being submitted to the Fiscal Services Department for payment. After verification of the receipt of goods or services in accordance with the order as placed, the payment for such goods or services is processed. Voluntary deductions and fringe benefit payments are issued after the payroll reconciliation of employee and employer authorized contributions. The payroll warrants are issued only to those employees who have been approved through the Personnel Assignment Report process.

Budget Implication ($ Amount):

All payments are paid from the appropriate fund balances, maintaining the integrity of the budget.

Legal References:

California Education Code 42647 states that the Board of Education shall approve all payments and purchase orders.

Additional Information:

Copies of the detailed Purchase Order and Warrant Summary reports are attached.

ATTACHMENTS

- BA Item 2137(b-e) Purchase Order Rpt 5-13-20.pdf

April 28, 2020

SUBMITTED FOR RATIFICATION: May 13, 2020

PRINTED: April 03, 2020 – April 17, 2020

Purchase Order: P20-1426 – P20-1468

Purchase orders printed out of sequence: None

Change Orders: P20-0074, P20-0082, P20-0087, P20-0216, P20-0499, P20-1149, P20-1351

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	$247,216.06
Adult Education Fund (14)	-
Child Development Fund (12)	-
Special Reserve Fund 01	-
Enterprise Fund (63)	356.93
Total……$	247,572.99

RECOMMENDED: May 13, 2020

Board Report Worksheet
May 13 2020

Fund		**PO**	**CHANGE**	**OLD**	**NEW**
Fund 01		P20-0074	50,000.00	300,000.00	350,000.00
188,484.33		P20-0082	2,000.00	12,570.00	14,570.00
		P20-0087	1,000.00	10,000.00	11,000.00
		P20-0216	500.00	2,000.00	2,500.00
		P20-0499	3,000.00	10,000.00	13,000.00
		P20-1149	2,500.00	1,000.00	3,500.00
		P20-1351	-268.27	3,287.89	3,019.62
	247,216.06	Total	**58,731.73**		
Fund 14		PO	CHANGE	OLD	NEW
	0.00	Total	**0.00**		
Fund 12		PO	CHANGE	OLD	NEW
	0.00	Total	**0.00**		
Deferred Maintenance Fund		PO	CHANGE	OLD	NEW
	0.00	Total	**0.00**		
Capital Facilities Fund		PO	CHANGE	OLD	NEW
	0.00	Total	**0.00**		
Fund 63		PO	CHANGE	OLD	NEW
356.93					
	356.93	Total	**0.00**		
188,841.26			***58,731.73***	Total of change notice amount	
	247,572.99		**188,841.26**	Total of all funds per Escape report	
			247,572.99	Actual funds spent during the period	

Includes Purchase Orders dated 04/03/2020 - 04/17/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-1426	Home Depot Pro	0050	Hand Sanatizer	01-9320	368.45
P20-1427	AWP	0005	Enrollment and promotional banners	01-4310	784.90
P20-1428	SUE KAISER	0014	Petty Cash	01-4390	244.97
P20-1429	BEACON MEDIA NEWS, INC.	0022	Advertisment for Technology RFP's	01-5832	473.20
P20-1430	MCKINLEY EQUIPMENT CORP.	0047	Clifton Wheel Chair Lift Replacement	01-6290	35,500.00
P20-1431	WAXIE ENTERPRISES, INC.	0050	Inventory supplies	01-9320	4,505.18
P20-1432	California School-Age Consorti	0025	STEM training for Village staff	01-5850	1,000.00
P20-1433	CypherWorx Inc	0025	Staff Training on eLearning	01-5841	75.00
P20-1434	CITY OF MONROVIA	0040	Police False Alarms	01-5819	900.00
P20-1435	Parker-Anderson Enrichment	0040	Reimbursement-Cancellation of Facility Use Rental	01-8650	150.00
P20-1436	Girl Scouts of Greater LA	0040	Reimbursement-Cancellation of Facility Use Rental	01-8650	25.00
P20-1437	Girls Scouts of Greater LA	0040	Reimbursement-Cancellation of Facility Use Rental	01-8650	6.00
P20-1438	Girl Scouts of Greater LA	0040	Reimbursement-Cancellation of Facility Use Rental	01-8650	12.00
P20-1439	GALE SUPPLY	0050	Inventory supplies	01-9320	11,886.23
P20-1440	Young Rembrandts	0040	Reimbursement- Cancellation of facilty use rental	01-8650	48.00
P20-1441	Home Depot Pro	0050	Inventory supplies	01-9320	5,966.22
P20-1442	COMPLETE BUSINESS SYSTEMS	0007	Duplo Maintenance Agreement	01-5630	990.00
P20-1443	COMPLETE BUSINESS SYSTEMS	0007	Duplo Meaintenance Agreement	01-5630	990.00
P20-1444	ALL STAR GLASS	0047	Windshield Repair Truck #44	01-5630	547.50
P20-1445	DON PUNGPRECHAWAT	0022	Mileage Don for 02/2020	01-5250	46.40
P20-1446	Karen Harvey	0004	Reimbursement for COTSEN	01-4310	161.20
P20-1447	SUSANA REVELES	0004	Reimbursement for COTSEN	01-4310	163.59
P20-1448	JUNIOR LIBRARY GUILD	0004	Library Books purchased by Scholar Dollars	01-4210	1,050.99
P20-1449	Chem-Pak Janitorial Supplies	0047	Chem Pak Disinfecting of School Sites	01-5810	10,000.00
P20-1450	LG&M ELECTRIC INC.	0047	MHS Tower Lights Installation	01-6170	5,650.00
P20-1451	SHAKER SHIRTS	0005	MEO Games t-shirts, from Donations	01-4390	808.88
P20-1452	THE TROPHY SHOPPE	0005	MEO Games Trophies, from Donations	01-4390	695.46
P20-1453	WORKSHOP, THE	0028	2020 Gala Save the Dates, Invites & Envelopes	63-5891	356.93
P20-1454	Scott Benedict DBA teachforju ne Workshops	0008	comprehensible online (1)	01-5220	305.51
P20-1455	SCMA Education Foundation	0008	Kids Managing Conflict Conference	01-5220	262.80
P20-1456	PIONEER CHEMICAL CO.	0006	Custodial Supplies	01-4370	74.46
P20-1457	SHIFFLER EQUIPMENT SALES, INC.	0006	Custodial Supplies	01-4370	91.98
P20-1458	CDW-G COMPUTER CTRS, INC.	0022	Bogen replacement	01-4340	920.14
P20-1459	CHATSWORTH GLOVES INC	0050	Safety Supplies	01-9320	131.20
P20-1460	WAXIE ENTERPRISES, INC.	0050	Safety Supplies	01-9320	258.65

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

Includes Purchase Orders dated 04/03/2020 - 04/17/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-1461	Katrina Cuasay	0030	Medical Masks - Reimbursement	01-4391	690.00
P20-1462	The Master Teacher, Inc.	0030	On-Line Paraeducator Trainig	01-5841	5,499.00
P20-1463	Studio Movie Grill	0005	Perfect attendance incentive - movie field trip	01-5881	810.00
P20-1464	APPLE COMPUTER, INC.	0014	JAMF Licenses.	01-5841	9,000.00
P20-1465	SCHOLASTIC INC.	0002	Scholastic News	01-4310	2,836.46
P20-1466	LACOE/DIV.STUDENT SUPPORT SVC SATTN: CATHY BRAY	0014	PBIS Training for all Sites	01-5850	39,000.00
P20-1467	AWP	0005	Motivational banners / superhero teacher signs	01-4310	554.96
P20-1468	Musick, Peeler & Garrett LLP	0015	Open PO for Legal Services	01-5821	45,000.00
		Total Number of POs	**43**	**Total**	**188,841.26**

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	42	188,484.33
63	Enterprise Fund	1	356.93
		Total	**188,841.26**

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

ESCAPE ONLINE

Includes Purchase Orders dated 04/03/2020 - 04/17/2020

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P20-0499	13,000.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	10,000.00-
P20-1131	130,000.00	01-5112	General Fund/Pupil Transp Contract-Subagree	75,000.00-
		01-5812	General Fund/Pupil Transportation Contract	25,000.00-
			Total PO P20-1131	100,000.00-
			Total PO Changes	**110,000.00-**

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

RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL

May 13, 2020

ACCOUNTS PAYABLE:

DATE ISSUED: April 9, 2020 through April 29, 2020

Batch Numbers:	1463-1474	$	549,709.24

TOTAL DISTRICT ACCOUNTS: **$ 549,709.24**

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

8. 19/20-2138 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 39 through No. 40 deposited April 23, 2020 through May 4, 2020 for a total amount of $375,735.64.

Rationale:

The 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.

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 Reports #39 and #40 are attached.

ATTACHMENTS

- BA Item 2138(b) Deposit Reports #39 and #40 5-13-20.pdf

DEPOSIT REPORT 4/23/2020 **DEP #39**

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6010040	$ 40.00	Leases & Rentals
01.0-00000.0-00000-00000-8650-6020022	825.00	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	13,483.28	Other Local Income
01.0-00000.0-00000-82000-8650-6010040	511.88	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	3,768.00	Leases & Rentals/Labor
01.0-34100.0-00000-00000-8699-0000000	132.60	Workability II
01.0-90109.0-00000-00000-8699-3060000	183.00	Donations
01.0-90210.0-00000-00000-8650-2010000	3.50	Leases & Rentals
01.0-90210.0-00000-00000-8650-2020000	1.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-2030000	4.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-2040000	60.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-2050000	1.50	Leases & Rentals
01.0-90210.0-00000-00000-8650-3060000	4.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-3070000	198.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-4080000	89.40	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	3,267.00	Leases & Rentals
01.0-90501.0-00000-00000-8689-0000000	18,422.42	Village Program/Parent Contributions
01.0-90801.0-00000-00000-8689-0000000	152.00	Pupil Transportation
Subtotal	41,148.18	General Fund
11.0-63910.0-00000-00000-8590-0000000	116,258.00	Adult Education Block Grant
Subtotal	116,258.00	Adult Education Fund
13.0-53201.0-00000-37000-8220-0000000	47,848.48	Federal Reimb. CACFP
13.0-53204.0-00000-37000-8220-0000000	401.23	Federal Reimb. CACFP
13.0-53204.0-00000-37000-8520-0000000	20.04	Statel Reimb. CACFP
Subtotal	48,269.75	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	2,182.24	Developer Fees
Subtotal	2,182.24	Capital Facilities Fund
Total	$207,858.17	

DEPOSIT REPORT 5/4/2020 **DEP #40**

ACCOUNT		AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	$	2,846.62	Leases & Rentals/Tech
01.0-00000.0-00000-82000-8650-6010040		43.00	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040		416.00	Leases & Rentals/Labor
01.0-90109.0-00000-00000-8699-2050000		1,000.00	Donations
01.0-90109.0-00000-00000-8699-3060000		818.20	Donations
01.0-90125.0-00000-00000-8699-2020000		6,082.50	Donations/PTA
01.0-90125.0-00000-00000-8699-2040000		500.00	Donations/PTA
01.0-90210.0-00000-00000-8650-2040000		11.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000		106.20	Leases & Rentals
01.0-93100.0-00000-00000-8699-2030000		400.00	Donations/Camp Pali
01.0-00000.0-00000-00000-9570-0000000		14,426.64	Retirees Health Insurance
01.0-00000.0-00000-75300-5220-6010050		1,090.00	Abate/Refund/Travel & Conference
01.0-00000.0-00000-82000-5510-4080000		439.35	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000		887.08	Abate/Utilities/MHS Pool
01.0-40350.0-00000-21500-5220-6000000		167.96	Abate/Reimb./Travel & Conference
Subtotal		29,235.35	General Fund
12.0-61050.0-00000-00000-8590-0000000		86,228.00	CSPP
Subtotal		86,228.00	Child Development Fund
13.0-53100.0-00000-37000-8634-0000000		19,273.57	Food Service Sales
13.0-53100.0-00000-00000-9523-0000000		5,004.77	Prepaid
13.0-53100.0-00000-00000-9552-0000000		29.17	Sales Tax
Subtotal		24,307.51	Food Services Fund
63.0-90123.0-00000-00000-8699-0000000		27,706.61	LKT PAC Donations
Subtotal		27,706.61	Enterprise Fund
76.0-00000.0-00000-00000-9518-0000000		400.00	Voluntary Deductions
Subtotal		400.00	Payroll Clearance Fund
Total		$167,877.47	

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

9. 19/20-2139 - BUDGETARY TRANSFERS AND REVISIONS

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

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

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

Budget Implication ($ Amount):
No impact on fund balance. (See additional information)

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

Account:
N/A

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 off-set by revenue adjustments or are taken from the prior year restricted ending balances and have no impact on the unrestricted fund balance.

ATTACHMENTS

- BA Item 2139(b) Budgetary Transfer 5-13-20.pdf

FISCAL SERVICES DEPARTMENT
Fiscal Year 2019 - 2020

Board Report:
Budget Revision

Board Meeting Date:
5/13/2020

GENERAL FUND #01.0

BUDGET REVISION

DESCRIPTION	AMOUNT BUDGETED	TOTAL ALLOCATION	RATIONALE
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
CLIFTON			
Books and Supplies	$1,001.00	$1,001.00	Budget Allocation
MHS			
Books and Supplies	$772.00	$772.00	Budget Allocation
# 90125.0 - DONATIONS - PTA			
MAYFLOWER			
Services/Other Operations	$6,083.00	$6,083.00	Budget Allocation
PLYMOUTH			
Services/Other Operations	$500.00	$500.00	Budget Allocation
# 90210.0.0 - USE OF FACILITIES			
BRADOAKS			
Books and Supplies	$4.00	$4.00	Budget Allocation
MAYFLOWER			
Books and Supplies	$1.00	$1.00	Budget Allocation
MONROE			
Books and Supplies	$4.00	$4.00	Budget Allocation
PLYMOUTH			
Books and Supplies	$60.00	$60.00	Budget Allocation
WILD ROSE			
Books and Supplies	$2.00	$2.00	Budget Allocation
CLIFTON			
Books and Supplies	$5.00	$5.00	Budget Allocation
SANTA FE			
Books and Supplies	$199.00	$199.00	Budget Allocation
MHS			
Books and Supplies	$90.00	$90.00	Budget Allocation
# 90801.0 - SPECIAL TRIPS TRANSPORT.			
Services/Other Operations	$152.00	$152.00	Budget Allocation
# 93100.0 - DONATIONS - SPECIAL			
MONROE			
Services/Other Operations	$400.00	$400.00	Budget Allocation
Total Restricted Local Resources	$9,273.00	$9,273.00	
TOTAL BUDGET REVISION	$9,273.00	$9,273.00	

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

10. 19/20-2140- ACCEPTANCE OF GIFTS

RECOMMENDATION
The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-17.

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

Budget Implication ($ Amount):
Material donations are to be no cost to the District, and monetary donations increase site donation accounts.

Legal References:
Board Policy #3290 requires Board approval of gifts.

Additional Information:
Acceptance of Gifts Report attached.

ATTACHMENTS

- Acceptance of Gifts #1920-17 05-13-20.pdf

MONROVIA UNIFIED SCHOOL DISTRICT
Acceptance of Gifts Report No. 1920-17
Board Meeting 20200513

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Credit card	Dr. Louise Taylor and Clint Taylor	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513089	Increases site donation account
2	Credit card	Volunteer Center San Gabriel Valley	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513090	Increases site donation account
3	Check	Tony and Judy Sarsam	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513091	Increases site donation account
4	Check	Karen Mitchell and Randy Townsend	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513092	Increases site donation account
5	Check	Mary Ann and Corey Lutz	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513093	Increases site donation account
6	Check	City of Monrovia	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513094	Increases site donation account
7	Check	Linda Dempsey	$1,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513095	Increases site donation account
8	Check	Joanne and James Spring	$1,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513096	Increases site donation account
9	Check	Robert Gillard and James Harrington Charitable Fund	$1,000.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513097	Increases site donation account
10	Check	Greg and Kathleen Combs	$550.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513098	Increases site donation account

MONROVIA UNIFIED SCHOOL DISTRICT
Acceptance of Gifts Report No. 1920-17
Board Meeting 20200513

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
11	Check	Tim and Robin Cragoe	$500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513099	Increases site donation account
12	Check	Kuttruff Plumbing	$500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513100	Increases site donation account
13	Check	Julie Bank	$550.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513101	Increases site donation account
14	Check	Tom and Donna Ruzika	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513102	Increases site donation account
15	Check	Fellowship Church, Inc.	$2,500.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513103	Increases site donation account
16	Check	Bernice Garcia	$1,000.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513104	Increases site donation account
17	Check	Roxanne Zazzaro	$150.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513105	Increases site donation account
18	Check	Maria Georgina Alberto	$150.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513106	Increases site donation account
19	Check	Diana Peterson-More	$150.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513107	Increases site donation account
20	Check	Jennifer and Thomas Overhoff	$300.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513108	Increases site donation account

MONROVIA UNIFIED SCHOOL DISTRICT
Acceptance of Gifts Report No. 1920-17
Board Meeting 20200513

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
21	Check	Joanne Montgomery	$150.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513109	Increases site donation account
22	Check	Home Search, Inc.	$100.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513110	Increases site donation account
23	Check	Jennifer Puilee Kwan	$25.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513111	Increases site donation account
24	Check	Jean Steinmetz Kay and Terry Kay	$250.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513112	Increases site donation account
25	Check	Linda Proctor	$100.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513113	Increases site donation account
26	Check	Gary and Marianne Wallace	$200.00	To be used for the benefit of the Monrovia USD Performing Arts Department	Patrick Garcia, Director Performing Arts Department	D0513114	Increases site donation account
27							
28							
29							
30							

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

11. 19/20-2141 - CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM

RECOMMENDATION

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) to provide financial system services to the District for fiscal year 2020-21.

Rationale:

LACOE's PeopleSoft Financial System is the financial accounting and reporting system used by the district since July 1, 2002. The District's agreement with LACOE for the use of the PeopleSoft Financial System must be renewed each fiscal year.

Background:

The PeopleSoft Financial System provides comprehensive financial reports and enables a cost accounting approach to the financial reporting of the district. It helps ensure accurate reporting of the District's financial position, and facilitates compliance with the requirements of the Standardized Account Code Structure (SACS) and accounting regulations GASB 34 and GASB 54. Term of the agreement is July 1, 2020 through June 30, 2021.

Budget Implication ($ Amount):

Cost to the District is $2.40 per prior year P-2 Average Daily Attendance (ADA) and $1.50 per general ledger (GL) account number in the PeopleSoft System, plus $300.00 for 1099 reporting, for total charges of $22,953.30.

Legal References:

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

Account:

A copy of the agreement is attached.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2020-2021

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Monrovia Unified School District, BU#64790, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

   LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2020-21 Worksheet, all attached hereto and made a part hereof.

2. TERM

   This Contract is effective July 1, 2020, and shall remain in effect through June 30, 2021.

3. PAYMENT

   District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2019-2020 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2019-20. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2019-20's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

   Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

   District 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, attorney's 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 to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. 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 District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's 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 to the extent that 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.

6. AMENDMENTS

The Contract may be amended by mutual written document, signed by both of the parties.

7. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

9. RECORD RETENTION AND INSPECTION

The District 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 the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. 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.

12. SEVERABILITY/WAIVER

12.1. 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.

12.2. 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.

13. 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 as specified in the amendment section of this Contract.

14. 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" section, 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.

15. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and 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.

16. 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:

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

District:
Mailing Address is District Office

17. EMPLOYEE FINGERPRINTING

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

18. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives 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.

19. TOBACCO-FREE WORKPLACE

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 County Board recognizes the health hazards associated with smoking and the use of tobacco 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 products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

20. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District 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.

21. ORDER OF PRECEDENCE

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

22. ASSIGNMENT

District 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.

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, 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. 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.

25. 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.

26. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees 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.

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

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

27.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

27.2. 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.

27.3. 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 21.2 above, of this certification;

27.4. 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.

28. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

29. COVENANT AGAINST CONTINGENT FEES

District 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 District 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.

30. FAILURE TO COMPLY

In the event District 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

31. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District 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.

32. INCORPORATION BY REFERENCE

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

33. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement

shall be of no further force and effect. In this event, LACOE shall have no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

34. 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.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Patricia Smith
Chief Financial Officer

AB

Date Apr 2, 2020
Report 4/06/20

School Dist. Monrovia USD (BU #64790)
Contract # C-20070

By _____

Dr. Katherine Thorossian
Typed or Printed Name

Title Superintendent

Date 5/14/2020

Date Approved
by Board, if Required 05/13/2020

Contact Person David C. Conway

Title Director of Fiscal Services

Phone # (626) 471-2055

Email: dconway2@monroviaschools.net

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year 2019-2020. Total accounts shall be defined as the total number of accounts for all funds on file on March 2, 2020.

It is estimated that the amount payable to LACOE for the FY 2020-2021 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chart fields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online reports
- Commercial warrant processing
- SACS Compliance

Charge:

$2.40 X	5142 Total ADA	=	**$12,340.80**	***Plus***	**$1.50 X**	6,875.00 Total No. of Accounts	=	**$10,312.50**

= Estimated General Ledger Charge **$ 22,653.30** Enter in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (FTE)	To (FTE)	Annual Fee
1	14,999	$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		$ 100,000

Charge: **ADA** N/A = **$** N/A
(Enter in Exhibit C)

Purchasing:
Features:
- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online reports

Charge:
$1.42 X 5142 (Total ADA) = $ 0.00 (Enter in Exhibit C)

Inventory:
Features:
- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online reports

Charge:
$1.42 X 5142 (Total ADA) = $ 0.00 (Enter in Exhibit C)

1099 REPORTING

LACOE Responsibility and Support:
- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
  (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:
- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: $300/Year = $ 300.00
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System.
- Issues with connectivity and support are handled by the LACOE Help Desk.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled *Schedule for PeopleSoft Financial System Training*.

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL019C	Cumulative Detail Expenditure Report	
	LAGL819C	Cumulative Detail Revenue Report	
	LAGL919C	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C	Inventory Shortage Report	
	LAIN009C	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

Exhibit B- Basic Report Package (K.12)

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

Exhibit B- Basic Report Package (K.12)

ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2020-2021 Worksheet
EXHIBIT C

District Name: Monrovia Unified School District **District Number:** 64790

Exhibit A

1.	General Ledger and Accounts Payable	$ 22,653.30
2.	Interface General Ledger Districts	$ 0.00
3.	Inventory	$ 0.00
4.	Purchasing	$ 0.00
5.	1099 Reporting	$ 300.00
	Total Exhibit A	$ 22,953.30

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

1. Daily (Online)
2. Weekly (Online)
3. Monthly (Online)
4. Quarterly (Online)
5. Annual (Year-End) – (Online)

Estimated TOTAL $ **22,953.30**

By _____
(Signature)

Dr. Katherine Thorossian
(Print/Type Name)

Title Superintendant

Date 5/14/2020

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

12. 19/20-3062 - PERSONNEL ASSIGNMENTS

RECOMMENDATION
The Monrovia Unified School District 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:

ATTACHMENTS

- 2020-05-13 Personnel Report 18.pdf

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #18

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

A. Employments

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

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Samar	Abi Saab	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003534	$40.11/hr	100%
2 #	Carol	Burrill	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003534	$44.07/hr	100%
3 #	Cynthia	High	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 24 hrs/wk	C-63910.0	003534	$38.32/hr	100%
4 #	Selena	Patton	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003534	$44.07/hr	100%
5 #	Selena	Patton	Adult Ed Teacher	Summer ESL Coordinator	5/4/20-5/28/20	Adult Ed	NTE 8 hrs/wk	C-63910.0	003534	$44.07/hr	100%
6 #	Harry	Terrill	Adult Ed Teacher	Professional Development	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003535	$42.10/hr	100%
7 #	Richard	Thibault	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003534	$36.40/hr	100%
8 #	Mark	Tremper	Adult Ed Teacher	Professional Development	5/4/20-5/28/20	Adult Ed	NTE 400 hrs/yr	C-63910.0	003267	$42.10/hr	100%
9 #	Heidi	Wilson	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 16 hrs/wk	C-63910.0	003534	$36.40/hr	100%
10 #	Ruth	WIlson	Adult Ed Teacher	Summer ESL Teacher	5/4/20-5/28/20	Adult Ed	NTE 8 hrs/wk	C-63910.0	003534	$36.40/hr	100%

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
None					

D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
11	Gloria	Jabczynski-Rico	Teacher	Retirement	6/4/20	Plymouth
12	Manqin	Si	Teacher	Retirement	6/30/20	CELC
13	Marilyn	Smith	Teacher	Retirement	6/4/20	Clifton

#-Ratification
C-Categorical Fund G-General Fund

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
14 #	Dana	Elliott	Teacher	Approve stipend Monrovia Elementary Olympics Coordinator	3/26/2020	Wild Rose		C-90112.0	002727	NTE $650 Stipend	100%

#-Ratification
C-Categorical Fund G-General Fund

*Agenda Item 19/20-3062
May 13, 2020

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	#	Theresa	Brunn	Senior Account Clerk Extra Hours	Fiscal Services	Employ: To substitute in vacant classified payroll position as needed.	$25.15/hr.	26	6	NTE: 80 hours total	3/25/20-6/30/20	003374	G	00000.0	100%
2	#	Kathleen	Combs	Drama Club Consultant	Wild Rose	Employ: Distance learning, grade-level drama/dance content during school dismissal.	$20.00/hr.	Flat	Rate	NTE: 64 hours total	4/1/20-6/3/20	003943	C	00904.0	100%
3	#	Amy	Gould	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2019-20 school year.	$14.61/hr.	4	6	Hourly, as needed.	2/3/20-6/3/20	003805	G	00000.0	100%
4	#	Margarita	Hernandez	Substitute Food Service Worker	District-wide	Employ: To substitute during supper hours as needed during the 2019-20 school year.	$15.34/hr.	12	3	NTE: 8 hours per day	3/1/20-6/3/20	003003	C	53201.0	100%
5	#	Mark	Reed	Custodian Extra Hours	Plymouth	Employ: Alarm calls.	$22.24/hr.	21	6	Hourly, as needed.	3/1/20-6/30/20	002713	G	00000.0	100%
6	#	Tania	Thompson	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2019-20 school year.	$13.00/hr.	4	1	Hourly, as needed.	2/3/20-6/3/20	003805	G	00000.0	100%

B. Leaves of Absence

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program		Percent
7	#	Jose	Basulto	Instructional Aide - Special Ed.	Mayflower	Emergency Paid Sick Leave	$15.69/hr.	17	1	3.5 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000673	C	65000.0	100%
8	#	Jose	Basulto	Instructional Aide - Special Ed.	Mayflower	Emergency Family Medical Leave Act	$15.69/hr.	17	1	3.5 hr./d.; 9 mo./yr.	4/6/20-12/31/20	000673	C	65000.0	100%
9	#	Mary-Cu	Duran Magallanes	Assistant Food Service Manager	CELC	Emergency Paid Sick Leave	$3277.75/mo	9-G	6	6.5 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	001107	C	53100.0	100%
10	#	Mary-Cu	Duran Magallanes	Assistant Food Service Manager	CELC	Emergency Family Medical Leave Act	$3277.75/mo	9-G	6	6.5 hr./d.; 9 mo./yr.	4/6/20-12/31/20	001107	C	53100.0	100%
11	#	Ana	Felix	Food Service Worker	Monroe	Emergency Paid Sick Leave	$17.79/hr.	12	6	3 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000927	C	53100.0	100%
12	#	Liliana	Hernandez	Food Service Worker	Bradoaks	Emergency Paid Sick Leave	$15.34/hr.	12	3	2 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000135	C	53100.0	100%
13	#	Liliana	Hernandez	Food Service Worker	Bradoaks	Emergency Family Medical Leave Act	$15.34/hr.	12	3	2 hr./d.; 9 mo./yr.	4/6/20-12/31/20	000135	C	53100.0	100%
14	#	Nancy	Hernandez	Food Service Worker	MHS	Emergency Paid Sick Leave	$17.79/hr.	12	6	3.5 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000044	C	53100.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Leaves of Absence (continued)

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program		Percent
15	#	Claude	Mallory	Head Custodian I	CO/MP	Emergency Paid Sick Leave	$4195.05/mo	24	6	8 hr./d.; 12 mo./yr.	4/9/20-4/22/20	000592	G	00000.0	100%
16	#	Sonia	Monserratte	Food Service Worker	MHS	Emergency Paid Sick Leave	$17.79/hr.	12	6	3.5 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000044	C	53100.0	100%
17	#	Lisa	Quintana	Food Service Worker	Plymouth	Emergency Paid Sick Leave	$17.79/hr.	12	6	3.5 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	000250	C	53100.0	100%
18	#	Jennifer	Sanchez	Food Service Worker	Mayflower	Emergency Paid Sick Leave	$16.93/hr.	12	5	3 hr./d.; 9 mo./yr.	4/6/20 - 4/17/20	002730	C	53201.0	100%
19	#	Pamela	Wylie	Instructional Aide - Special Ed.	Bradoaks	Emergency Family Medical Leave Act	$20.13/hr.	17	6	3.5 hr./d.; 9 mo./yr.	5/1/20-12/31/20	002586	C	65000.0	100%
20	#	Peter	Yokota	Instructional Aide - Special Ed.	Mayflower	Unpaid Leave of Absence	$20.13/hr.	17	6	3.5 hr./d.; 9 mo./yr.	4/24/20-6/3/20	003310	C	03310.0	100%

C. Resignations

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program		Percent
21		Renee	Dakin	Instructional Aide-Kindergarten	Bradoaks	Retirement	$19.17/hr.	15	6	3 hr./d.; 9 mo./yr.	6/5/2020	001973	G C	00000.0 30100.0	20% 80%
22	#	Janelle	Johnson	Health Assistant II	Plymouth	Retirement	$2937.30/mo	26	3	6.25hr./d.; 9 mo./yr.	4/17/2020	000537	G	00000.0	100%

D. Changes of Status

None

E. Other

None

Ratification
* Correction
G General Fund
C Categorical Fund

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

13. 19/20-5040 – BOARD POLICY 3516, *EMERGENCIES AND DISASTER PREPAREDNESS PLAN,* AND ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 3516, *Emergencies and Disaster Preparedness Plan,* and its accompanying Administrative Regulation.

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 regularly conducts reviews 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 California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 3516, Emergencies and Disaster Preparedness Plan, and its accompanying administrative regulation. This policy was submitted for first reading on March 11, 2020, and the Board requested additional items to be added. The requested changes have been made, and the policy is being brought back for Board approval. Additionally, Board President Rob Hammond has reviewed this Board Policy and has made no further adjustments.

Additional Information:

A copy of the proposed Board Policy 3516, Emergencies and Disaster Preparedness Plan, and its accompanying Administrative Regulation is attached.

ATTACHMENTS

- 3516 BP - Second Reading 051320.pdf
- 3516 AR - Second Reading 051320.pdf

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which ~~details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan~~ contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, procedures for wildlife encounters, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

In developing the ~~district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.~~ disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

~~The Superintendent or designee~~The plan shall ~~use~~ comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident ~~Command~~ Management System ~~when updating district and site-level emergency and disaster preparedness plans~~.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall

cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. (Education Code 32282)

~~School~~ District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Revised: May 13, 2020

(Replaces: BP 6114 Emergency Procedures)
(Revised: January 1993)
(Reviewed: April 1977)
(Adopted: October 1975)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Components of the Plan

The Superintendent or designee shall ensure that district and school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

2. Earthquake, flood, or other natural disasters

3. Environmental hazards, such as leakages or spills of hazardous materials

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

5. Bomb threat or actual detonation

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

~~7.~~8. Encounters with wildlife (i.e. Black bears)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment ~~and~~, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities

2. Instruction and practice for students and employees regarding emergency plans, including:

   a. Training of staff in first aid, ~~and~~ cardiopulmonary resuscitation, and appropriate measures for wildlife (i.e. Black bear) encounters, such as contacting the California Department of Fish and Wildlife

   b. Training of selected staff in community emergency response team (CERT), or national incident management system (NIMS)

   ~~b.~~c. Regular practice of emergency procedures by students and staff

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:

a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site

b. Individuals responsible for specific duties

c. Designation of the principal for the overall control and supervision of activities at each school during the emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans

d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation

~~d.~~e. Assignment of responsibility for identification of injured persons and administration of first aid

4. Personal safety and security, including:

a. Identification of areas of responsibility for supervision of students

b. Procedures for evacuation of students and staff, including posting of evacuation routes

c. Procedures for release of students, including a procedure to release students when reference to the emergency card is not feasible

d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

e. Provision of a first aid kit to each classroom

f. Arrangements for students and staff with special needs

g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

~~g.~~h. Upon notification of wildlife presence on or within close proximity of campus/site, reasonably securing campus/site until wildlife no longer poses an immediate safety hazard

5. Closure of schools, including an analysis of:

a. The impact on student learning and methods to ensure continuity of instruction

b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

a. Identification of spokesperson(s)

b. Development and testing of communication platforms, such as hotlines, telephone trees, ~~and~~ web sites, social media, and electronic notifications

c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians

7. Cooperation with other state and local agencies, including:

a. Development of guidelines for law enforcement involvement and intervention

b. Collaboration with the local health department, including development of a tracking system to alert the local health department to a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

8. Steps to be taken after the disaster or emergency, including:

a. Inspection of school facilities

b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuations routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Revised: May 13, 2020

(Replaces AR 6114.1 Emergency Procedures – Accident/Injuries/Sudden Illness)
(Replaces AR 6114.2 Emergency Procedures – Air Pollution Episode)
(Revised: May 1986)
(Adopted: February 1977)
(Replaces AR 6114.4 Emergency Procedures – Civil Disorder)
(Revised: January 30, 1977)
(Revised: June 27, 1974)
(Adopted: May 23, 1973)
(Replaces AR 6114.8 Emergency Procedures – "War Caused Disaster)
(Revised: January 30, 1977)
(Revised: June 27, 1974)
(Adopted: May 23, 1973)
(Replaces AR 6114.9 Emergency Procedures – Parent Volunteers)
(Revised: January 30, 1977)
(Revised: June 27, 1974)
(Adopted: May 23, 1973)

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

14. 19/20-5047– BOARD BYLAW 9124, *CLERK*

RECOMMENDATION

The Board of Education is requested to receive for approval Board Bylaw 9124, Clerk, 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 California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This revised policy is updated as recommended by CSBA as Board Bylaw 9124, Clerk. This policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board review and approval. Additionally, Board President Rob Hammond has reviewed this Board Policy and has made no further adjustments.

Additional Information:

A copy of the proposed revised Board Bylaw 9124, Clerk, is attached.

ATTACHMENTS

- 9124 BB - May 13 2020 (2nd Reading).pdf

CLERK

~~At the annual organizational meeting, T~~the Governing Board shall elect a clerk from its own membership at the annual organizational meeting.~~.~~

The duties of the clerk shall be to:

1. Certify or attest to actions taken by the Board when required.

2. Maintain such other records or reports as required by law.

~~3. Sign the minutes of Board meetings following their approval.~~

3~~4~~. Sign documents on behalf of the district as directed by the Board.

4~~5~~. Serve as presiding officer in the absence of the president and vice president.

5. Notify Board members and members-elect of the date and time for the annual organization meeting

6. Perform any other duties assigned by the Board.

Revised: May 13, 2020
(Adopted: February 28, 2007)
(Replaces: BB 9230 Clerk of the Board)

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

1. 19/20-1096 - MONROVIA COMMUNITY ADULT SCHOOL 2020 GRADUATES

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

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:

List of Monrovia Community Adult School 2020 graduates is attached.

ATTACHMENTS

- Graduates - Adult Ed 5-13-20.pdf

Monrovia Community Adult School
List of Graduates
Class of 2020

Jose Alberto Aquino
Paul Harley Baum
Angel Daniel Bernardino
Sarah Carabantes
Kamilla Cox
Matthew Rodrick Derro
Iris Ann Dodd
Oscar Matthew Estrada
Gavin James Ferro
Joshua Benjamin Flores
Luis Alejandro Flores
Valerie Elizabeth Flores
Rebecca Brooke Galvan
Stephan C. Gholar
Mayra Alejandra Gonzalez
Maria Gonzalez
Jesus Gutierrez
Carlos Guzman
Claire K. Joseph
Lino Lopez
Paul Alexander Lugo
Jacqueline Mendez
Helen Montes-Valle
Isabelle Angeline Nickerson
George Ortiz
Donte Devine Pepper
Josephine Nyziya Pettit
Andy Francisco Rodriguez
Bridget Korene Santiesteban
Nancy Marina Tachiquin
Ashten Alyssa Valdez
Uriel Vargas
Bernice Vialpando
Trinity Williams

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

2. 19/20-1097 - CANYON OAKS HIGH SCHOOL 2020 GRADUATES

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

The graduation ceremony reflects the Monrovia Unified School District 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 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:

List of Canyon Oaks High School's 2020 graduates is attached.

ATTACHMENTS

- Graduates COHS 5-13-20.pdf

Canyon Oaks High School
List of Graduates
Class of 2020

First Name	Last Name		First Name	Last Name		First Name	Last Name
Jacob	Ayala		Angel	Gutierrez		Jennifer	Tejeda
Jamari	Bars		Matthew	Hall		Adal	Torres
Benjamin	Benavides		Cheyenne	Heredia		Joshua	Tucker
Ryan	Brown		Oscar	Hernandez Bautista		Elijah	Valdez
Christian	Caballero		Santos	Ixcot Perez		Marcus	Vargas
Adriana	Camacho		Yousef	Khalaf		Juan	Velazquez
Joseph	Cardenas		Zachary	Knight		Mikayla	Victor
Justin	Cardona		Summer	Lager		Miya	Villagrana
Bryan	Cruz Garcia		Jose	Loera		Christopher	Villanueva
Madelyn	Cruz Luna		Alan	Lopez		Gabrielle	Wright
Matthew	Diaz De La Cruz		Ryan	Lopez		Fernando	Zuloaga
Jacob	Escobar		Isaiah	Martinez			
Bryan	Farias-Orozco		Ashley	Mendez			
Sebastyan	French		Paola	Mendez			
Gerardo	Galvez		Miranda	Montes			
Adrian	Garcia		Mykaila	Morales			
Angel	Garcia		Danielle	Nieto			
Roberto	Garcia		Desiree	Perez			
Alejandro	Gomez		Anderson	Posadas			
Enrique	Gomez		Mayra	Rangel			
Rayleen	Gomez		Jorge	Real			
Austin	Gonzalez		Jessica	Reyes			
Jason	Granados		Antonio	Rizo			
Cesar	Grande Alvarado		Anthony	Sandoval			
			Bryce	Stubbs			

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

3. 19/20-1098 - MOUNTAIN PARK SCHOOL 2020 GRADUATES

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

The graduation ceremony reflects the Monrovia Unified School District 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 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:

List of Mountain Park School's 2020 graduates is attached.

ATTACHMENTS

- Graduates Mtn Pk 5-13-20.pdf

Mountain Park School
List of Graduates
Class of 2020

Alina Arkenburg
Gabriella Alcala
Carlos Canedo
Eli Carlson
Samanta Cortez
Jared Cupp
Farrah Ninneman-Sawyer
Jasmine Noriega
Rebecca Rothert
Denise Sandoval
Kyriah Soriano
Fernando Castro
Arija Martinez

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

4. 19/20-1099 - MONROVIA HIGH SCHOOL 2020 GRADUATES

RECOMMENDATION

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

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

The graduation ceremony reflects the Monrovia Unified School District 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 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:

List of Monrovia High School's 2020 graduates is attached.

ATTACHMENTS

- Graduates List MHS 5-13-20.pdf

Monrovia High School
List of Graduates
Class of 2020

Aranzazu Alejandra Aceves
Nayely Esmeralda Adame
Michael Aguayo-Vargas
Alondra Stephanie Aguilar
Gabriella Alcala
Luis Angel Alejo
Michael Masami Allin
Angelina Antoinette Alvarado
Erika Andrea Alvarado
Jessie LynnAlvarado
Josue Ismael Alvarenga-Flores
Ethan George Alvarez
Miles Evan Amador
Leslie Lizeth Anaya
Sonia Lanai Mayo Andrews
Matthew Seth Angeles
Isaac Anival Angulo
Harold Alejandro Aranda
Kathy Aranda
Sofia Guadalupe Arellano
Jeremiah Arnold
Joselyn Joanna Avalos
Anthony Daniel Ayala
Gregory Anthony Bagdassarian
Benjamin Banuelos
John Barber
Alexis Genevieve Barroso
Nicholas Bo Batin
Chole Mendoza Bautista
Julie Meredith Bautista
Aiyana Nevaeh Beasley
Anaya Shawnte Berry
Justin Carlos Berumen
Andrew Thomas Brantley
Katherine Alexandra Brito
Kareem Evan Browne
Sovan Cahn Bun
Yuthka Bun
Ulysses Manuel Cabrera
Jason Michael Camerano
Alexandra Campos
Stephen Grant Carlton
Shelby Alexandra Carreon
Julian Justin Carrillo
Maximiliano Carvajal
Sydney Jean Castelli
Micah Patrick Ichiro Castilleja
Jacob Andrew Castillo
Andrea Cervantes Pascual
Yonathan Cervantes-Sanchez
Jasmine Aaliyah Larissa Cervera
Aaron Kristoffer Comia
Alejandro Jose Conchas
William Scott Cooper-Miller
Alyssa Corazzelli
Derick Corrales
Joseph Cortez
Grant David Costarella
Joseph Charles Cragoe
Damian Crisostomo
Emily May Crouse
Daniel Cruz
Jaime Antonio Cruz
Mayra Cruz
Richard Ethan Cruz
Alyssa Marie De La O
Leona Lagrimas De Los Reyes
Emilee Leanne De Luna
Lucca Fracassi De Sousa
Logan Chu DeBetta
Jayden Blythe Delgado
Melissa Delgado
Jaime Diaz
Michael Allen Diaz, Jr
Grant Peyton Dickinson
Sydney Lauren Dickinson
Carlos Sebastian Dominguez
Jeremy Thomas Donohue
Amber Julia Dowell
Vanessa Duarte Torres
Lindsey Paige Dufel
Arthur Kenneth Duncan

Monrovia High School
List of Graduates
Class of 2020

Kevin Loran Duncan
Cliona Isabel Durden
Daniel Raynard Elliott
Shelby Renee Ellison
Justice Skylar Engel
Adrianna Christine Fernandez
Giselle Lizbeth Flores
Rodolfo Antonio Flores
Sebastian Flores
Nathanael Kendall Forrey
Audrey Friedenberg
Sharmaine Catherine Anne Fritz
Kavein Maged Ramssis Gadala
Raneim Maged Ramssis Gadala
Cassandra Melody Gaeta Soto
Isaiah Daniel Jacob Gallardo
Melanie Susan Gallegos
Amaya Alexis Gamboa
Anthony Renee Gamboa
Kevin Gamon
Daniel Garcia
Lesley Faith Garcia
Rachelle Marina Garcia
Alison Gee
Ryan James Glatt
Coria Leenay Glover
Keylee Godina
Tanya Gautam Godse
Paige Kimberly Golles
Bryan Joe Gomez
Danielle Nicole Gomez
John Charles Gomia
Jonathan Thomas Gonzales
Johan Gonzalez
Kevin Alexander Goodman
Charlotte Emma Gray
Jahnel Mercedes Gray
Emily Michelle Griffin
Sean Luc Grizzard
Adriana Guevara
Alexander Anthony Gulke
John Michael Gutierrez
Daniel Izaiah Guzman
Luke Russell Hieberg
Hunter James Helm
Cheyenne Skye Heredia
Charlize June Hernandez
Daniel Hernandez
Edward Hernandez
Jacob Ryan Hernandez
Nicholas Santana Hernandez
Subanny Sofia Hernandez
Valerie Hernandez
Victor Saul Hernandez-Martinez
Cortez Richard Herrera
Narryah Nacole Hicks
Jake Taylor Hidey
Roger Ho
Alonso Huerta
Faith Anne Hussey
Andres Benjamin Ibarra
David Ibarra
Ximena Infante
Beyge Daeneek Iosia
Josaiah Tavita Iosia
Keanu Tetsuo Iwai
Elijah Raphael Jacquet
Yaret Aleisha Jerez De La Cruz
Ashley Sinai Jimenez
Benjamin Jimenez
Connor Alec Jimenez
Michael Wesley Jordan
Hailey Elizabeth Ila Joyner
Nathan Daniel Juarez
Nicholas Kang
Chandrah Faith Elisabeth Kerkhoff
Ethan Ko
Cory Joseph Kutsch
Michael Eduardo La Barbera
Haowen Lai
Sebastian Rafael Laprea
Jessica Angel Lee

Monrovia High School
List of Graduates
Class of 2020

Christian Alano Legaspy
Phoebe Kiyoko Levengood
Marcelo A Leyva
Michael Owen Lingeman
David Isaiah Loera
Vincent James Loera
Danielle Genesis Lopez
Ingrid Melissa Lopez
Makayla Ann Lopez
Rebecca RaeAnne Lopez
Mahina Suimai Ludwig
Marissa Lugo
Angela Mary Luiten
Sean Cooper Grant MacDonald
Cameron Nicole Machowsky
Raymond Anthony Maciel
John Malcolm Maines
Dean Ali Maiwandi
Aedden Zefu Makonnen
Abel Andrew Martin
Arlene Lizet Martinez
Giovanni Mateo Martinez
Kevin Martinez
Lira Martinez
Noah Mylo Martinez
Maya Jane Masri
Meleny Eliza Mata
Robert F. Matthiesen
Devon Valentino Mayes
Isaac Bailey-Michael Mayo-Reza
Tamera Mone'̕t McClenton
Aidan Grant McKelvey
Kayli Joan McNeil
Aidan Douglas McQuilkin
Brooke Nicole Medders
Georgina Medina
Pam Elizabeth Medina
Jezebel Carlyn Melara
Richard Alexander Melendez
Jacqueline Emery Mendez
Michael Andrew Mendoza
Andrew John Minogue
Mario E. Minor-Williams
Angel Miranda
Jasmine Raquell Miranda
Juan Manuel Mojica-Martinez
Michael Anthony Molina
Isabella Daniel Monge
Citlalic Morales
Jovanni Louis Morales
Breanna M. Morales Kalaw
Kenneth Adair Morales-Gonzalez
Olivia Marie Moran
Jacob Tanner Moraza
Vincnet Anthony Morelli
Travis Richard Morrison
Leslee Itzel Muniz
Hugo Munoz
Jose Luis Munoz
Jazmine Marie Murillo
Dylan Alexander Nakamura
Gavin Christian Nava Pulido
Emily Anastasia Neal
Vivan Ngo
Jay Scott Nguyen
Hunter Jason Alan Nicely
Sebastian Nieto
Kyle Anthony Noell
David Jesus Noyala
Angelina Marie Nunez
David Anthony Nunez
Tracy Denise Nunez
Camille Louise Ogilvie
Angel Sky Ortega
Isabella Raine Ortega
Kobie Ortiz
Julia Nicole Oseguera
Isaiah Pompeii Pablico
Link Christopher Pacheco
Andres Panuco Gutierrez
Myles Thomas Paredes
Nicholas Patrick Parker

Monrovia High School
List of Graduates
Class of 2020

Zeph Rumolo Delamin Pascasio
Marylin Pascual
Janine Esperanza Perez Landeros
Alayna Diane Peters
Kayla Shay Peterson
Samantha Nicole Petulla
Isabel Marie Pi Pliego
Khalehla Charlene Pitcher
Lukas Steven Pratt
Franklin Qu
Gustavo Jose Ramirez-Gonzalez
Kaitlyn Nicole Regan
Tyler Stephen Regan
Andrea Maribel Rendon
Wyatt Daniel Richardson
Morgan Victoria Richter
Jason Carlos Rivas
Jesse Rivera
Karis Shane Robinson
Alfonso Usbaldo Robles
Randi Alexis Rochelle
Jesus Rodriguez
Elizabeth Rojas Noyola
Anthony Javier Romero
Ryan Manzon Rondaris
Sarah Blaire Ronquillo
Chasen Thomas Roofe
Gabriel Rosas
Andrew Anthony Ruelas
Annette Michelle Ruiz-Arreola
Joseph Tomas Saleman
Noah Andres Salgado
Andrew Salinas
Carlos Javier Salinas
Sheccid Danielle Sanchez
Seth Logan Sandoval
Marcus Christopher Sayles
Tara Lynn Schinker
Nathaniel Robert Schwandt
Natalie Grace Serakides
Gregory Thomas Seright
Amber Nicole Shaw
Cuauhtemoc Abdul Silva
Shawn Christopher Silva
Steven Juan Silva
Ethan Holland Simmons
Jonah Kimball Simmons
Faith Season Small
Soleil Lyiah Smith
Nicholas Brandon Snow
Alex Soltero-Ramos
Abigail Juliana Sovik
Aliah Dieynaba Sow
James Christian Speranta
Tyler Allen Spicer
Colin Andrew Squire
Nicholas Anthony Stergar
Aidan Antonio Suarezs
Alex Suarez
Kate Tadeo
Kalani Kai Tagavilla
Eve Terrill
Caden Cabal Thomas
Isabella Rochelle Thompson
Devin Marace Thorpe
Jesus Alfonso Torres
Tanni T Tran
Jason Eliot Travers
Juliana Xilonen Trejo
Jamario James Turner
Andrew Edwin Uriarte
Jacob Ian Valenzuela
Elijah Amaru Vance
Brianna Vargas
Steven Edward Velderrain
Ricardo Jesus Verar
Ciara Daniella Villaflores
Kevin Villalvazo
Samantha Jolene Villalvazo-Gonzalez
Anne Denise Paduga Villanueva
Jeremiah Keaton Viilagas-Nealy
Luis Enrique Virgen Lopez

Monrovia High School
List of Graduates
Class of 2020

Jazmine Nicole Viveros
Xitlali De Jesus Vizcarra
Arionna Mone Walker
Payton Patricia Walsh
Kaitlyn Marie Walton
Jake Michael Weiss
Zyen Ariz White
Montana Marie Whitmore
Alexis Anee Marie Williams
Roger Patrick Williams
Matthew James Willman
Daylen Mekahi Wilson
Tron Deshon Woods
Adam Riker Woolery
Cory Wu
Russell Marcus Wu
JiaYi Xu

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

5. 19/20-1102 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K-12 Strong Workforce Program Grant (K12 SWP). This grant program covers the time period from July 1, 2019 through December 31, 2022. Allocation of funds will begin approximately June, 2020.

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

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

Budget Implication ($ Amount):

For the Grant term ending December 31, 2022, the Foothill Consortium has been

awarded $900,000, a portion of which shall be made available to District according to the Budget Allocation of the MOU.

Legal References:

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

Additional Information:

A copy of the Memorandum of Understanding is attached

ATTACHMENTS

- Azusa K12 Strong Workforce MOU 5-13-20.pdf

K12 Strong Workforce Program
A Memorandum of Understanding

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

I. Background

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

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

II. Duration of Memorandum of Understanding

The duration of the MOU will be for the duration of the grant funding term of July 1, 2019 - December 31, 2022 (allocation of funds will begin approximately June, 2020), unless otherwise modified or terminated by either party 30 days following the effective date of such written notice.

III. Amount Awarded

For the Grant Term ending December 31, 2022, the Foothill Consortium has been awarded $900,000, a portion of which shall be made available to District. The grant payment will be dispersed to the Foothill Consortium pursuant to receipt of fully executed Memoranda of Understanding from all members of the Consortium and a signed Grant Award Notification (GAN). All funds must be expended within the dates designated and for not more than the maximum amount indicated on the GAN.

IV. Responsibilities of the Parties

District:

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

AUSD:

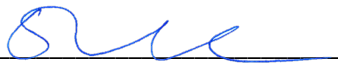
AUSD shall assure that all districts participating under this MOU will meet all of the grant requirements as delineated in the RFA, with the primary objectives to be the following:

- To support essential collaboration across education systems between the K–12 sector and community colleges, with involvement from industry businesses and organizations in strengthening CTE programs and pathways aligned with regional workforce needs
- To support LEAs in developing and implementing high-quality, K–14 CTE course sequences, programs, and pathways that:

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

V. Additional Provisions

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

Approved By Monrovia Unified School District	Azusa Unified School District
Katherine Thorossian	
Print Name	Print Name
Superintendent	
Title	Title
	
Signature	Signature
5/14/2020	
Date	Date

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

6. 19/20-2143 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2018-19 and 2019-20.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

AB 1200 requires districts to submit a summary of tentative agreement to the county office for review, and to make the summary available to the public, at least ten (10) work days prior to the date the Governing Board will take action on the agreement.

Background:

This proposed agreement presents the tentative settlement with MTA, CSEA, MASA and CCM for a 0.61% salary increase retroactive to July 1, 2019, and the reduction of one Professional Development Day beginning in 2020-21 with no reduction in employees' annual salary.

Budget Implication ($ Amount):

The Budget implications as the result of this agreement will be submitted to the Board for approval on May 27th. The total 2019-20 budget increase will be $294,889. This includes $241,009 from the District's Unrestricted General Fund and Contribution programs, $18,219 from LCFF Supplemental and Concentration Grant funds, $11,512 from categorical programs, and $24,149 from other District Funds. After Board approval the District's 2019-20 budget and multi-year projection will be revised accordingly. Background: The District started negotiations with the bargaining associations for the 18-19 and 19-20 school year before COVID-19 pandemic. We used the Governor's January preliminary state budget assumption which was reflected in multi-year projections of the District Second Interim Report, to reach the agreement. COVID-19 has impacted state economy due to the Shelter in Home orders. With State May Revision is only a workload budget, the District anticipates to receive final state budget assumption until summer. The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

Legal References:

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

Additional Information:

A copy of the Public Disclosure of Collective Bargaining Agreement is attached. In accordance with AB 1200 and AB 2756, the proposed agreement will be submitted for Board approval at the May 27, 2020 meeting.

ATTACHMENTS

- Public Disclosure of Proposed Collective Bargaining Agreement.pdf

Los Angeles County Office of Education
Business Advisory Services

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

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

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: May 27, 2020 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 37,808,206	$ 230,509		
			0.61%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 3,144,420	$ 11,197		
			0.36%	0.00%	0.00%
	Description of Other Compensation		Longevity, Overtime	Longevity, Overtime	Longevity, Overtime
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 8,948,053	$ 53,183		
			0.59%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 6,925,868	$ -		
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 56,826,547	$ 294,889	$ -	$ -
			0.52%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	663.00			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 85,711	$ 445	$ -	$ -
			0.52%	0.00%	0.00%

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

0.61% increase effective July 1, 2019.

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

No.

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

N/A.

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

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is $15,575.70.

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

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

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

N/A.

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

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

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

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

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

N/A.

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

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

Los Angeles County Office of Education
Business Advisory Services

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

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

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: May 27, 2020 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 23,081,752	$ 140,801		
			0.61%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 1,331,148	$ 1,487		
			0.11%	0.00%	0.00%
	Description of Other Compensation		Longevity		
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 4,929,766	$ 28,907		
			0.59%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 3,975,788			
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 33,318,454	$ 171,195	$ -	$ -
			0.51%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	314.00			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 106,110	$ 545	$ -	$ -
			0.51%	0.00%	0.00%

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

0.61% increase effective July 1, 2019.

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

No.

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

N/A.

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

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is $15,575.70.

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

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

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

N/A.

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

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

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

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

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

N/A.

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

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

Los Angeles County Office of Education
Business Advisory Services

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

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

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: May 27, 2020 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 9,637,938	$ 58,668		
			0.61%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 1,718,277	$ 9,361		
			0.54%	0.00%	0.00%
	Description of Other Compensation		Longevity, Overtime	Longevity, Overtime	Longevity, Overtime
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 2,853,563	$ 17,217		
			0.60%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 2,303,763			
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 16,513,541	$ 85,246	$ -	$ -
			0.52%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	307.00			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 53,790	$ 278	$ -	$ -
			0.52%	0.00%	0.00%

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

0.61% increase effective July 1, 2019.

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

No.

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

N/A.

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

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is $15,575.70.

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

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

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

N/A.

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

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

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

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

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

N/A.

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

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

Los Angeles County Office of Education
Business Advisory Services

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

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

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: May 27, 2020 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1.	**Salary Schedule** Including Step and Column	$ 4,253,160	$ 25,945		
			0.61%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 69,138	$ 214		
			0.31%	0.00%	0.00%
	Description of Other Compensation		Longevity		
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 914,829	$ 5,539		
			0.61%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 524,105			
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 5,761,232	$ 31,698	$ -	$ -
			0.55%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	33.00			
7.	**Total Compensation Average Cost per Bargaining Unit Employee**	$ 174,583	$ 961	$ -	$ -
			0.55%	0.00%	0.00%

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

0.61% increase effective July 1, 2019.

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

No.

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

N/A.

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

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is $15,575.70.

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

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

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

N/A.

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

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

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

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

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

N/A.

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

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

Los Angeles County Office of Education
Business Advisory Services

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

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

The proposed agreement covers the period beginning: July 1, 2018 (date) and ending: June 30, 2020 (date)

The Governing Board will act upon this agreement on: May 27, 2020 (date)

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

A. Proposed Change in Compensation

	Bargaining Unit Compensation **All Funds - Combined**		**Fiscal Impact of Proposed Agreement** (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) **2019-20**	Year 2 Increase/(Decrease) **2020-21**	Year 3 Increase/(Decrease) **2021-22**
1.	**Salary Schedule** Including Step and Column	$ 835,356	$ 5,095		
			0.61%	0.00%	0.00%
2.	**Other Compensation** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 25,857	$ 135		
			0.52%	0.00%	0.00%
	Description of Other Compensation		Longevity, Overtime		
3.	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 249,895	$ 1,520		
			0.61%	0.00%	0.00%
4.	**Health/Welfare Plans**	$ 122,212			
			0.00%	0.00%	0.00%
5.	**Total Bargaining Unit Compensation** Add Items 1 through 4 to equal 5	$ 1,233,320	$ 6,750	$ -	$ -
			0.55%	0.00%	0.00%
6.	**Total Number of Bargaining Unit Employees** (Use FTEs if appropriate)	9.00			
7.	**Total Compensation <u>Average</u> Cost per Bargaining Unit Employee**	$ 137,036	$ 750	$ -	$ -
			0.55%	0.00%	0.00%

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

0.61% increase effective July 1, 2019.

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

No.

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

N/A.

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

The 2019-20 maximum annual District contribution to Health & Welfare benefits per fulltime employee is $15,575.70.

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

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

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

N/A.

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

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

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

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

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

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

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

N/A.

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 51,366,082		$ -	$ 51,366,082
Federal Revenue	8100-8299	$ 107,972		$ -	$ 107,972
Other State Revenue	8300-8599	$ 1,689,300		$ -	$ 1,689,300
Other Local Revenue	8600-8799	$ 528,178		$ -	$ 528,178
TOTAL REVENUES		$ 53,691,532		$ -	$ 53,691,532
EXPENDITURES					
Certificated Salaries	1000-1999	$ 21,759,001	$ 127,718		$ 21,886,719
Classified Salaries	2000-2999	$ 6,730,468	$ 39,938		$ 6,770,406
Employee Benefits	3000-3999	$ 11,249,220	$ 36,330		$ 11,285,550
Books and Supplies	4000-4999	$ 909,439		$ -	$ 909,439
Services and Other Operating Expenditures	5000-5999	$ 5,108,374		$ -	$ 5,108,374
Capital Outlay	6000-6999	$ 66,600		$ -	$ 66,600
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 77,187		$ -	$ 77,187
Transfers of Indirect Costs	7300-7399	$ (1,212,681)		$ -	$ (1,212,681)
TOTAL EXPENDITURES		$ 44,687,608	$ 203,986	$ -	$ 44,891,594
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 74,289	$ -	$ -	$ 74,289
Contributions	8980-8999	$ (9,812,402)	$ (55,242)	$ -	$ (9,867,644)
OPERATING SURPLUS (DEFICIT)*		$ (882,767)	$ (259,228)	$ -	$ (1,141,995)
BEGINNING FUND BALANCE	9791	$ 8,356,186			$ 8,356,186
Audit Adjustments/Other Restatements	9793/9795				$ -
ENDING FUND BALANCE		$ 7,473,419	$ (259,228)	$ -	$ 7,214,191
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 220,000	$ -	$ -	$ 220,000
Restricted	9740				
Committed	9750-9760		$ -	$ -	$ -
Assigned	9780	$ 251,321	$ -	$ -	$ 251,321
Reserve for Economic Uncertainties	9789	$ 2,025,428	$ 8,122	$ -	$ 2,033,550
Unassigned/Unappropriated Amount	9790	$ 4,976,670	$ (267,350)	$ -	$ 4,709,320

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 2,954,701		$ -	$ 2,954,701
Other State Revenue	8300-8599	$ 5,474,595		$ -	$ 5,474,595
Other Local Revenue	8600-8799	$ 4,394,371		$ -	$ 4,394,371
TOTAL REVENUES		$ 12,823,667		$ -	$ 12,823,667
EXPENDITURES					
Certificated Salaries	1000-1999	$ 4,898,714	$ 28,361	$ -	$ 4,927,075
Classified Salaries	2000-2999	$ 4,260,748	$ 25,907	$ -	$ 4,286,655
Employee Benefits	3000-3999	$ 7,503,437	$ 12,486	$ -	$ 7,515,923
Books and Supplies	4000-4999	$ 952,087		$ -	$ 952,087
Services and Other Operating Expenditures	5000-5999	$ 3,350,016		$ -	$ 3,350,016
Capital Outlay	6000-6999	$ 75,300		$ -	$ 75,300
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 666,621		$ -	$ 666,621
Transfers of Indirect Costs	7300-7399	$ 911,307		$ -	$ 911,307
TOTAL EXPENDITURES		$ 22,618,230	$ 66,754	$ -	$ 22,684,984
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 134,136	$ -	$ -	$ 134,136
Contributions	8980-8999	$ 9,812,402	$ 55,242	$ -	$ 9,867,644
OPERATING SURPLUS (DEFICIT)*		$ (116,297)	$ (11,512)	$ -	$ (127,809)
BEGINNING FUND BALANCE	9791	$ 757,065			$ 757,065
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 640,768	$ (11,512)	$ -	$ 629,256
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ 640,768	$ (11,512)	$ -	$ 629,256
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ 51,366,082		$ -	$ 51,366,082
Federal Revenue	8100-8299	$ 3,062,673		$ -	$ 3,062,673
Other State Revenue	8300-8599	$ 7,163,895		$ -	$ 7,163,895
Other Local Revenue	8600-8799	$ 4,922,549		$ -	$ 4,922,549
TOTAL REVENUES		$ 66,515,199		$ -	$ 66,515,199
EXPENDITURES					
Certificated Salaries	1000-1999	$ 26,657,715	$ 156,079	$ -	$ 26,813,794
Classified Salaries	2000-2999	$ 10,991,216	$ 65,845	$ -	$ 11,057,061
Employee Benefits	3000-3999	$ 18,752,657	$ 48,816	$ -	$ 18,801,473
Books and Supplies	4000-4999	$ 1,861,526		$ -	$ 1,861,526
Services and Other Operating Expenditures	5000-5999	$ 8,458,390		$ -	$ 8,458,390
Capital Outlay	6000-6999	$ 141,900		$ -	$ 141,900
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 743,808		$ -	$ 743,808
Transfers of Indirect Costs	7300-7399	$ (301,374)		$ -	$ (301,374)
TOTAL EXPENDITURES		$ 67,305,838	$ 270,740	$ -	$ 67,576,578
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 208,425	$ -	$ -	$ 208,425
Contributions	8980-8999	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (999,064)	$ (270,740)	$ -	$ (1,269,804)
BEGINNING FUND BALANCE	9791	$ 9,113,251			$ 9,113,251
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 8,114,187	$ (270,740)	$ -	$ 7,843,447
COMPONENTS OF ENDING FUND					
Nonspendable	9711-9719	$ 220,000	$ -	$ -	$ 220,000
Restricted	9740	$ 640,768	$ (11,512)	$ -	$ 629,256
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ 251,321	$ -	$ -	$ 251,321
Reserve for Economic Uncertainties	9789	$ 2,025,428	$ 8,122	$ -	$ 2,033,550
Unassigned/Unappropriated Amount	9790	$ 4,976,670	$ (267,350)	$ -	$ 4,709,320

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ 267,540		$ -	$ 267,540
Other State Revenue	8300-8599	$ 1,603,848		$ -	$ 1,603,848
Other Local Revenue	8600-8799	$ 336,215		$ -	$ 336,215
TOTAL REVENUES		$ 2,207,603		$ -	$ 2,207,603
EXPENDITURES					
Certificated Salaries	1000-1999	$ 1,167,896	$ 6,717	$ -	$ 1,174,613
Classified Salaries	2000-2999	$ 119,481	$ 852	$ -	$ 120,333
Employee Benefits	3000-3999	$ 601,752	$ 1,665	$ -	$ 603,417
Books and Supplies	4000-4999	$ 88,779		$ -	$ 88,779
Services and Other Operating Expenditures	5000-5999	$ 235,663		$ -	$ 235,663
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 113,041		$ -	$ 113,041
TOTAL EXPENDITURES		$ 2,326,612	$ 9,234	$ -	$ 2,335,846
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ 250,000	$ -	$ -	$ 250,000
Transfers Out and Other Uses	7600-7699	$ 148,579	$ -	$ -	$ 148,579
OPERATING SURPLUS (DEFICIT)*		$ (17,588)	$ (9,234)	$ -	$ (26,822)
BEGINNING FUND BALANCE	9791	$ 343,253			$ 343,253
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 325,665	$ (9,234)	$ -	$ 316,431
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 325,665	$ (9,234)	$ -	$ 316,431

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ 1,169,168		$ -	$ 1,169,168
Other Local Revenue	8600-8799	$ 56,087		$ -	$ 56,087
TOTAL REVENUES		$ 1,225,255		$ -	$ 1,225,255
EXPENDITURES					
Certificated Salaries	1000-1999	$ 356,214	$ 2,046	$ -	$ 358,260
Classified Salaries	2000-2999	$ 396,990	$ 2,423	$ -	$ 399,413
Employee Benefits	3000-3999	$ 355,183	$ 939	$ -	$ 356,122
Books and Supplies	4000-4999	$ 38,148		$ -	$ 38,148
Services and Other Operating Expenditures	5000-5999	$ 11,355		$ -	$ 11,355
Capital Outlay	6000-6999	$ 48,000		$ -	$ 48,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 78,229		$ -	$ 78,229
TOTAL EXPENDITURES		$ 1,284,119	$ 5,408	$ -	$ 1,289,527
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (58,864)	$ (5,408)	$ -	$ (64,272)
BEGINNING FUND BALANCE	9791	$ 153,411			$ 153,411
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 94,547	$ (5,408)	$ -	$ 89,139
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 94,547	$ (5,408)	$ -	$ 89,139

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	$ -		$ -	$ -
Federal Revenue	8100-8299	$ 2,377,408		$ -	$ 2,377,408
Other State Revenue	8300-8599	$ 137,182		$ -	$ 137,182
Other Local Revenue	8600-8799	$ 396,205		$ -	$ 396,205
TOTAL REVENUES		$ 2,910,795		$ -	$ 2,910,795
EXPENDITURES					
Certificated Salaries	1000-1999		$ -	$ -	$ -
Classified Salaries	2000-2999	$ 1,073,686	$ 6,546	$ -	$ 1,080,232
Employee Benefits	3000-3999	$ 446,394	$ 1,535	$ -	$ 447,929
Books and Supplies	4000-4999	$ 1,191,515		$ -	$ 1,191,515
Services and Other Operating Expenditures	5000-5999	$ 80,988		$ -	$ 80,988
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ 110,104		$ -	$ 110,104
TOTAL EXPENDITURES		$ 2,902,687	$ 8,081	$ -	$ 2,910,768
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ 8,108	$ (8,081)	$ -	$ 27
BEGINNING FUND BALANCE	9791	$ 40,306			$ 40,306
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 48,414	$ (8,081)	$ -	$ 40,333
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ 40,000	$ -	$ -	$ 40,000
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 8,414	$ (8,081)	$ -	$ 333

*Net Increase (Decrease) in Fund Balance

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

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fee Based Fund**
Bargaining Unit:

	Object Code	Column 1 Latest Board-Approved Budget Before Settlement (As of 03/11/2020)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	$ -		$ -	$ -
Other State Revenue	8300-8599	$ -		$ -	$ -
Other Local Revenues	8600-8799	$ 406,262		$ -	$ 406,262
TOTAL REVENUES		$ 406,262		$ -	$ 406,262
EXPENDITURES					
Certificated Salaries	1000-1999	$ 90,187	$ 549	$ -	$ 90,736
Classified Salaries	2000-2999	$ 118,460	$ 649	$ -	$ 119,109
Employee Benefits	3000-3999	$ 58,490	$ 228	$ -	$ 58,718
Books and Supplies	4000-4999	$ 51,861		$ -	$ 51,861
Services and Other Operating Expenditures	5000-5999	$ 148,743		$ -	$ 148,743
Capital Outlay	6000-6999	$ -		$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ -		$ -	$ -
Transfers of Indirect Costs	7300-7399	$ -		$ -	$ -
TOTAL EXPENDITURES		$ 467,741	$ 1,426	$ -	$ 469,167
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (61,479)	$ (1,426)	$ -	$ (62,905)
BEGINNING FUND BALANCE	9791	$ 158,973			$ 158,973
Audit Adjustments/Other Restatements	9793/9795	$ -			$ -
ENDING FUND BALANCE		$ 97,494	$ (1,426)	$ -	$ 96,068
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	$ -	$ -	$ -	$ -
Restricted	9740	$ -	$ -	$ -	$ -
Committed	9750-9760	$ -	$ -	$ -	$ -
Assigned	9780	$ -	$ -	$ -	$ -
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ 97,494	$ (1,426)	$ -	$ 96,068

*Net Increase (Decrease) in Fund Balance

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

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4g: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Page 4h: Other	Amount	Explanation
Revenues	$ -	
Expenditures	$ -	
Other Financing Sources/Uses	$ -	

Additional Comments:

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 51,366,082	$ 52,061,567	$ 53,185,766
Federal Revenue	8100-8299	$ 107,972	$ -	$ -
Other State Revenue	8300-8599	$ 1,689,300	$ 1,045,927	$ 1,039,631
Other Local Revenue	8600-8799	$ 528,178	$ 483,178	$ 451,178
TOTAL REVENUES		$ 53,691,532	$ 53,590,672	$ 54,676,575
EXPENDITURES				
Certificated Salaries	1000-1999	$ 21,886,719	$ 22,567,994	$ 22,691,248
Classified Salaries	2000-2999	$ 6,770,406	$ 6,697,269	$ 6,740,570
Employee Benefits	3000-3999	$ 11,285,550	$ 12,036,545	$ 12,107,263
Books and Supplies	4000-4999	$ 909,439	$ 977,066	$ 1,256,145
Services and Other Operating Expenditures	5000-5999	$ 5,108,374	$ 4,776,197	$ 4,743,578
Capital Outlay	6000-6999	$ 66,600	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 77,187	$ 76,493	$ 78,566
Transfers of Indirect Costs	7300-7399	$ (1,212,681)	$ (1,212,681)	$ (1,212,681)
Other Adjustments				$ -
TOTAL EXPENDITURES		$ 44,891,594	$ 45,918,883	$ 46,404,689
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 74,289	$ 73,893	$ 73,470
Contributions	8980-8999	$ (9,867,644)	$ (10,013,387)	$ (10,059,160)
OPERATING SURPLUS (DEFICIT)*		$ (1,141,995)	$ (2,415,491)	$ (1,860,744)
BEGINNING FUND BALANCE	9791	$ 8,356,186	$ 7,214,191	$ 4,798,700
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 7,214,191	$ 4,798,700	$ 2,937,956
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 220,000	$ 220,000	$ 220,000
Restricted	9740			
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 251,321	$ 264,233	$ 629,871
Reserve for Economic Uncertainties	9789	$ 2,033,550	$ 2,067,027	$ 2,074,556
Unassigned/Unappropriated Amount	9790	$ 4,709,320	$ 2,247,440	$ 13,529

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ -	$ -	$ -
Federal Revenue	8100-8299	$ 2,954,701	$ 2,849,462	$ 2,849,462
Other State Revenue	8300-8599	$ 5,474,595	$ 5,264,108	$ 5,260,273
Other Local Revenue	8600-8799	$ 4,394,371	$ 4,459,104	$ 4,533,619
TOTAL REVENUES		$ 12,823,667	$ 12,572,674	$ 12,643,354
EXPENDITURES				
Certificated Salaries	1000-1999	$ 4,927,075	$ 4,977,075	$ 5,027,075
Classified Salaries	2000-2999	$ 4,286,655	$ 4,286,655	$ 4,286,655
Employee Benefits	3000-3999	$ 7,515,923	$ 7,676,399	$ 7,746,687
Books and Supplies	4000-4999	$ 952,087	$ 1,121,507	$ 837,128
Services and Other Operating Expenditures	5000-5999	$ 3,350,016	$ 3,134,417	$ 3,064,417
Capital Outlay	6000-6999	$ 75,300	$ -	$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	$ 666,621	$ 666,621	$ 666,621
Transfers of Indirect Costs	7300-7399	$ 911,307	$ 911,307	$ 911,307
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 22,684,984	$ 22,773,981	$ 22,539,890
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 134,136	$ 134,136	$ 134,136
Contributions	8980-8999	$ 9,867,644	$ 10,013,387	$ 10,059,160
OPERATING SURPLUS (DEFICIT)*		$ (127,809)	$ (322,056)	$ 28,488
BEGINNING FUND BALANCE	9791	$ 757,065	$ 629,256	$ 307,200
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 629,256	$ 307,200	$ 335,688
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ -	$ -	$ -
Restricted	9740	$ 629,256	$ 307,200	$ 335,688
Committed	9750-9760			
Assigned	9780			
Reserve for Economic Uncertainties	9789	$ -	$ -	$ -
Unassigned/Unappropriated Amount	9790	$ -	$ -	$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit:

	Object Code	2019-20 Total Revised Budget After Settlement	2020-21 First Subsequent Year After Settlement	2021-22 Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	$ 51,366,082	$ 52,061,567	$ 53,185,766
Federal Revenue	8100-8299	$ 3,062,673	$ 2,849,462	$ 2,849,462
Other State Revenue	8300-8599	$ 7,163,895	$ 6,310,035	$ 6,299,904
Other Local Revenue	8600-8799	$ 4,922,549	$ 4,942,282	$ 4,984,797
TOTAL REVENUES		$ 66,515,199	$ 66,163,346	$ 67,319,929
EXPENDITURES				
Certificated Salaries	1000-1999	$ 26,813,794	$ 27,545,069	$ 27,718,323
Classified Salaries	2000-2999	$ 11,057,061	$ 10,983,924	$ 11,027,225
Employee Benefits	3000-3999	$ 18,801,473	$ 19,712,944	$ 19,853,950
Books and Supplies	4000-4999	$ 1,861,526	$ 2,098,573	$ 2,093,273
Services and Other Operating Expenditures	5000-5999	$ 8,458,390	$ 7,910,614	$ 7,807,995
Capital Outlay	6000-6999	$ 141,900	$ -	$ -
Other Outgo (excuding Indirect Costs)	7100-7299 7400-7499	$ 743,808	$ 743,114	$ 745,187
Transfers of Indirect Costs	7300-7399	$ (301,374)	$ (301,374)	$ (301,374)
Other Adjustments			$ -	$ -
TOTAL EXPENDITURES		$ 67,576,578	$ 68,692,864	$ 68,944,579
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	$ -	$ -	$ -
Transfers Out and Other Uses	7600-7699	$ 208,425	$ 208,029	$ 207,606
Contributions	8980-8999	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)*		$ (1,269,804)	$ (2,737,547)	$ (1,832,256)
BEGINNING FUND BALANCE	9791	$ 9,113,251	$ 7,843,447	$ 5,105,900
Audit Adjustments/Other Restatements	9793/9795	$ -		
ENDING FUND BALANCE		$ 7,843,447	$ 5,105,900	$ 3,273,644
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable	9711-9719	$ 220,000	$ 220,000	$ 220,000
Restricted	9740	$ 629,256	$ 307,200	$ 335,688
Committed	9750-9760	$ -	$ -	$ -
Assigned	9780	$ 251,321	$ 264,233	$ 629,871
Reserve for Economic Uncertainties	9789	$ 2,033,550	$ 2,067,027	$ 2,074,556
Unassigned/Unappropriated Amount	9790	$ 4,709,320	$ 2,247,440	$ 13,529

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 67,785,003	$ 68,900,893	$ 69,152,185
b.	Less: Special Education Pass-Through Funds	$ -	$ -	$ -
c.	Net Expenditures, Transfers Out, and Uses	$ 67,785,003	$ 68,900,893	$ 69,152,185
d.	State Standard Minimum Reserve Percentage for this District **Enter percentage** →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or $50,000)	$ 2,033,550	$ 2,067,027	$ 2,074,566

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 2,033,550	$ 2,067,027	$ 2,074,556
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 4,709,320	$ 2,247,440	$ 13,529
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$ -	$ -	$ -
e.	Total Available Reserves	$ 6,742,870	$ 4,314,467	$ 2,088,085
f.	Reserve for Economic Uncertainties Percentage	9.95%	6.26%	3.02%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	X	No	
2020-21	Yes	X	No	
2021-22	Yes	X	No	

4. If no, how do you plan to restore your reserves?

5. **Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	$	294,889
General Fund balance Increase/(Decrease), Page 4c, Column 2	$	(270,740)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	$	(9,234)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	$	(5,408)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	$	(8,081)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	$	(1,426)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	$	(294,889)
	Variance	$ -

Variance Explanation:

6. **Will this agreement create or increase deficit financing in the current or subsequent years?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

General Fund Combined		Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	$	(999,064)	(1.5%)	Planned spending of reserves.
Current FY Surplus/(Deficit) after settlement(s)?	$	(1,269,804)	(1.9%)	Planned spending of reserves.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	$	(2,737,547)	(4.0%)	Planned spending of reserves.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	$	(1,832,256)	(2.6%)	Planned spending of reserves.

Deficit Reduction Plan (as necessary):

7. **Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?**

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

MYP		Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	$	-	
1st Subsequent FY Restricted, Page 5b	$	-	
2nd Subsequent FY Unrestricted, Page 5a	$	-	
2nd Subsequent FY Restricted, Page 5b	$	-	

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	9,675.74	9,993.56		
b. Amount Change from Prior Year Funding per ADA		317.82	-	-
c. Percentage Change from Prior Year Funding per ADA		3.28%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		294,889.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		0.52%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Monrovia Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30,2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ 294,889
Ending Balance(s) Increase/(Decrease)	$ (294,889)

Subsequent Years

Budget Adjustment Categories:	**Budget Adjustment Increase/(Decrease)**
Revenues/Other Financing Sources	$ -
Expenditures/Other Financing Uses	$ -
Ending Balance(s) Increase/(Decrease)	$ -

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

X I hereby certify ____ I am unable to certify

District Superintendent (Signature) — Date: 5-6-2020

X I hereby certify ____ I am unable to certify

Chief Business Official (Signature) — Date: 5/4/20

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:
Assumptions are the same as the District's 2019-20 Second Interim Budget.

Concerns regarding affordability of agreement in subsequent years (if any):
The District started negotiations with the bargaining associations for the 18-19 and 19-20 school year before COVID-19 pandemic. We used the Governor's January preliminary state budget assumption which was reflected in multi-year projections of the District Second Interim Report, to reach the agreement. COVID-19 may impact state economy due to the Shelter in Home orders and extension of the both federal and state income taxes. Since the State May Revision is only a workload budget, the final impact will not be known until summer

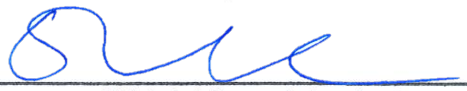
The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Monrovia Unified School District
District Name



District Superintendent (Signature)

5/14/2020
Date

David C. Conway
Contact Person

(626) 926-6794
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 27, 2020, took action to approve the proposed agreement with the MTA/CSEA/MASA/CCM Bargaining Units.

President (or Clerk), Governing Board (Signature)

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

7. 19/20-3061 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"

RECOMMENDATION

The Board of Education is requested to adopt Resolution 1920-22, declaring May 18 through May 22, 2020, as "Classified School Employee Week," and all citizens are urged to participate in observances that express their appreciation for classified employees.
Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

ATTACHMENTS

- Classified Emp Week Resolution.pdf

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1920-22
"CLASSIFIED SCHOOL EMPLOYEE WEEK"

WHEREAS, the week of May 18 through May 22, 2020, has been proclaimed as "Classified School Employee Week"; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Monrovia Unified School District declares May 18, through May 22, 2020 be designated as Classified School Employee Week, and hereby recognizes and honors the contribution of school employees to quality education in the State of California and the Monrovia Unified School District.

ADOPTED, SIGNED AND APPROVED THIS 13th day of May.

Monrovia Board of Education:

Rob Hammond President _____

Bryan Wong, Vice-President _____

Maritza Travanti, Clerk _____

Ed Gilliland, Member _____

Selene Lockerbie, Member _____

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

8. 19/20-5049 - BOARD DISCUSSION ON PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIREMENTS AT SOCIAL GATHERINGS

RECOMMENDATION

The Board of Education will discuss the requirements surrounding personal protective equipment (PPE) at social gatherings as suggested by the Los Angeles County Department of Health.

Rationale:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2020-05-13 19:00:00

AGENDA ITEM TITLE:

9. 19/20-5050- PENDING BOARD ISSUES

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

Rationale:
To provide a schedule for updates regarding issues that are critical for the Board of Education as part of their priorities and goals.

Background:
The Board will revise this document as they see fit. Items will be deleted as they are completed.

Additional Information:

ATTACHMENTS

- Pending Board Issues - 051320.pdf

Agenda Item J.9
19/20-5050
May 13, 2020

Subject: PENDING BOARD ISSUES

Prepared by: Katherine F. Thorossian, Ed. D., Superintendent

Action desired:

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

Rationale:

This agenda item affords an opportunity for the Board of Education to review the status of items that have been scheduled for Board consideration, raise issues or questions that have not been scheduled for discussion, and place issues in priority order for attention, consistent with the Board Vision.

Issue/Question/Request	Status	Next steps
	Cyclical Reports	
LCFF / LCAP	Annual review and revision of LCAP with input from stakeholder groups.	Awaiting LACOE guidance
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	To be reviewed in May
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	To be reviewed in May

Issue/Question/Request	Status	Next steps
	Cyclical Reports (continued)	
Student Achievement: standards & plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.	Educational Services Board Meeting Reports: 5/27/20 • Class of 2020 Report • Homeless & Foster Youth Report (Board Update) 6/10/20: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report (Board Update) 6/24/20: • Music/Art Community Theater Report • Con Ap approval • LCAP Adoption • LCAP Federal Addendum	
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	June 2020

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	**2019-20 Budget Preparation Calendar:** • May 21, 2020: 2020-21 Governor's May Budget Revision (Board Update) • June 10, 2020: 2020-21 LCAP Public Hearing • June 10, 2020: 2020-21 Adopted Budget Public Hearing • June 24, 2020: 2020-21 LCAP Adoption • June 24, 2020: 2020-21 Budget Adoption	
Board Walks (Board site visits)	Board Walks will resume in the 2020-2021 SY	Secondary schools in 2020-21 school years
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2022

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	• Review legislative policy changes/updates • Special Education funding	2019-20
MUSD Marketing	• Receive guidelines on how to focus marketing efforts	2019-20
Facilities Needs Assessment Prioritized List	• Receive recommendations about the Facilities Master Plan needs assessment	In progress
Jt. Meeting with Monrovia City Council	• To collaborate and discuss matters of importance to both the City of Monrovia and the District	Working on potential dates
State of the Schools	• Plans in progress	October 7, 2020
Solar Panel Options	• Revisit solar panel options throughout the District	Seeking funding options
Amigos de los Rios	• Status report on the results of the Prop 68 grant	In progress
Lobbyist Efforts for MUSD	• Discuss efforts of lobbyist group on behalf of the District	In progress
Report on 2020/2021 SY	• Receive information on changes to 2020/2021 SY	May 27th Board meeting

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2019-20
	Business Policies	2019-20
	Human Resources Policies	2019-20
	Educational Services Policies	2019-20
	Pupil Personnel Services	2019-20