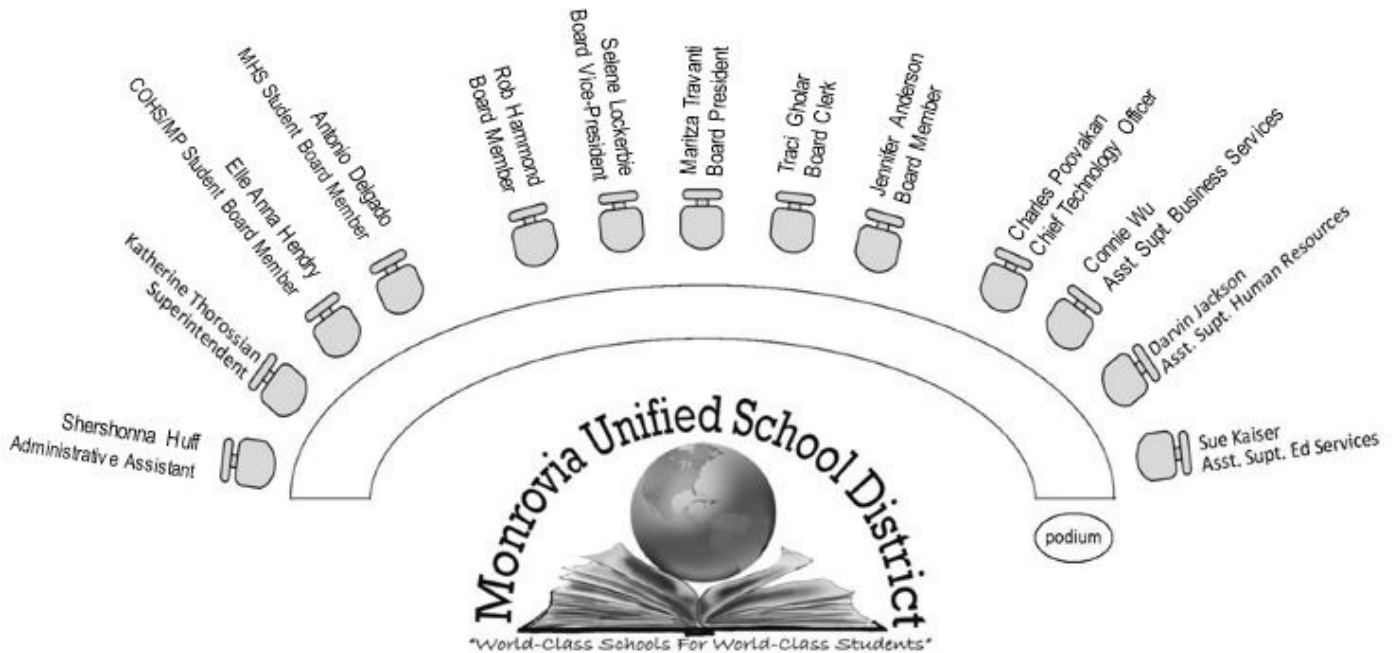




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair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



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



## MONROVIA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

325 E. Huntington Drive Monrovia, California 91016

### BOARD OF EDUCATION CLOSED SESSION

Wednesday, April 14, 2021

6:30 p.m. - Superintendent's Office

### BOARD OF EDUCATION OPEN SESSION

Wednesday, April 14, 2021

7:00 p.m. - Board Room & Virtual Zoom Meeting

### CORONAVIRUS DISEASE (COVID-19) ADVISORY

In response to the COVID-19 pandemic, 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.

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- 2) Livestream online at [www.foothillsmedia.org/MUSD](http://www.foothillsmedia.org/MUSD)

**A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING (6:30 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 REGULAR BOARD OF EDUCATION OPEN SESSION (7:00 p.m.)**

1. Meeting called to order by presiding chairperson, \_\_\_\_\_ at \_\_\_\_\_ pm.
2. Pledge of Allegiance by Mayflower ES

3. Roll Call:

Maritza Travanti, Board President \_\_\_\_\_ Katherine Thorossian, Superintendent \_\_\_\_\_  
Selene Lockerbie, Board Vice-President \_\_\_\_\_ Sue Kaiser, Asst. Supt. Ed. Svcs. \_\_\_\_\_  
Traci Gholar, Board Clerk \_\_\_\_\_ Darvin Jackson, Asst. Supt. HR \_\_\_\_\_  
Jennifer Anderson, Board Member \_\_\_\_\_ Connie Wu, Asst. Supt. Bus. Svcs. \_\_\_\_\_  
Rob Hammond, Board Member \_\_\_\_\_ Charles Poovakan, CTO \_\_\_\_\_  
COHS/ MP Student Board Member Elle Hendry \_\_\_\_\_

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 Special Board of Education Mtg. on March 16, 2021.

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

[BM Mins - 031621.pdf](#)

3. Approve the Minutes of the Regular Board of Education Mtg. on March 24, 2021.

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

[BM Mins - 032421.pdf](#)

**F. RECOGNITIONS AND COMMUNICATIONS**

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

- Hermann Goss, Cafeteria Manager - Monroe ES

- Shirley Conde, Intervention Teacher - Monroe ES
- Hector Flores, Custodian - Santa Fe CSMS
- Rob Cady, Teacher - Santa Fe CSMS

2. The Board of Education would like to recognize the **MUSD Food Services Department** for their commitment to the students of Monrovia Unified and **for serving 1,000,000 meals during the COVID-19 pandemic.**

3. The Board of Education would like to recognize the **Elementary Task Force** for their tireless work in ensuring a safe return to school for elementary students and staff.

4. Board Member Reports
5. Student Board Member Report
6. Report from the Superintendent

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

Please send all public comments to [publiccomments@monroviaschools.net](mailto:publiccomments@monroviaschools.net). You may indicate whether you wish to have your comment read during public comments, or if about an agenda item, during that item's 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. TEACHING AND LEARNING PANDEMIC UPDATE. (Dr. Katherine Thorossian, Superintendent).** The Board of Education will receive the latest updates impacting education during the 2020-21 school year.

**I. CONSENT AGENDA**

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

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

Approval of Consent Agenda:

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

Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_, Board Member Gholar\_\_\_\_

Board Member Lockerbie\_\_\_\_, Board President Travanti\_\_\_\_

**EDUCATIONAL SERVICES**

**1. 20/21-1100 - AGREEMENT WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH WORKSHOPS**

The Board of Education is requested to approve an Agreement with Foothill Family to provide mental health workshops to students and families in the Monrovia Unified School District for one year.

[MOU - Foothill Family - 20210414.pdf](#)

**2. 20/21-1101 - TOBACCO-USE PREVENTION EDUCATION/ VAPING AWARENESS MINI GRANT COMMITMENT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE)**

The Board of Education is requested to approve the Tobacco-Use Prevention Education-Vaping Awareness Mini Grant Commitment Form with Los Angeles County Office of Education for a Tobacco-Use Prevention Education-Vaping Awareness Mini-Grant.

[LACOE TUPE Mini Grant - Contract 136111.pdf](#)

[Assurance Letter - CDE TUPE - 20210414.pdf](#)

**3. 20/21-1102 - ON-DEMAND ELECTRONIC CORE AND SUPPLEMENTAL SUBSCRIPTION AGREEMENT WITH HAZELDEN PUBLISHING**

The Board of Education is requested to approve a renewal of the On-Demand Electronic Core and Supplemental Subscription Agreement with Hazelden Publishing for online materials associated with the implementation of the Olweus Bullying Prevention Program.

[OLWEUS Quotation - 20210331.pdf](#)

**4. 20/21-1104 - AMENDMENT TO FACILITY USE AGREEMENT WITH TCF US PRODUCTIONS 81, INC., (DISNEY) FOR FILMING AT MONROVIA HIGH SCHOOL**

The Board of Education is requested to approve an Amendment to Addendum: Facility Use Agreement with TCF US Productions 81, Inc., (Disney), for use of facilities at Monrovia High School for the filming of the movie "Cheaper by the Dozen."

[DISNEY Amendment to Agreement - Approved 20210324.pdf](#)

[AGREEMENT - DISNEY - Approved 20210324.pdf](#)

**BUSINESS SERVICES**

**5. 20/21-2110 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$319,894.74 issued December 25, 2020 through January 8, 2021, and payments in the amount of \$493,456.68 issued March 11, 2021 through March 30, 2021.

[BA Item 2110\(b-e\) Purchase Order Rpt 4-14-21.pdf](#)

**6. 20/21-2111 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipt; Deposit Report No. 26 through No. 27 deposited March 19, 2021 through March 22, 2021 for a total amount of \$255,793.81.

[BA Item 2111\(b\) Deposit Rpt #26-27 4-14-21.pdf](#)

**7. 20/21-2112 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2112\(b\) Budgetary Transfers 4-14-21.pdf](#)

**8. 20/21-2113 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-15.

[Acceptance of Gifts #2021-15 04-14-21.pdf](#)

**9. 20/21-2114- PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements report #10 for the Monrovia Unified School District.

[Professional Service Agmts #10.pdf](#)

**HUMAN RESOURCES**

**10. 20/21-3050 - PERSONNEL ASSIGNMENTS**

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #16.

[2021-04-14 Personnel Report 16.pdf](#)

**11. 20/21-3051 - ADOPTION OF THE LOS ANGELES COUNTY PLAN FOR EXPELLED STUDENTS**

The Board of Education is requested to adopt the Los Angeles County Plan for Expelled Students 2021 (triennial update).

[LA County Plan for expelled students.pdf](#)

**12. 20/21-3052 - QUARTERLY UNIFORM COMPLAINT**

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

[Monrovia USD UCP Reporting 3rd quarter.pdf](#)

**BOARD BUSINESS**

**13. 20/21-5062- BOARD POLICY 3515, *CAMPUS SECURITY*, AND ACCOMPANYING ADMINISTRATIVE REGULATION AND KEY POLICY**

The Board of Education is requested to receive for adoption Board Policy 3515, *Campus Security*, and its accompanying Administrative Regulation and Key Policy as recommended by the California School Boards Association.

[BA Item 2115\(b\) Campus Security BP 3515 and AR 3515 \(2nd Reading\) 4-14-21.pdf](#)

**14. 20/21-5068- AMENDMENT NO.3 TO AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND VMA COMMUNICATIONS**

The Board of Education is requested to approve a third amendment to an agreement between Monrovia Unified School District and VMA Communications to extend the original contract and continue VMA services until June 30, 2021.

[Monrovia USD Third Amendment to VMA Contract FY 20-21 -March 2021.pdf](#)

[VMA Monrovia USD Contract FY 20-21 -8.31.20 fully signed.pdf](#)

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

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

**1. 20/21-5063- BOARD POLICIES 4119.11 & 4219.11, *SEXUAL HARASSMENT*, AND THEIR ACCOMPANYING ADMINISTRATIVE REGULATIONS; AND ADMINISTRATIVE REGULATIONS, 4219.12, 4319.12 & 5145.71, *TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES***

The Board of Education is requested to receive for second reading Board policies 4119.11 & 4219.11, Sexual Harassment, and their accompanying Administrative Regulations; and Administrative Regulations 4219.12, 4319.12 & 5145.71, Title IX Sexual Harassment Complaint Procedures.

[AR 4319.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)

[AR 4219.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)

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

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

[AR 5145.71 Title IX Sexual Harassment Complaint Procedures.pdf](#)

**2. 20/21-5064- BOARD BYLAW 9150, *STUDENT BOARD MEMBERS***

The Board of Education is requested to receive for first reading, Board Bylaw 9150, Student Board Members, as recommended by the California School Boards Association (CSBA).

[BB 9150 Student Board Member \(1st Reading 041421\) .pdf](#)

**3. 20/21-5065 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA**

# UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2021 MONROVIA DAYS PARADE & FESTIVAL

The Board of Education is requested to approve an MOU between the District, City of Monrovia, and Centre Stage Productions for the organization and production of the upcoming 2021 Monrovia Days Parade & Festival on May 14-16, 2021.

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

[Monrovia Days MOU- April 14 2021.pdf](#)

## 4. 20/21-5066 – 2021-2022 PROPOSED BOARD MEETING SCHEDULE

The Board of Education is requested to review and approve the schedule of the Regular Board of Education meetings for the 2021-2022 school year.

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

[Proposed Board Meeting Schedule 2021-22 SY.pdf](#)

## 5. 20/21-5067 - 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 041421.pdf](#)

## K. OLD BUSINESS

- April 28, 2021; 7:00 p.m. - Regular Board of Education Meeting
- May 12, 2021; 7:00 p.m. - Regular Board of Education Meeting
- May 20, 2021; 4:00 p.m. - Jt. PC/ Board of Education Meeting
- May 26, 2021; 7:00 p.m. - Regular Board of Education Meeting
- June 10, 2021; 7:00 p.m. - Regular Board of Education Meeting

## L. NEW BUSINESS

### Open Houses:

- Mayflower - April 20-22, 2021
- Plymouth - April 20, 2021
- Bradoaks - April 27, 2021
- Wild Rose - April 29, 2021

### Graduations:

- Monrovia Community Adult School - May 27, 2021
- MHS - June 9, 2021

### Other Dates to Calendar:

- Memorial Day (All Sites Closed) - May 31, 2021
- Last Day of School - June 9, 2021

## M. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

2. Approve the Minutes of the Special Board of Education Mtg. on March 16, 2021.

## RECOMMENDATION

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

## Rationale:

## Additional Information:

## ATTACHMENTS

- [BM Mins - 031621.pdf](#)



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

**SPECIAL BOARD OF EDUCATION CLOSED SESSION**

Tuesday, March 16, 2021

6:00 p.m. - Virtual Zoom Meeting

**SPECIAL BOARD OF EDUCATION OPEN SESSION**

Tuesday, March 16, 2021

6:30 p.m. - Virtual Zoom Meeting

**UNADOPTED MINUTES**

**CORONAVIRUS DISEASE (COVID-19) ADVISORY**

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**A. CONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING (6:00 p.m.)**

1. Called to Order at 6:01 p.m.
2. Public Comments for items on the Special Board of Education Closed Session Agenda  
**There were none.**

**B. CONVENED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 6:02 p.m.**

1. Public Employee Discipline/Dismissal/Release/Assignment - Superintendent  
(Government Code Section 54957)

**C. ADJOURNED SPECIAL BOARD OF EDUCATION CLOSED SESSION at 6:30 p.m.**

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

1. Meeting called to order by Board President Travanti at 6:33 p.m.
2. Pledge of Allegiance

3. Roll Call:

Maritza Travanti, President	Present	Katherine Thorossian, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present		
Traci Gholar, Clerk	Present		
Jennifer Anderson, Member	Present		
Robert Hammond, Member	Present		

Leadership Associates: Dr. Fred Van Leuven Present, Dr. David Verdugo Present



4. Report out of Closed Session

**No action was taken.**

5. Public Comments for items on the Special Board of Education Open Session Agenda

**There were none.**

**E. SUPERINTENDENT SEARCH PROCESS - *Discussion/Directions***

The Board of Education met with Leadership Associates search firm advisors to discuss the following:

1. Overview of search process
2. Board / search firm protocols during the search
3. Timeline for the search
4. Board input regarding desired qualities and characteristics of new superintendent
5. Board recommendation regarding community and staff groups to participate in input sessions with Leadership Associates consultants
6. Discussion of online survey

**F. ADJOURNED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING at 8:24 p.m.**

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Dr. Katherine Thorossian, Superintendent & Secretary to the Board

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Traci Gholar, Board Clerk

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

3. Approve the Minutes of the Regular Board of Education Mtg. on March 24, 2021.

## RECOMMENDATION

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

Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_, Board Member  
Gholar\_\_\_\_

Board Member Lockerbie\_\_\_\_, Board President Travanti \_\_\_\_

## Rationale:

## ATTACHMENTS



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

**BOARD OF EDUCATION CLOSED SESSION**

Wednesday, March 24, 2021

6:30 p.m. - Virtual Zoom Meeting

**BOARD OF EDUCATION OPEN SESSION**

Wednesday, March 24, 2021

7:00 p.m. - Virtual Zoom Meeting

**UNADOPTED MINUTES**

**CORONAVIRUS DISEASE (COVID-19) ADVISORY**

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

1. Called to Order at 6:30 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. ADJOURNED BOARD OF EDUCATION CLOSED SESSION at 6:59 p.m.**

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

1. Meeting called to order by Board President Travanti at 7:01 p.m.
2. Pledge of Allegiance was led by Plymouth ES

**3. Roll Call:**

Maritza Travanti, President	Present	Katherine Thorossian, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Traci Gholar, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present
Jennifer Anderson, Member	Present	Connie Wu, Asst. Supt. of Bus. Svcs.	Present
Robert Hammond, Member	Present	Charles Poovakan, Chief Tech. Officer	Present
MHS Student Board Member Antonio Delgado	Present		

4. Report on Closed Session held this date  
**No action was taken.**

**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.

**Agenda item #'s J.5, J.10, & J.6, were moved up to follow public comments. Agenda item #J.9 was pulled from the agenda.**

2. Approved the Minutes of the Regular Board of Education Mtg. on March 10, 2021 & Minutes of the Special Board of Education Mtg. on March 12, 2021

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

[BM Mins - 031021.pdf](#)

[BM Mins - 031221.pdf](#)

**F. COMMUNICATIONS**

1. Board Member Reports

- **Board Member Lockerbie** shared on the **Open House at Clifton MS** that both she and **Board member Gholar** attended on March 22, 2021.
- **Board President Travanti** shared with the community a letter she received from **Kevin & Darla Sayles** applauding outstanding **principal of Santa Fe CSMS, Dr. Geoff Zamarripa.**

2. Student Board Member Report

3. Report from the Superintendent

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

Please send all public comments to [publiccomments@monroviashools.net](mailto:publiccomments@monroviashools.net). You may indicate whether you wish to have your comment read during public comments, or if about an agendized item, during that item's 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.

**The Board of Education received public comments from parents and members of the community regarding the reopening of secondary schools.**

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

**There were none.**

**H. 5. 2021-2108 - E-WASTE SERVICE AGREEMENT WITH TYCOON MATERIALS, INC.**

The Board of Education approved the e-waste agreement with Tycoon Materials, Inc. for the disposal of District wide obsolete electronic, computer, peripheral and related electronic surplus materials.

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

[BA Item 2108\(b\) E-Waste Service Agreement with Tycoon Materials, Inc.pdf](#)

## **J.10 N20/21-5060 - BOARD POLICY 3515, *CAMPUS SECURITY*, AND ACCOMPANYING ADMINISTRATIVE REGULATION AND KEY POLICY**

The Board of Education received for first reading Board Policy 3515, *Campus Security*, and its accompanying Administrative Regulation and Key Policy as recommended by the California School Boards Association.

[BA Item 2106\(b-h\) Campus Security Board Policy 3515 and Accompanying AR 3-24-21.pdf](#)

## **J.6 20/21-2109 - OUTDOOR LEARNING FACILITY PROJECT AGREEMENT WITH AMIGO DE LOS RIOS**

The Board of Education approved an agreement between Monrovia Unified School District and Amigos De Los Rios for the campus urban green/outdoor learning projects that is out of the scope of the grant funded by Lower Los Angeles and San Gabriel Rivers and Mountains Conservancy Grant at Plymouth Elementary School and Santa Fe Computer Science Magnet School.

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

Board Member Hammond – Y, Board Member Anderson – Y, Board Member Gholar - Y,

Board Member Lockerbie – Y, Board President Travanti – Y

[BA Item 2109\(b\) Urban Green Infrastructure Project Agreement with Amigo de Los Rios 3-24-21.pdf](#)

## **H. INFORMATIONAL REPORTS AND PRESENTATIONS**

**1. TEACHING AND LEARNING PANDEMIC UPDATE. (Dr. Katherine Thorossian, Superintendent).** The Board of Education received the latest updates impacting education during the 2020-21 school year.

## **I. CONSENT AGENDA**

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

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

Approval of Consent Agenda:

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

Board Member Hammond – Y, Board Member Anderson – Y, Board Member Gholar - Y,

Board Member Lockerbie – Y, Board President Travanti – Y

## **EDUCATIONAL SERVICES**

### **1. 20/21-1089 - COMMUNITY ADVISORY COMMITTEE REPRESENTATIVE FOR THE WEST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA**

The Board of Education appointed Teresa Vazquez as Monrovia Unified School District's parent representative to the Community Advisory Committee (CAC) for the West San Gabriel Valley Special Education Local Plan Area (SELPA) from March 24, 2021 to June 30, 2022.

### **2. 20/21-1090 - FINAL SETTLEMENT AGREEMENT**

The Board of Education ratified a Final Settlement Agreement regarding Student No. 4703078518 dated March 11, 2021.

[Settlement Agreement Report #1.pdf](#)

### **3. 20/21-1091 - COMPROMISE AND RELEASE AGREEMENT**

The Board of Education ratified a Compromise and Release Agreement regarding Student No. 3467909935 dated March 12, 2021.

[Settlement Agreement Report #2.pdf](#)

### **4. 20/21-1092 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS**

The Board of Education ratified non-public school/agency Master Contracts with multiple service providers as detailed in Master Contract Report #2 for the 2020/2021 school year, beginning July 1, 2020 through June 30, 2021.

**5. 20/21-1093 - AGREEMENT FOR TRANSPORTATION SERVICES**

The Board of Education approved an agreement with Jorge's Get Around for school pupil activity and special education student transportation for the 2020-21 school year.

[Agreement to Furnish Pupil Transportation Services 2020-21.pdf](#)

**6. 20/21-1095 - ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT**

The Board of Education approved the Advancement Via Individual Determination (AVID) College Readiness System Order for Clifton Middle School, Santa Fe Middle School, and Monrovia High School. Effective from July 1, 2021 through June 30, 2022.

[AVID Quote - 20210316.pdf](#)

**7. 20/21-1096 - CALIFORNIA HEALTHY KIDS SURVEY (CHKS) REGIONAL CENTER MEMORANDUM OF UNDERSTANDING**

The Board of Education approved a Memorandum of Understanding with the California Healthy Kids Survey (CHKS) Regional Center as a precondition to the administration of the California Healthy Kids Survey.

[MOU - CHKS.pdf](#)

**BUSINESS SERVICES**

**8. 20/21-2096 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipt; Deposit Report No. 25 deposited March 8, 2021 for a total amount of \$340,314.56.

[BA Item 2096\(b\) Deposit Rpt #25 3-24-21.pdf](#)

**9. 20/21-2101 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education ratified purchase orders in the amount of \$34,118.89 issued December 11, 2020 through December 25, 2020, and payments in the amount of \$5,540,618.53 issued February 26, 2021 through March 10, 2021.

[BA Item 2101\(b-e\) Purchase Order Rpt 3-24-21.pdf](#)

**10. 20/21-2102 - BUDGETARY TRANSFERS AND REVISIONS**

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2102\(b\) Budgetary Transfer 3-24-21.pdf](#)

**11. 20/21-2103 - CUMULATIVE OBJECT SUMMARY REPORTS**

The Board of Education received the final District Cumulative Object Summary report for the month of February 2021.

[BA Item 2103\(b\) Cumulative Object Summary Rpt - February 2021 3-24-21.pdf](#)

**12. 20/21-2104 - ACCEPTANCE OF GIFTS**

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2021-14.

[Acceptance of Gifts #2021-14 03-24-21.pdf](#)

**HUMAN RESOURCES**

**13. 20/21-3045 - PERSONNEL ASSIGNMENTS**

The Monrovia Unified School District Board of Education approved Personnel Assignments Report #15.

[2021-03-24 Personnel Report 15.pdf](#)

#### **14. 20/21-3046 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL**

The Monrovia Unified School District Board of Education approved Travel and Conference Report #4.

[03242021TravelConference.pdf](#)

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

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

##### **1. 20/21-1097 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved 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.

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

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

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

[Foothill Consortium K12 SWP Budget Round 3 2020-2021 Allocation - Sheet1.pdf](#)

##### **2. 20/21-1098 - PURCHASE KAMI LICENSE FOR SECONDARY MATH STUDENTS THROUGH THE LACOE EQUITABLE INNOVATION GRANT**

The Board of Education approved a Sales Order Terms and Conditions with Kami Notable, Inc.

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

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

[LACOE Equitable Innovation Grant Application, LACOE Grant Agreement, and Sales Quote and Terms - 20210324.pdf](#)

[Kami Quote - 20210401-20220331.pdf](#)

##### **3. 20/21-1099 - FACILITY USE AGREEMENT WITH MESQUITE PRODUCTIONS FOR FILMING AT MONROVIA HIGH SCHOOL**

The Board of Education is requested to approve a Facility Use Agreement with Mesquite Productions Inc. to use the facilities at Monrovia High School for filming a television production.

**Motion by Board Member Lockerbie to approve the agreement with amendments to the contract to include a thank you to Monrovia High School**, seconded by Board Member Hammond, **Vote 5-0**

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

[Monrovia - Disney - Cheaper By The Dozen with revisions 3-18.pdf](#)

#### **K. RECESSED BOARD OF EDUCATION OPEN SESSION MEETING at 9:20 p.m.**

#### **L. RECONVENED BOARD OF EDUCATION OPEN SESSION MEETING at 9:25 p.m.**

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

##### **4. 20/21-2107 - SHARP COPIER/PRINTER LEASE AGREEMENT**

The Board of Education approved a five (5) year lease agreement from Sharp Corporation for the lease with option to purchase two (2) MX-6051 Copier/printer units at the conclusion of the lease term at "Fair Market Value."

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

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

[BA Item 2107\(b\) Sharp Copier.Lease Agreement 3-24-21.pdfmmn](#)

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

**7. 20/21-3048 - APPROVAL OF BLOCK INSTRUCTIONAL MODEL FOR THE REOPENING OF MUSD SECONDARY SCHOOLS**

The Board of Education approved the proposed Secondary Hybrid Instructional Model to be implemented at all MUSD secondary schools.

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

[Block Schedule.pdf](#)

**8. 20/21-3049 - AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF PHOENIX AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education ratified a School Affiliation Agreement with the University of Phoenix.

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

[University of Phoenix CA Monrovia Unified School District ED.pdf](#)

**9. 20/21-3050- PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE MONROVIA TEACHERS ASSOCIATION (MTA) REGARDING RETURN TO SCHOOL HYBRID MODEL**

The Board of Education approved a Memorandum of Understanding between Monrovia Unified School District and the Monrovia Teachers Association (MTA) in preparation for return to school in a Hybrid model.

[MOU Preparation for Return to School in a Hybrid Model-0324221.pdf](#)

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

**11. 20/21-5061- PENDING BOARD ISSUES**

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

[Pending Board Issues 032410.pdf](#)

**M. OLD BUSINESS**

- April 14, 2021; 7:00 p.m. - Regular Board of Education Meeting
- April 28, 2021; 7:00 p.m. - Regular Board of Education Meeting

**N. NEW BUSINESS**

Open Houses:

- CELC - March 25, 2021
- MHS - March 29 - April 1, 2021
- Monroe - April 1, 2021
- Mayflower - April 20-22, 2021
- Plymouth - April 20, 2021
- Bradoaks - April 27, 2021
- Wild Rose - April 29, 2021

Other Dates to Calendar

- Cesar Chavez Day (All Sites Closed) - April 2, 2021
- Spring Break (All Sites Closed) - April 5-9, 2021



**O. ADJOURNED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 10:35 p.m.**

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Dr. Katherine Thorossian, Superintendent & Secretary to the Board

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Traci Gholar, Board Clerk

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 1. 20/21-1100 - AGREEMENT WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH WORKSHOPS

#### RECOMMENDATION

The Board of Education is requested to approve an Agreement with Foothill Family to provide mental health workshops to students and families in the Monrovia Unified School District for one year.

#### Rationale:

As part of the Nurturing Every Student Together (NEST) plan to support social emotional needs for all Monrovia Unified School District (MUSD) stakeholders, Foothill Family will provide hour-long workshops for students and families. The workshops will focus on the awareness and coping mechanisms necessary to successfully navigate the changes brought on by COVID-19, particularly as families transition back from distance learning to a hybrid instructional model. In alignment with SB98, MUSD maintains a commitment to provide mental health education.

#### Background:

Foothill Family is a local community agency with a long history of commitment to improving infant, child, youth, and family development in the Greater Los Angeles region. They provide high-quality mental health care in English and Spanish, which promotes long-term change for families in Monrovia and surrounding communities.

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

Wellness workshop webinars are provided at \$200 per session.

#### Legal References:

Per Education Code 17604, all contracts are to be approved by the Board of Education.

#### Account:

01.4-07303.0-00000-00000-5150-6004300

## ATTACHMENTS

- [MOU - Foothill Family - 20210414.pdf](#)

## **AGREEMENT FOR SERVICES**

By and Between Monrovia Unified School District and  
Foothill Family

This Agreement for Services is made this the 15<sup>th</sup> day of April 2021 by 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 will provide services to students and families of the District and the District will reimburse for those services at rates stipulated in this contract.

**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. Deliverable Services**

- A. Foothill Family shall provide workshops at the agreed upon rate of \$200.00 per hour long workshop which includes a discount due to Covid-19 from our normal price of \$375.00 per hour long workshop.
- B. Workshops will be provided on an agreed upon online platform and can be provided in English or Spanish at the request of the District.
- C. It is the responsibility of the School District to advertise for the workshop. A flyer to promote the workshop can be provided by Foothill Family upon request.

#### **Section 2. Staffing.**

Foothill Family shall provide all personnel to staff the workshops.

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 Service. Supervision of Foothill Family staff shall be provided by Foothill Family. Foothill Family shall provide worker's compensation insurance coverage for its staff designated. Foothill Family shall provide District with a certificate of insurance in a form satisfactory to the District.

#### **Section 3. Fingerprinting of Foothill Family 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 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 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 Services.

**Section 11. Entire Agreement**

This Agreement contains the entire understanding of the parties with respect to the subject hereof and supersedes 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 17. 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

FOOTHILL FAMILY  
2500 East Foothill Blvd., Suite 300  
Pasadena, CA 91107

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**

**FOOTHILL FAMILY**

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

By: Tami Mitsumori-Miller

Title: \_\_\_\_\_

Title: Chief Clinical Officer

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

Date: 3/30/2021

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **2. 20/21-1101 - TOBACCO-USE PREVENTION EDUCATION/ VAPING AWARENESS MINI GRANT COMMITMENT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE)**

## RECOMMENDATION

The Board of Education is requested to approve the Tobacco-Use Prevention Education-Vaping Awareness Mini Grant Commitment Form with Los Angeles County Office of Education for a Tobacco-Use Prevention Education-Vaping Awareness Mini-Grant.

### **Rationale:**

The LACOE Tobacco-Use Prevention Education-Vaping Awareness Mini Grant is designed to increase awareness among all stakeholders about the dangers and prevalence of vaping. The award amount is \$5,000, half of which will be granted at the completion of a staff training session, and the remainder which will be granted after the completion of four presentations and relevant meeting documentation. The funding period is February 2021 to June 2021. Participating districts are required to complete this Agreement and Assurance of Compliance to attending the training and completing the required presentations.

### **Background:**

The district's Letter of Commitment was approved by the Board of Education on December 9, 2020.

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

The award amount will be for \$5,000.00.

### **Legal References:**

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

### **Additional Information:**

LACOE MOU for the Tobacco-Use Prevention Education (TUPE) Vaping Awareness Mini Grant and the Letter of Assurance of Compliance are attached.

## ATTACHMENTS

- [LACOE TUPE Mini Grant - Contract 136111.pdf](#)
- [Assurance Letter - CDE TUPE - 20210414.pdf](#)

LOS ANGELES COUNTY OFFICE OF EDUCATION  
FOR  
TOBACCO-USE PREVENTION EDUCATION (TUPE)  
VAPING AWARENESS MINI GRANT  
CURRICULUM AND INSTRUCTIONAL SERVICES

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

MONROVIA SCHOOL DISTRICT, hereinafter referred to as “District”, mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE’s Tobacco-Use Prevention Education (TUPE) Programs Office has determined that District requires assistance to support school level tobacco-use prevention advocacy. LACOE shall provide a new funding opportunity for District to address the current epidemic of youth vaping. Appropriate District staff will receive a one-day professional training session from LACOE on current e-cigarettes and vaping tobacco-related issues with the goal of District conducting a series of presentations and sharing resources with various stakeholders in their respective school communities. District agrees to complete the training, conduct a minimum of four (4) presentations, and document presentation attendance in accordance with the terms and conditions of this Contract and Exhibit A – Commitment Form, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated with LACOE’s project director who is Mark Hernandez.

2. TERM

This Contract shall begin on February 9, 2021 and continue in full force and effect through June 30, 2021.

3. PAYMENT

LACOE shall pay District an amount not to exceed Five Thousand Dollars (\$5,000.00) for work performed hereunder (\$2,500.00 upon completion of the mandatory LACOE training and \$2,500 upon completion of all deliverables). Any work performed by the District in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices can be emailed to; [accounts\\_payable@lacoed.edu](mailto:accounts_payable@lacoed.edu) or mailed to the attention of the Accounts Payable Unit.

4. 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, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

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

5. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

6. NOTICES

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

LACOE:  
Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, ECW-133  
Downey, CA 90242-2890

District:  
MONROVIA SCHOOL DISTRICT  
325 E. Huntington Drive  
Monrovia, CA 91016  
ATTN: Dr. Catherine Real



7-10. SECTIONS RESERVED (Intentionally left blank.)

11. 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.

12. EMPLOYEE FINGERPRINTING

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

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. 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. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the

transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. 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.

17. 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.

18. SEVERABILITY/WAIVER

18.1 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.

18.2 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. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

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

20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

21. 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.

22. ATTORNEY'S FEES

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

23. 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.

24. 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.

25. GOVERNING LAW/FORUM SELECTION

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

26. INCORPORATION BY REFERENCE

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

27. 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.

28. RECORD RETENTION AND INSPECTION

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

29. 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.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs 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 pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

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.

31. 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 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO AND MARIJUANA-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 Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and

marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. 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.

34. 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:

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

34.2 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;

34.3 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 34.2 above, of this certification; and,

34.4 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.

35. 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.

36. RETIREMENT REPORTING

Contractor must disclose to LACOE if any of Contractor's employees working under this contract have retired from the California State Teachers' Retirement System ("CALSTRS") or the California Public Employees' Retirement System ("CALPERS"). Pursuant to California Education Code section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CALSTRS and hours worked limitations if Contractor's employees have retired from CALPERS. If Contractor's employees have retired from either CALSTRS or CALPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional agreements in any given year.

37. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

If Contractor employs five (5) or more employees, Contractor must provide at least two (2) hours of sexual harassment prevention training and education to all supervisory employees and one (1) hour of such training to all non-supervisory employees. Contractor must also provide sexual harassment prevention training to its temporary or seasonal employees within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two (2) years thereafter, pursuant to California Senate Bill 1343.

LACOE reserves the right to request for certification of such training and to terminate this Contract if the Contractor fails to comply with this section.

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

MONROVIA UNIFIED  
SCHOOL DISTRICT

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_  
ab 2/24  
Report - 2/9/21

Date \_\_\_\_\_

KATHERINE FUNDUKIAN THOROSSIAN  
Superintendent

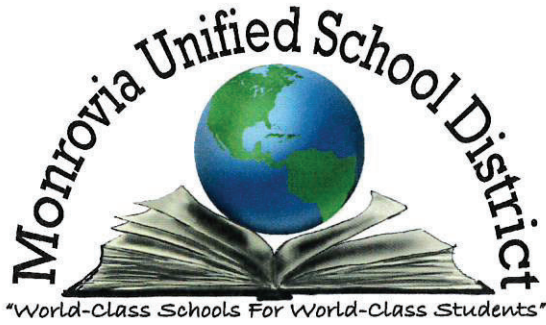
DARVIN JACKSON  
Assistant Superintendent, Human Resources

SUE KAISER  
Assistant Superintendent, Educational Services

CONNIE WU  
Assistant Superintendent, Business Services

CHARLES POOVAKAN  
Chief Technology Officer

SHERSHONNA HUFF  
Administrative Assistant



325 East Huntington Drive, Monrovia, California 91016 \* 626/471-2010 \* FAX 626/471-2077

**Los Angeles County Office of Education:  
Tobacco-Use Prevention Education-Vaping Awareness Mini Grant  
Commitment Form**

We agree to implement each of the points listed below from the start of the contract through June 30, 2021:

- Attend a one-day training
  - o Suggested representative: Nurse, Teacher On Special Assignment, Counselor, Wellness Coordinator, and Parent Liaison
- Conduct a minimum of 4 presentations during the term of the contract
  - o 1 presentation to students
  - o 1 presentation targeting district administrators or the Wellness Committee
  - o 1 presentation targeting teachers and appropriate school staff
  - o 1 presentation targeting parents
- Provide the following documents for each presentation conducted to receive full reimbursement:
  - o Agenda
  - o Copy of sign-in sheets (if applicable)
  - o Service Form

**On behalf of the Monrovia Unified School District, we agree to meet the criteria outlined in this Commitment Form.**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Superintendent  
Title

\_\_\_\_\_  
12/09/2020  
Date



**KATHERINE FUNDUKIAN THOROSSIAN**  
Superintendent

**DARVIN JACKSON**  
Assistant Superintendent, Human  
Resources

**SUE KAISER**  
Assistant Superintendent, Educational  
Services

**CONNIE WU**  
Chief Business Officer

**CHARLES POOVAKAN**  
Chief Technology Officer

**SHERSHONNA HUFF**  
Administrative Assistant

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325 East Huntington Drive, Monrovia, California 91016 \* 626/471-2010 \* FAX 626/471-2077

April 14, 2021

To: Tobacco-Use Prevention Education Office  
California Department of Education

From: Monrovia Unified School District  
19647900000000

Re: Assurance of Compliance with Tobacco-Free Policy

As the Superintendent of Monrovia Unified School District, I hereby attest that this agency complies with California *Health and Safety Code*, Section 104420, as it pertains to:

- Adoption of Tobacco-Free Policy and enforcement procedures,
- Communication of said policy and enforcement procedures to staff, students, parents, and community,
- Posting of appropriate signs at all entrances to agency property, and
- Dissemination of information to students and staff regarding tobacco cessation opportunities

This memorandum is my assurance to the California Department of Education that Monrovia Unified School District will enforce all aspects of the policy adopted by our Board of Education.

Sincerely,

Katherine Fundukian Thorossian  
Superintendent



# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **3. 20/21-1102 - ON-DEMAND ELECTRONIC CORE AND SUPPLEMENTAL SUBSCRIPTION AGREEMENT WITH HAZELDEN PUBLISHING**

#### **RECOMMENDATION**

The Board of Education is requested to approve a renewal of the On-Demand Electronic Core and Supplemental Subscription Agreement with Hazelden Publishing for online materials associated with the implementation of the Olweus Bullying Prevention Program.

#### **Rationale:**

The Olweus Bullying Program (OBPP) was approved at the March 14, 2018, Board meeting. The OBPP is a whole-school program to prevent or reduce bullying throughout a school setting that is designed for students in all grade K-12 levels. This subscription agreement allows access to the Olweus On-Demand Core Program for each elementary, middle, and high schools.

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

A Tobacco-Use Prevention Education (TUPE) grant is pending. Supplemental and Concentration (S&C) funds will be utilized if grant is not awarded.

#### **Legal References:**

Per Education Code 17604, all contracts are to be approved by the Governing Board.

## ATTACHMENTS

- [OLWEUS Quotation - 20210331.pdf](#)

# Quotation



P.O. Box 176 Center City, MN 55012-0176

**For Inquires:**  
**800-328-9000 toll free for all US & Canada**  
**651-213-4000 ext. 4699 for all other countries**  
**Hazelden.org/bookstore**

PAGE	PAYMENT TERMS	EXPIRE DATE	SALES REP	CUSTOMER PO
1 of 10	NET 30	01-JUN-2021	MASSEY, CHRISTINE LENORE	
QUOTE NUMBER		CUSTOMER NUMBER	AMOUNT	
1059206		60247	19,200.00	

**BILL TO**

MONROVIA UNIFIED SCHOOL DIST  
 325 E HUNTINGTON DR  
 MONROVIA, LOS ANGELES CA 91016-3585

**SHIP TO**

CATHERINE REAL  
 MONROVIA UNIFIED SCHOOL DIST  
 325 E HUNTINGTON DR  
 MONROVIA, LOS ANGELES CA 91016-3585

LINE	QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT ADJUSTMENT	NET PRICE	NET TOTAL
1	8	SE3926	Olweus Core Program On Demand 5-9 Schools (3 Year)	1,500.00	0.00	1,500.00	12,000.00
2	5	SE3928	Olweus Elementary School Resources On Demand (3 Year)	1,100.00	-200.00	900.00	4,500.00
3	2	SE3929	Olweus Middle School Resources On Demand (3 Year)	1,100.00	-200.00	900.00	1,800.00
4	1	SE3972	Olweus High School Resources On Demand (3 Year)	1,100.00	-200.00	900.00	900.00
5	8	OD4889	On Demand More Class Meetings That Matter for Grades K-12 (3 Year)	0.00	0.00	0.00	0.00

LIST PRICE	ADJUSTMENT	SELLING PRICE	SHIPPING/HANDLING	TAX	TOTAL (USD)
20,800.00	-1,600.00	19,200.00	0.00	0.00	<b>19,200.00</b>

# Terms And Conditions

1059206 - 1  
09-MAR-2021  
01-JUN-2021  
2/10

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## 1. On-Demand Electronic Core and Supplemental Subscription Agreement

This agreement ("Agreement") is made and entered into on the Ninth day of March, 2021 ("Effective Date") by and between MONROVIA UNIFIED SCHOOL DIST("Subscriber"), and Hazelden Betty Ford Foundation, a Minnesota non-profit corporation. ("Hazelden").

A. Subscriber or Subscriber's responsible party desires to purchase from Hazelden electronic access to certain materials for use by the schools identified on Exhibit A herein.

B. Hazelden agrees to provide the written materials and videos on a Web-based platform for electronic use by Subscriber's authorized users subject to the terms and conditions of this Agreement and terms and conditions provided on the Web-based platform.

Now therefore, in consideration of the mutual benefits and consideration set forth herein, the parties agree as follows:

## 2. Scope of Subscription

Under this Agreement, Subscriber and its authorized user are granted a non-exclusive, non-refundable, revocable, non-transferable right to electronically access and use the Materials set forth in Exhibit B ("Materials"). Only the Subscriber and its authorized users set forth in Exhibit A ("Authorized Users") are granted permission to electronically access and use the Materials in accordance with the terms of this Agreement.

## 3. Access to Material

(a) Subscriber shall be granted electronic access to the Materials from a Web-based platform provided by Hazelden for purposes of allowing Subscriber's Authorized Users to electronically access and print the Materials solely for their own use by one of the following methods (i) being given protected passwords (ii) providing Hazelden with Subscriber's IP Addresses, which will be a range or range of IP addresses that will be allowed access, or (iii) by providing Hazelden with a password protected referral URL that will link to the Web-based platform and will be posted on a private location. A Subscription is required for each building that will access the content of the Subscription. Users may access the Subscription content on mobile devices when used within each building that has a Subscription, but Subscription Users can not use mobile devices to access Subscription content when not within a building with a Subscription. Authorized Users may access the Materials as often as necessary during the term of the Agreement. Subscriber shall be responsible for setting up password protected access, if applicable, or instructing users on access method within the Web-based platform for individual users or user groups (i.e., each school building), to be identified at their discretion based on the number of licenses purchased. By doing so, Subscriber shall allow individual Authorized Users to view and print the Materials for their own use.

(b) Authorized Users may view and print the Materials only for their own use in accordance with the terms and conditions of this Agreement. Subscriber shall require each Authorized User to acknowledge and agree to abide by the following: (i) comply with all copyright protections (ii) agree to remove all electronic copies on local networks, computers or other devices and destroy all printed copies, if the electronic subscription is not renewed (iii) agree not to redistribute the Materials, in whole or in part, outside of the school or building (i.e., access may not be given to parents/caregivers or anyone else outside of the school or building) (iv) agree to allow only Authorized Users designated by each school or building to copy, distribute or use the Materials, and (v) agree not to alter or modify the Materials.

## 4. Prohibited Uses

Subscriber and Authorized Users may not access, upload, download, photocopy, reproduce, display, make available or use the Materials either electronically or in printed form for the following uses without the express, written permission of Hazelden:

- a. sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the Materials or any rights granted under this Agreement to any persons or entities who are not Authorized Users of Subscriber;
- b. alter, modify, repackage or adapt the Materials for any purpose; or use the Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the Materials, or bulk reproduction or distribution of the Materials in any form.

The Subscriber understands, acknowledges, and agrees that Subscriber is solely responsible for any Authorized User's breach of Section 2 and 3 of this Agreement and shall, within 30 days of an identified breach or unauthorized use, pay an additional subscription fee for each unauthorized use in the amount of 300% of the subscription fees set forth in Exhibit C in addition to any other damages, costs or expenses incurred by Hazelden in enforcing its rights under this Agreement. Further, Subscriber understands, acknowledges, and agrees that Hazelden shall have the right, pursuant to Section 5 below, to immediately terminate this Agreement upon Subscriber's or any authorized users' breach of any of the terms or conditions of this Agreement. This section shall survive the expiration or termination of this Agreement.

## **5. Permitted Users**

Subscriber must provide Hazelden with the names of all authorized schools or buildings. Subscriber shall notify Hazelden in writing of any changes to the authorized users set forth in **Exhibit A**. Access to the Web-based platform is restricted to school or building staff only. Parents/family caregivers or others outside of the school or building may not be given access. All changes to user access must be approved by Hazelden and if applicable, Hazelden will need to change assigned Usernames and Passwords if assignment has already been done. Once a school or building begins utilizing and printing the materials or the on-line surveys, if applicable, Subscriber cannot reassign use to another school or building in its place. Subscriber shall use reasonable precautions to prevent unauthorized use of the Materials including but not limited to, protection of user-specific access codes, protection of Web-based platform access, notifying users of the limitations and requirements of this Agreement, promptly notifying Hazelden of unauthorized use of the Materials and prompt removal of the Materials from the school district and individual school or building computers or networks and destroying all printed copies after the expiration or termination of this Agreement for any reason. This section shall survive the expiration or termination of this Agreement.

## **6. Term and Termination**

The Agreement shall commence on the Subscription Start Date and be in effect for three years. Hazelden shall have the right to immediately terminate this Agreement upon Subscriber's or any authorized users' breach of any of the terms or conditions of this Agreement.

## **7. Renewal**

Hazelden will contact Subscriber six (6) months prior to the subscription expiration date in an effort to renew. If a renewal agreement is not in place prior to the expiration of this Agreement, Subscriber must immediately remove Materials from all school district and individual school or building computers, cease use of the Materials and destroy all printed copies of the Materials. In addition, Subscriber must sign and return the *Materials Destroyed* form provided by Hazelden that certifies that all known copies have been destroyed.

## **8. Subscription Fees**

Subscriber or Subscriber's responsible party shall pay a three year subscription fee, either in full or annually, as set forth herein. Subscription fees are due and payable within 30 days of the invoice date. Payment shall be remitted to the address on the invoice. Upon receipt of payment as outlined below and the signed agreement, Hazelden will provide access to the Web-based platform for the written materials and videos, and if applicable, access to the on-line survey site for use by Subscriber.

## 9. Intellectual Property Rights and Warranty

Hazelden warrants that it is entitled to grant the subscription rights to the Materials outlined in this agreement. Subscriber agrees that Hazelden is the owner of all rights, title and interest in and to the Materials and acknowledges that it has no claim to ownership by reason of its use or access to the Materials. All Materials are lawfully licensed to or owned by Hazelden and protected by the United States Copyright Laws and International Treaty provisions. Copying of the Materials is permitted only by the Subscriber and its Authorized Users for their own use in accordance with the terms and length of this Agreement.

## 10. Fidelity

Subscriber and its Authorized Users agree to use good faith efforts to implement the Materials as recommended to ensure the fidelity of these programs.

## 11. Limit of Liability

To the maximum permitted by applicable law, in no event shall Hazelden be liable for any direct, incidental, special or consequential, punitive or indirect damages or losses whatsoever (including, but not limited to, damages for loss of profits or loss of data or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other loss whatsoever), arising out of or in any way related to the Materials. Hazelden undertakes no responsibility for, and disclaims all liability arising from, any inability of Subscriber or Authorized User to access the Materials, unless such access failure is due to issues with Hazelden's Web-based platform. If the issues are due to this platform, and access is delayed for two weeks or more, Hazelden will extend the length of the subscription for the amount of time lost. This section shall survive the expiration or termination of this Agreement.

## 12. Technical Support

If Subscriber requires technical support due to issues with Hazelden's Web-based platform they should call 1-800-328-9000 or e-mail [subscriptions@hazelden.org](mailto:subscriptions@hazelden.org). If Subscriber requires technical support due to issues with the online survey, they should call 1-800-328-9000 or e-mail [bullyingreports@hazelden.org](mailto:bullyingreports@hazelden.org).

## 13. Grant of Rights and Disclaimer of Warranties

The Materials are provided on an "as is" basis, and Hazelden disclaims any and all other warranties, conditions, or representations (express, implied, oral, or written) relating to the Materials or any part thereof, including without limitation, any and all results, implied warranties of quality, performance, compatibility, merchantability or fitness for a particular purpose. This section shall survive the expiration or termination of this Agreement.

## 14. General

(a) *No Assignment.* Neither the Agreement nor any part of it may be assigned, sub licensed or transferred by Subscriber to a third party without Hazelden's prior written consent and an amendment to **Exhibit A** to be in effect and signed by both parties.

(b) *Notices.* Except as otherwise provided, all notices, authorizations, and requests in connection with this Agreement shall be in writing.

(c) *Entire Agreement.* This Agreement contains the entire understanding of the parties with respect to its subject matter and supersedes all prior oral or written proposals. No modification

of this Agreement is binding unless in writing and signed by both parties.

(d) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Minnesota irrespective of any state choice of law requirements.

(e) *Severability.* If a particular provision of this Agreement is terminated or held by a court or competent jurisdiction to be invalid, illegal or unenforceable, the Agreement shall remain in full force and effect as to the remaining provisions.

(f) *Waiver.* The failure of any party hereto to enforce any provision of this Agreement, or any right with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right, or election, or in any way affect the validity of this Agreement. The failure of any party hereto to enforce any provision, right or election shall not prejudice such party from later enforcing or exercising that provision, right, or election which it has under this Agreement.

(g) *No Partnership.* Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between the parties.

**15. Subscriber**

By signing below you certify that you have read and agree to abide by the terms of the enclosed Agreement and are authorized to sign this Agreement on behalf of the Subscriber.

**SUBSCRIBER**

**Subscriber Organization:** MONROVIA UNIFIED SCHOOL DIST

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

**Printed Name:** CONNIE WU

**Title of Authorized Signer:** -

**Address:**

325 E HUNTINGTON DR  
MONROVIA, CA 91016-3585

**Phone #:** 626-4712034

**E-mail:** CWU@MONROVIASCHOOLS.NET

**HAZELDEN BETTY FORD FOUNDATION**

**Authorized Signature:** *Lenny Peterson* \_\_\_\_\_

**Printed Name:** Lenny Peterson

**Title:** Executive Director of Operations

## 16. Exhibit A

For purposes of this Agreement, Subscriber and Authorized Users shall mean the employees, faculty, and staff employed by or affiliated with the Subscriber and the Authorized Users set forth in this **Exhibit A**. Subscriber must notify Hazelden of all building names and of any changes to buildings. All changes and replacements must be approved by Hazelden.

**Reference Document Number:** Cart/Quote 1059206

**Name of School District:** MONROVIA UNIFIED SCHOOL DIST

**Contact Name for Agreement:** CATHERINE REAL

**Address:**

325 E HUNTINGTON DR  
MONROVIA, CA 91016-3585

**Phone:** 626-4712034

**Fax:** -

**E-mail:** CREAL@MONROVIASCHOOLS.NET

**Contact Details of Program Coordinator (Person who will be setting up Users and managing the subscription)**

(1)

Name: CATHERINE REAL

Address: 325 E HUNTINGTON DR, MONROVIA, CA 91016

Phone: 626 471 2034

Fax:

Email: CREAL@MONROVIASCHOOLS.net

**Number of on-line questionnaires needed for three administrations:** 11355

**Number of survey reports (equal to three reports per school over the 3-year subscription):** 24

**Number of Schools:** 8

**Name of Schools:**

1. BRADOAKS ELEMENTARY 930 E LEMON AVE, MONROVIA, CA 91016 Item(s): SE3926, SE3928
2. CLIFTON MIDDLE SCHOOL 226 S IVY AVE, MONROVIA, CA 91016 Item(s): SE3926, SE3929
3. MAYFLOWER ELEMENTARY 210 N MAYFLOWER AVE, MONROVIA, CA 91016 Item(s): SE3926, SE3928
4. MONROE ELEMENTARY 402 W COLORADO BLVD, MONROVIA, CA 91016 Item(s): SE3926, SE3928
5. MONROVIA HIGH SCHOOL 845 COLORADO BLVD, MONROVIA, CA 91016 Item(s): SE3926, SE3972
6. PLYMOUTH ELEMENTARY 1300 BOLEY ST, MONROVIA, CA 91016 Item(s): SE3926, SE3928
7. SANTA FE COMPUTER SCIENCE MAGNET SCHOOL 148 W DUARTE RD, MONROVIA, CA 91016 Item(s): SE3926, SE3929
8. WILD ROSE ELEMENTARY 232 JASMINE AVE, MONROVIA, CA 91016 Item(s): SE3926, SE3928



## **17. Exhibit B**

The Materials on Hazelden's Web-based platform include the following:

### **Core Subscription:**

- A. Olweus Bullying Prevention Program Teacher Guide with videos and supplemental resources
- B. Olweus Bullying Prevention Program Schoolwide Guide with videos and supplemental resources. In addition, Subscriber will receive electronic access to:
- C. Olweus Bullying Questionnaire—Online Version, which includes three reports per school over the three-year subscription and 11355 on-line questionnaires.

### **Elementary School Subscription:**

- A. Class Meetings and Individual Interventions videos (2 videos)
- B. Class Meetings that Matter for Grades K-5
- C. Cyber Bullying: A Prevention Curriculum for Grades 3-5 and supplemental resources
- D. Bullying: An Introductory Video for Elementary School Students, Teachers and Parents (2 videos)

### **Middle School Subscription:**

- A. Class Meetings and Individual Interventions videos (2 videos)
- B. Class Meetings that Matter for Grades 6-8
- C. Cyber Bullying: A Prevention Curriculum for Grades 6-12 and supplemental resources
- D. Bullying: An Introductory Video for Middle School Students, Teachers and Parents (2 videos)

### **High School Subscription:**

- A. Class Meetings and Individual Interventions videos (2 videos)
- B. Class Meetings that Matter for Grades 9-12
- C. Cyber Bullying: A Prevention Curriculum for Grades 6-12 and supplemental resources

**18. Exhibit C**

Subscriber or Subscriber's responsible party shall pay to Hazelden the total three-year subscription fees of \$ 19,200.00 which must be paid per the following terms. There is no refund or rebate for partial years or if Subscriber or the Authorized Users elect not to use the Materials. The subscription payment will be paid as follows:

2021 - \$19200.00 due with 30 days of Effective Date

Number of Olweus Core Subscriptions: 8

Number of Olweus Supplemental Elementary School Subscriptions: 5

Number of Olweus Supplemental High School Subscriptions: 1

Number of Olweus Supplemental Middle School Subscriptions: 2

**Number of Subscription Lines: 4**

1. SE3926: Olweus Core Program On Demand 5-9 Schools (3 Year)

Subscription Start Date: 01-JUN-2021

Subscription End Date: 31-MAY-2024

2. SE3928: Olweus Elementary School Resources On Demand (3 Year)

Subscription Start Date: 01-JUN-2021

Subscription End Date: 31-MAY-2024

3. SE3929: Olweus Middle School Resources On Demand (3 Year)

Subscription Start Date: 01-JUN-2021

Subscription End Date: 31-MAY-2024

4. SE3972: Olweus High School Resources On Demand (3 Year)

Subscription Start Date: 01-JUN-2021

Subscription End Date: 31-MAY-2024

MONROVIA UNIFIED SCHOOL DIST Contact		Hazelden Foundation - OU Contact	
Name:	CONNIE WU	Name:	MASSEY, CHRISTINE LENORE
Title:		Title:	Sales Representative
Telephone:	626-4712034	Telephone:	16512134923
Fax:		Fax:	
Email:	CWU@MONROVIASCHOOLS.NET	Email:	CMassey@hazeldenbettyford.org

End Of Report

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **4. 20/21-1104 - AMENDMENT TO FACILITY USE AGREEMENT WITH TCF US PRODUCTIONS 81, INC., (DISNEY) FOR FILMING AT MONROVIA HIGH SCHOOL**

## RECOMMENDATION

The Board of Education is requested to approve an Amendment to Addendum: Facility Use Agreement with TCF US Productions 81, Inc., (Disney), for use of facilities at Monrovia High School for the filming of the movie "Cheaper by the Dozen."

### **Rationale:**

With rentals of the MHS LKT Performing Arts Center and corresponding revenue significantly down as a result of the Coronavirus pandemic, a Listing Agreement was entered into with Reel to Reel on September 9, 2020, to list our facilities for movie shoots. TCF US Productions 81, Inc., (Disney) seeks to rent Monrovia High School for the movie production of "Cheaper by the Dozen." This Use of Facilities Agreement, which has been reviewed by our Business Services department, outlines the terms and conditions for their use of our school facilities at Monrovia High School. The production window is between March 30, 2021, and April 10, 2021. This includes set up, tear down, and hold days. Shooting will occur day to day until the proposed scenes and work are completed. A district representative will be on-site at all times with the production company. As students are in distance learning, there will no interaction with the MHS student body.

### **Background:**

The original use of facilities agreement was approved by the Board of Education on March 24, 2021. At this meeting, the Board requested language to be added as follows: MUSD grants the producer the nonexclusive right and license to use the image of the Wildcat and other existing graphics that do not contain the "Monrovia" name, with the exception of the officially trademarked Monrovia High School logo and the Wildcat on the north facing exterior wall of the theater, and a screen credit for Monrovia Unified School District shall be added in the "Thank You" section of the end title credits. The attached amendment includes these changes as requested.

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

There is no cost to district for this amendment.

### **Legal References:**

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

### **Additional Information:**

A copy of the approved agreement and the amendment are attached hereto.

## **ATTACHMENTS**

- [DISNEY Amendment to Agreement - Approved 20210324.pdf](#)
- [AGREEMENT - DISNEY - Approved 20210324.pdf](#)

## AMENDMENT TO ADDENDUM: USE OF FACILITIES FORM

THIS FIRST AMENDMENT TO ADDENDUM: USE OF FACILITIES FORM (“Amendment”) is made as of **March 25, 2021** (the “Effective Date”), by and between **Monrovia Unified School District** (“District”), and **TCF US Productions 81, Inc.** (“Producer”).

### Recitals:

A. District and Producer previously entered into that certain ADDENDUM: USE OF FACILITIES FORM dated **March 24, 2021** (“Agreement”) whereby District granted permission to Producer to enter upon District’s property located at **845 West Colorado Blvd., Monrovia, CA 91016** for the sole purpose of making a motion picture, hereinafter referred to as “**Cheaper By the Dozen**” (the “Production”)

B. District and Producer desire to amend the Agreement to: (i) add language relating to Producer’s use of school mascot, all as set forth in this Amendment and; (ii) add language relating to Producer providing a “Special Thanks” credit to District in the end title credits of the Production.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual agreements of the parties herein, District and Producer amend the Agreement and agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning given them in the Agreement.

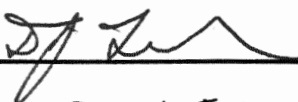
2. District grants to Producer the nonexclusive right and license to use the image of the Wildcat and other existing graphics that do not contain the “Monrovia” name, with the exception of the officially trademarked Monrovia High School Logo and the Wildcat on the North facing exterior wall of the theatre, that will be visible during filming of the Production, for the purposes of use in the Production only, all other rights reserved. Such right and license is granted free of charge, without the requirement that any monetary payment whatsoever be made to the District. Producer shall not make any specific reference to or comments on the trademarks during and after filming, nor identify the address or geolocation of the trademarked image nor use them for any different production, marketing or otherwise pursuant to Paragraph 9 of the Agreement without the express written consent of the District. District has no objection to the use of the name “wildcat” in association with the fictional school name nor any of the elements created in relation to a fictional school’s depiction.

3. Provided that the Premises is in the Production as released to the general public, Producer shall accord the District a screen credit in the “Thank You” section of the end title credits in substantially the form “Monrovia Unified School District”. All other aspects of such credit shall be determined in Producer’s sole discretion and that no failure by any third party to include or broadcast such credit shall be deemed a breach of this Agreement nor does any breach of these obligations entitle District to injunctive or equitable relief. The District further agrees that such accorded screen credit shall not be a breach of Paragraph 9 of the Agreement.

4. All other rights and obligations of the parties and terms and conditions set forth in the Agreement, not specifically modified, amended or superceded herein shall remain in full force and effect.

**Producer**  
**TCF US Productions 81, Inc.**

**District**  
**Monrovia Unified School District**

By: X 

By: 

Print Name: Donald J. Lee Jr.

Print Name: Katherine Thorossian

Title: Executive Producer

Title: Superintendent

**Addendum: Use of Facilities Form  
Filming at Monrovia Unified School District**

**THIS AGREEMENT** is made **March 24, 2021**, by and between **Monrovia Unified School District**, hereinafter referred to as "District" and **TCF US Productions 81, Inc.**, herein after referred to as "Producer".

1. For the period specified in paragraph 3 below, District hereby grants to Producer the right to enter upon District's property situated at **845 West Colorado Blvd. Monrovia, CA 91016**, hereinafter referred to as the "Premises" and to erect thereon temporary motion picture structures and sets, to bring personnel and equipment and to use them and the Premises for making a motion picture currently entitled "CHEAPER BY THE DOZEN", hereinafter referred to as the "Production", as described in paragraph 2 below.

2. Producer may make such use of the South Gym (must remain available on April 5 and 6, 2021 for athletic team practices), Main Event Center (exclusive use only on April 5 and 6, 2021), Outdoor area by Cafeteria near the flagpole, Portico Corridor, Outdoor area just North of Portico between 300 building and theater, West Locker Hallway with windows facing the staff parking lot, South Staff Parking lot (half day use or less), Principal's Office First Level Corridor outside of Science Labs, and front steps of School Exterior on the Colorado side, plus additional Holding and Support areas (to be determined on Tech Scout) of the Premises as is reasonably required to achieve the following primary purpose: to film certain scenes of the Production.

3. Commencing on **March 29, 2021**, Producer may have such possession of the Premises as is reasonably necessary to perform the Production, and subject to prior consent from District, such Premises use may continue from day to day, Saturdays, Sundays, and Holidays included, and from time to time, until the proposed scenes and work are completed. It will require **thirteen (13) days** of use for Producer to complete its principal use of the Premises. According to the following schedule:

**Prep Day(s): March 29, 30 and 31, 2021**  
**Shoot Day(s): April 1, 5, 6, 7, 8, 9, 2021**  
**Strike Day(s): April 10, 2021**  
**Hold Day(s): April 2, 3, 4, 2021**

4. As compensation for use of the Premises, Producer agrees to pay in advance of such initial use: (a) **the agreed sum of \$11,000.00 for each Shoot Day or part thereof. A Shoot Day shall be of 14 hours duration.** Should there

"I/E Private Middle School" Set # 233-237  
"I/E Private High School" Set # 230-232  
"INT Public High School Gym" Set # 140-141



be a use beyond said 14 hour duration in any same day, said overage shall be charged on a pro-rated hourly basis for every hour or part thereof; (b) The Producer further shall pay **\$5,500.00 for any Prep Day or Strike Day or part thereof. A Prep or Strike Day shall be of 12 hours duration.** Should there be a use beyond said **12 hour** duration in any same day, said overage shall be charged on a pro-rated hourly basis for every hour or part thereof; (c) The Producer further shall pay **\$2,000.00 for any Hold Day.** A Hold Day shall mean a day that work is suspended.

Said sum shall be paid by Producer directly to Real to Reel, Inc. (hereinafter RTR) who shall disburse same according to the Fee Agreement entered into between the District(s) and RTR.

Upon execution of this Agreement, Producer agrees to deposit in the RTR Account, the sum of **\$15,000.00 (“Security Deposit”)** to secure any and all **financial obligations under this Agreement including without limitation damages to the Premises caused by Producer, clean up and additional usage and personnel fees**, which shall be substantiated by District. RTR shall refund the balance of the deposit within fourteen (14) working days of the last possession day by Producer provided Producer has no verifiable outstanding financial obligation at that time, as verified by both parties.

**ELECTION NOT TO PROCEED:** Upon execution of this Agreement, or prior, Producer agrees to deposit in the RTR Account the sum of **\$15,000.00** as a Holding Deposit for the dates outlined in paragraph 3 above. Should Producer elect at any time not to use the Premises (which Producer shall have the right to do), prior to Producer’s first use of the Premises, written notice thereof will be given by Producer to District. If such written notice is given at least fourteen (14) days prior to Producer’s first intended date for entering the Premises, District shall be entitled to receive as compensation a cancellation fee equaling 50% of said Holding Deposit. If such written notice is given less than fourteen (14) days prior to Producer’s first intended date for entering the Premises but more than three (3) days prior to Producer’s first intended date for entering the Premises, District shall be entitled to receive as full compensation a cancellation fee equaling the total amount of said Holding Deposit. If such written notice is given three (3) days or less prior to Producer’s first intended date for entering the Premises, District shall be entitled to receive as full compensation a cancellation fee equaling the total amount of the Locations Fees Producer shall have no obligation to use the Premises in the project. **Should Producer use the Premises, said Holding Deposit shall become the Security Deposit as outlined in paragraph 4 above.**

5. At any time within six (6) months from the date Producer first makes use of the Premises hereunder and subject to availability, Producer may, on a mutually agreed upon date, subject to availability, re-enter upon and use the Premises for such period as may be reasonably necessary to photograph retakes or added

scenes desired by Producer. Any payment for any such use shall be made by Producer in the same manner. Use of the Premises shall be subject to the availability and continuance of Districtship by District.

6. Producer agrees to leave the Premises and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of the Premises pursuant to this Agreement, reasonable wear and tear from permitted uses excepted, and to repair or pay for any injury or damage, that may occur through the use of the Premises by Producer.

7. Producer agrees to protect District and RTR and to keep and save District and RTR harmless from any and all suits, third party claims for loss or liabilities for, any personal injury to any person or any property damage caused by Producer's acts or omission in connection with Producer's use of the Premises, or Producer's breach of this Agreement except for any damage or injury caused solely by the gross negligence or intentional misconduct by the District (including District's employees or agents). If District claims Producer is responsible for any property damage, District shall notify Producer in writing within five (5) business days after expiration of the Term (or completion of Producer's additional utilization, if any, of the Premises), which writing shall include a detailed listing of all property damaged for which District claims Producer is responsible, and District shall cooperate fully with Producer in the investigation of such claim, and permit Producer's investigators to inspect the property so claimed to be damaged. In this regard, Producer represents that he has obtained Commercial General Liability and Property Damage Insurance in an amount of \$2,000,000.00 covering General Liability and \$1,000,000.00 covering Property Damage. Producer will name District and RTR as additional insureds on policy, and provide District and RTR with a copy of a certificate of insurance evidencing the same. All property and liability insurance policies shall contain a waiver of subrogation rights as against District and RTR. Should any of the policies be cancelled prior to the expiration date thereof, notice of cancellations shall be sent to both the District and RTR in accordance with the policy provisions. Producer shall carry Statutory Workers' Compensation insurance to cover its employees and shall provide District a certificate of insurance evidencing the same. Also required is an Additional Insured Endorsement naming District as additional insured. The obligations of Producer under this paragraph shall survive the expiration or earlier termination of this Agreement.

8. Producer agrees that upon the expiration of this permit or any extension or renewal thereof, or upon the completion of any further use of the Premises under authority of paragraph 5 above, Producer shall remove from the Premises all structures, equipment and material placed thereon by Producer.

9. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Premises by Producer shall be and remain the sole and exclusive property of

Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with the Production as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices processes and technology now or hereafter known or devised in perpetuity throughout the universe . Producer agrees not to use or license any photographic depiction or sound recordings as stock footage in motion pictures or other programs unrelated to the Production except that Producer will have its customary clip rights to license footage of the Premises as part of a clip of the Production. The rights herein granted include the right to photograph structures located on the Premises under this agreement (including the exterior and interior of such structures that may appear in the background). Further, District grants permission to replicate said Premises (if applicable) by constructing a set at a separate location, duplicating all or any part of the Premises for the purpose of completing Producer's scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Premises or any part thereof by any fictitious name, and to attribute any true or fictitious events as occurring on the Premises. Neither District nor anyone claiming through District shall have any right, title or interest in or to Producer's photography and recording at the Premises. Under no circumstances shall Producer or any representative, agent, successor or assignee of Producer identify or depict any images identifying the actual name of the Premises or the District of the Premises. Moreover, nothing contained herein shall entitle the Producer to use the name, trademark, service mark or any other proprietary property of the District or any of its subsidiaries in connection with its use of the Premises. The issue of this permit is for the physical use of the Premises only.

10. Producer agrees to pay a **Monrovia Unified School District** on site property manager **\$520.00 per 8 hour day**, or part thereof, and **\$97.50 for every hour after 8 hours**, or part thereof. Producer also agrees to pay a **Monrovia Unified School District** custodian to clean bathrooms and high touch areas at the end of each filming day (**\$47.00 per hour**). If Producer uses school restroom facilities during a production day/night, Producer will be required to clean these restrooms periodically multiple times during that same filming period. (Excluded if Producer uses their own portable restrooms.) Should District deem it necessary for Producer to utilize additional on site property managers, Producer agrees to pay for the additional managers. In addition, Producer agrees to pay **TBD per hour or part thereof with a minimum of TBD hours** for the Premises Engineer's services on an as need basis. Producer agrees to pay a RTR on site property manager **\$500.00 per 12 hour day**, or part thereof, and **\$75.00 for every hour after 12 hours**, or part thereof. Producer shall also pay RTR a **\$300.00 Scout fee** for Tech Scouts and COVID Testing required by Producer, for each Site Rep required by District, which shall be performed at Producer's expense, unless same is performed at the Premises during production shifts. If COVID Testing is required, Producer shall also have a backup Site Rep tested.

Should District deem it necessary for Producer to utilize additional on-site property managers or Premises Engineers, Producer agrees to pay for the additional managers or Premises Engineers, including any additional testing required. District represents that any such property manager, Site Rep, engineers or any other personnel, including but not limited to RTR personnel and third party vendors provided by the District or used at the direction of the Owner shall be licensed and insured. Producer shall have no responsibility or liability for any work (including any damages) performed by such personnel or third party vendor provided by District. District acknowledges that Producer has strict health and safety requirements, especially in connection with COVID and such District personnel or RTR personnel rendering services at Producer's controlled area shall use reasonable efforts to comply with Producer's standard business practices and policies, including all health and safety protocols and procedures as required by Producer.

11. Producer agrees to pay \$125.00 per day toward standard utility use. Producer will provide a generator to run production lighting. However, upon District's prior approval only, Producer may tap into the Premises power supply for an additional fee, to be determined by District.

12. NO SMOKING, DRINKING OR EATING will be allowed inside the Premises, unless it is required for a scene, or pre-approved by District, or District's representative in a pre-determined area. In accordance with California Education Code and District board policy, Monrovia Unified School District is a tobacco free district. There is to be no smoking or use of tobacco products anywhere on school premises at any time. Also prohibited is the use of alcoholic beverages; fires or barbecues at any time.

13. Producer agrees to provide adequate layout board and other protective floor coverings and to place them under all equipment used inside the Premises and on areas of heavy foot traffic.

14. District makes no representation, either express or implied, as to the condition of the Premises and assumes no liability whatsoever therefor. District makes no representation, either express or implied, as to the suitability of any portion of the Premises for Producer's purposes. District grants to Producer the use of the Premises on an "as is" basis with all faults, and Producer accepts the Premises on such basis. Nothing contained in this Agreement shall require in any manner whatsoever to affect any repairs to the Premises.

15. Producer agrees to inform all crew and cast members that no wandering within the Premises is allowed. Producer agrees to keep all crew and cast members within the licensed areas as set forth in paragraph 2 above. Producer agrees to abide by general rules and practices of District (i.e. disorderly conduct, disruption of normal business, etc. will not be tolerated)

16. Producer agrees to provide its own security. District will not be liable for any loss or damage. If the Premises security is utilized the rate of **\$40.00 per hour**, or part thereof, and **\$60.00 per hour**, or part thereof, for every hour after 8 hours shall apply.

17. District agrees to allow crew and equipment parking in pre-approved, designated parking lot (s) on the Premises.

18. Producer agrees to provide own trash dumpster and removal.

19. Producer agrees to do a walk-thru with District representative before and after occupation of the Premises to determine any additional cleanup and or repairs that may be required. Producer shall have three (3) business days to complete additional cleaning or repairs, subject to availability. If District has other interest in booking an area following occupation, any cleaning or repairs should be completed during Producer's possession of the Premises. Should additional cleaning then be required, Producer agrees to use and pay for District's cleaning service.

20. The rights and remedies of District in the event of any breach by Producer of this agreement shall be limited to District's right to recover damages, if any, in an action of law, and District waives any right or remedy in equity, including without limitation any right to terminate or rescind this agreement, or any right granted to Producer hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Production or any parts or elements thereof or the use, publication or dissemination of any advertising in connection therewith, provided the material distributed does not identify the name of the Premises or of the Premises.

21. Producer agrees to use the Premises in compliance with all laws, ordinances, rules, guidelines and regulations including those without limitation those concerning COVID-19, and regulations of any governmental authority with jurisdiction over the Premises and not to cause a nuisance in, on or about the Premises. This Agreement shall be governed by the laws of the State of California. In the event of any dispute/litigation respecting this Agreement, venue shall exclusively be in Los Angeles, California. If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22. District agrees that: (a) District has the full right, power and authority to grant Producer the rights granted to Producer hereunder; (b) District will maintain the Premises in usable condition for all uses by Producer contemplated hereunder, and District will not materially alter the Premises in any way (nor authorize any third party to materially alter the Premises) prior to Producer's use; (c) it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation other than RTR as

authorized by District in order to enable Producer to enjoy the full rights to the use of the Premises as described herein other than the applicable permitting agency.

23. District (or any employee of District) agrees not to, at any time, and in any manner, disclose any confidential information of any kind in connection with the Production, unless required to by law or district regulations, and in such case District agrees to give Producer immediate written notice thereof so that Producer may seek a protective order or other appropriate remedy to prevent or limit disclosure of any confidential information. District shall reasonably cooperate with the Producer's application for a protective order or other remedy.

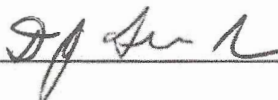
MONROVIA UNIFIED SCHOOL DISTRICT

BY:   
Katherine Thorossian, Ed.D.

TITLE: Superintendent

DATE: 03/24/21

TCF US PRODUCTIONS 81, INC.

BY: 

TITLE: EXECUTIVE PRODUCER

DATE: 3/23/21

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 5. 20/21-2110 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$319,894.74 issued December 25, 2020 through January 8, 2021, and payments in the amount of \$493,456.68 issued March 11, 2021 through March 30, 2021.

#### 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 2110\(b-e\) Purchase Order Rpt 4-14-21.pdf](#)

April 1, 2021

SUBMITTED FOR RATIFICATION: April 14, 2021

PRINTED: December 25, 2020 – January 8, 2021

Purchase Order: P21-0708 - P21-0748

Purchase orders printed out of sequence: P21-0709 – P21-0719, P21-0746

Change Orders: P21-0205, P21-0229, P21-0775, P21-0864

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	294,614.74
Fund (11)		<u>25,280.00</u>
Total.....	\$	<u>319,894.74</u>

RECOMMENDED: April 14, 2021





## Includes Purchase Orders dated 12/25/2020 - 01/08/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0708	AMAZON.COM	0014	MHS IT Academy Supplies	01-4310	2,708.95
P21-0720	Home Depot Pro	0047	American Lock Padlocks	01-4380	550.73
P21-0721	Integrated Security&Comm	0047	District Office Door Software Upgrade Phase 2	01-5630	2,250.00
P21-0722	Zonar systems, Inc	0049	Transportation Data Management 2020-21	01-5810	1,500.00
P21-0723	COUNTY OF LOS ANGELES DEPT OF PUBLIC HEALTH	0047	Backflow Prevention Assembly Test Notice Fees	01-5890	1,073.00
P21-0724	WS PAVE, INC.	0047	MHS Concrete Patch	01-5630	850.00
P21-0725	Ward Tree Service	0046	Removal of dead Oak tree at MHS Softball field	01-5630	1,250.00
P21-0726	Angela Cochran	0030	Tutor reimbursement	01-5860	62.00
P21-0727	Traci Gholar	0030	Finger Print Processing	01-5860	67.00
P21-0728	OFFICE DEPOT	0030	HR OFFICE SUPPLIES	01-4350	800.00
P21-0729	U.S. POSTMASTER / POST-OFFICE	0040	Renewal of Postage Permit #35/Standard Mail	01-5920	240.00
P21-0730	SHAFFER AWARDS	0012	Plaque for Ed Gililand and Bryan Wong	01-4390	99.11
P21-0731	SHAFFER AWARDS	0012	Plaque for Robert Hammond	01-4390	87.04
P21-0732	AMAZON.COM	0015	Supplies for Workability Program	01-4310 01-4490	7,036.11 1,186.75
P21-0733	LINKS SIGN LANGUAGE INTREPETIN	0015	Open PO for Interpreting Services	01-5810	5,700.00
P21-0734	Cynthia Munoz	0015	Independent Educational Eval. for Sp Ed Student	01-5850	5,000.00
P21-0735	Diana Neskovska	0015	AAC Training/Consultation for Sp Ed Students	01-5850	25,000.00
P21-0736	Realtime Captioning	0015	Speech to text interpreting for Sp Ed student	01-5850	90,900.00
P21-0737	PSYCHOLOGY RESOURCE CONSULTANT S	0015	Counsel./Social Skills Training for Sp Ed Student	01-5850	9,900.00
P21-0738	Joe Ferrante Music Academy	0015	Fine Arts Elective for Sp Ed Student	01-5850	1,417.50
P21-0739	Justine Sherman & Associates	0015	Speech Therapy for Sp Ed Student	01-5850	10,400.00
P21-0740	Justine Sherman & Associates	0015	Speech and Educational Therapy for Sp Ed Student	01-5110 01-5810	5,420.00 25,000.00
				01-5850	5,590.00
P21-0741	Justine Sherman & Associates	0015	Speech Therapy for Sp Ed Student	01-5850	6,020.00
P21-0742	CATALYST SLP	0015	Speech Pathologist for Sp Ed	01-5810	80,000.00
P21-0743	SEI Security Education Inst	0010	Security Guard Training	11-5810	25,280.00
P21-0744	MICHELE COSTARELLA	0002	Petty Cash Replenishment	01-4310 01-4390	187.35 35.17
P21-0745	AMAZON.COM	0005	Books for teachers	01-4210	1,007.21
P21-0747	CORWIN PRESS	0014	Book for Admin PD	01-4310	33.02
P21-0748	HIGH PERFORMANCE COMPUTERS ATT N: MIKE	0014	Printer repair	01-5630	400.00

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.

ESCAPE ONLINE

Page 1 of 2

**Includes Purchase Orders dated 12/25/2020 - 01/08/2021**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
			<b>Total Number of POs</b>	<b>29</b>	<b>Total</b>
					<b>317,050.94</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	28	291,770.94
11	Adult Education Fund	1	25,280.00
		<b>Total</b>	<b>317,050.94</b>

**PO Changes**

	New PO Amount	Fund/ Object	Description	Change Amount
P21-0499	76,200.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	29,665.00
				<b>Total PO Changes</b>
				<b>29,665.00</b>

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

ESCAPE ONLINE

**RATIFICATION OF WARRANTS  
RECOMMENDED FOR BOARD APPROVAL  
April 14, 2021**

ACCOUNTS PAYABLE:

DATE ISSUED: March 11, 2021 through March 30, 2021

Batch Numbers:	141-152	\$493,456.68
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b><u>\$ 493,456.68</u></b>
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# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 6. 20/21-2111 - DISTRICT CASH RECEIPTS

#### RECOMMENDATION

The Board of Education is requested to receive District cash receipt; Deposit Report No. 26 through No. 27 deposited March 19, 2021 through March 22, 2021 for a total amount of \$255,793.81.

#### 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 Report #26 through #27 is attached.

#### ATTACHMENTS

- [BA Item 2111\(b\) Deposit Rpt #26-27 4-14-21.pdf](#)

DEPOSIT REPORT

3/19/2021

DEP #26

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 1,593.04	Other Local Income
01.0-90124.0-00000-00000-8699-2050000	125.00	Donations/Arts Program
01.0-90304.0-00000-00000-8699-0000000	1,500.00	Reimbursement/Testing/MHS
01.0-90501.0-00000-00000-8689-0000000	6,380.34	Village Program/Parent Contributions
01.0-90609.0-00000-00000-8699-2020000	39,997.03	Cotsen Grant/Mayflower
01.0-90609.0-00000-00000-8699-2030000	49,435.22	Cotsen Grant/Monroe
01.0-90624.0-00000-00000-8699-0000000	3,762.00	Equitable Innovation Grant
01.0-00000.0-00000-00000-9570-0000000	23,878.13	Retirees Health Insurance
01.0-00000.0-00000-71100-3412-6010016	484.71	Abate/Reimbursement/H&W
Subtotal	<u>127,155.47</u>	General Fund
13.0-53100.0-00000-37000-8520-0000000	13,249.21	State Reimbursement/SNP
Subtotal	<u>13,249.21</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	1,508.80	Developer Fees
Subtotal	<u>1,508.80</u>	Capital Facilities Fund
Total	<u><u>\$ 141,913.48</u></u>	

DEPOSIT REPORT

3/22/2021

DEP #27

ACCOUNT	AMOUNT	
11.0-63910.0-00000-00000-8590-0000000	<u>\$113,880.33</u>	Adult Ed. Block Grant
Total	<u><u>\$113,880.33</u></u>	Adult Education Fund

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 7. 20/21-2112 - 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:

#### 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 2112\(b\) Budgetary Transfers 4-14-21.pdf](#)

**FISCAL SERVICES DEPARTMENT  
Fiscal Year 2020 - 2021**

Board Report:  
Budget Revision

Board Meeting Date:  
4/14/2021

**GENERAL FUND #01.0**

**BUDGET TRANSFER**

<u>DESCRIPTION</u>	<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>RATIONALE</u>
<b>RESTRICTED FEDERAL RESOURCES</b>			
<b># 33270.0 - IDEA MENTAL HEALTH</b>			
Services/Other Operations		\$421.00	To reduce Indirect cost to allowable amount
Other Outgo	\$421.00		
Total Restricted Federal Resources	<u>\$421.00</u>	<u>\$421.00</u>	
<b>TOTAL BUDGET TRANSFER</b>	<u>\$421.00</u>	<u>\$421.00</u>	

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED STATE RESOURCES</b>			
<b># 65200.0 - WORKABILITY 1 GRANT (Prior Year Balance)</b>			
Certificated Salaries	(\$10,010.00)		
Classified Salaries	(\$13,669.00)		
Employees' Benefits	(\$542.00)		
Books and Supplies	\$42,866.00		
Services/Other Operations	\$812.00		
Other outgo	<u>\$1,711.00</u>	<u>\$21,168.00</u>	2019-20 Carryover
Total Restricted State Resources	<u>\$21,168.00</u>	<u>\$21,168.00</u>	
<b>RESTRICTED LOCAL RESOURCES</b>			
<b>#90109.0 - DONATIONS - SITES</b>			
<b>CLIFTON</b>			
Books and Supplies	\$509.00	\$509.00	Budget Allocation
<b>MHS</b>			
Books and Supplies	\$16.00	\$16.00	Budget Allocation
<b># 90124.0 - DONATIONS - ARTS PROGRAM</b>			
Books and Supplies	\$125.00	\$125.00	Budget Allocation
<b># 90125.0 - DONATIONS - PTA</b>			
<b>CLIFTON</b>			
Books and Supplies	\$250.00	\$250.00	Budget Allocation
<b># 90304.0 - STUDENT TESTING FEES</b>			
<b>MHS</b>			
Books and Supplies	\$1,500.00	\$1,500.00	Budget Allocation

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

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b># 90609.0 - THE ART OF TEACHING MAYLOWER</b>			
Books and Supplies	\$39,997.00	\$39,997.00	Budget Allocation
Total Restricted Local Resources	<u>\$42,397.00</u>	<u>\$42,397.00</u>	
<b><u>TOTAL BUDGET REVISION</u></b>	<b><u>\$63,565.00</u></b>	<b><u>\$63,565.00</u></b>	

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 8. 20/21-2113 - ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-15.

#### Rationale:

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

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

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

#### Legal References:

Board Policy #3290 requires Board approval of gifts.

#### Additional Information:

The Acceptance of Gifts Report is attached.

## ATTACHMENTS

- [Acceptance of Gifts #2021-15 04-14-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
 Acceptance of Gifts Report No. 2021-15  
 Board Meeting 20210414

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Box Top for Education	\$286.90	To supplement program needs at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0414051	Increases site donation account
2	Check	Coca-Cola Give	\$27.65	To supplement program needs at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0414052	Increases site donation account
3	Check	Lifetouch	\$66.00	For the benefit of students and staff at Clifton Middle School	Jennifer Jackson, Principal Clifton Middle School	D0414053	Increases site donation account
4	Tangible Items <small>School and Office Supplies</small>	3M / NAEIR	\$6,874.00	Support District School Sites Classroom & Office Supply Resources	Ricardo Harris, Director Procurement & Business Support Services		No cost to the district
5							
6							
7							
8							
9							
10							

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 9. 20/21-2114- PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements report #10 for the Monrovia Unified School District.

#### Rationale:

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

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

Pricing list for Professional Services agreement is as follows: Central Auditory Processing Evaluation \$1,225.00 Diagnostic Audiological Evaluation \$1,225.00 Immittance/Tympanometry \$1,225.00 Virtual IEP attendance \$100.00/hour Pediatric Audiological Evaluation (ages 4-7 years) \$150.00 Legal Proceedings including prep \$300.00/hour Audiological Evaluation \$140.00 Immittance Evaluation \$35.00

#### Legal References:

Government Code 53060 and Board Policy 3600

#### Additional Information:

## ATTACHMENTS

- [Professional Service Agmts #10.pdf](#)

Name/Company	Services	Effective Dates	Site	Amount	Funding
<p>Sherrie L. Hoglin, SLH  Audiology Services</p>	<p>Central Auditory Processing Eval.  Diagnostic Audiological Evaluation  Immittance/Tympanometry  Virtual IEP attendance  Pediatric Audiological Evaluation  (ages 4-7 years)  Legal Proceedings including prep  Audiological Evaluation  Immittance Evaluation</p>	<p>3/24/2021-  6/30/2021</p>	<p>Special  Education</p>	<p>Rates are  p/service and  utilized as  needed (see  attachment  for service  pricing)</p>	<p>SPED Funds</p>

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 10. 20/21-3050 - PERSONNEL ASSIGNMENTS

#### RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #16.

#### 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

- [2021-04-14 Personnel Report 16.pdf](#)



MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #16

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 #	Mildred	Aguilera Ramirez	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
2 #	Maria	Akl	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
3 #	Rosa	Almaraz	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr 100%
4 #	Barbara	Alstadt	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
5 #	Carolyn	Arberry	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
6 #	Angeline	Arias	Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
7 #	Mitzi	Avila	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
8 #	Cristina	Barbosa	Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
9 #	Karla	Becerra	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
10 #	Xia	Boyle	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
11 #	MistyRose	Bravo	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr 100%
12 #	Nancy	Bravo	Teacher	Curriculum Collaboration	3/1/21-6/9/21	Clifton	NTE 30 hrs	C-07102.0	003175	\$27.00/hr 100%
13 #	Lorenia	Cabello	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
14 #	Sonia	Cabrera	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr 100%
15 #	Rob	Cady	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
16 #	Gaby	Canedo	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
17 #	Ashley	Carroll	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%
18 #	Jenny	Castellanos	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr 100%
19 #	Andrea	Castro	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr 100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
20 #	Liza	Castro	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr	100%
21 #	Sara	Castro	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
22 #	Shirley	Conde	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
23 #	Steven	Cook	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
24 #	James	Cortez	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
25 #	Jeffrey	Crowell	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
26 #	Kelly	Curtis	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
27 #	Christy	Davila	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
28 #	Reid	Davis	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
29 #	Hortencia	Delgado	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr	100%
30 #	Natasha	Diephuis	Teacher	Curriculum Collaboration	3/1/21-6/9/21	Clifton	NTE 30 hrs	C-07102.0	003175	\$27.00/hr	100%
31 #	Rebecka	Dimov	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
32 #	Lisa	Dols	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
33 #	Heather	Gac	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
34 #	Karla	Galindo	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
35 #	Elizabeth	Garcia	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
36 #	Kim	Gero	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
37 #	Michael	Gibson	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
38 #	Karen	Go	Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
39 #	Lafayette	Gooler	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
40 #	Leticia	Goswisch	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr	100%
41 #	Nedra	Graham	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
42 #	Marina	Grande	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
43 #	Dave	Hart	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
44 #	Micaela	Hedden	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
45 #	Anna	Hemingway	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
46 #	Lisa	Herald	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
47 #	Ivy	Hernandez	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
48 #	Miriam	Herrera	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
49 #	Katrina	Ho	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
50 #	Marcie	Hoopes	Teacher	Curriculum Collaboration	3/1/21-6/9/21	Clifton	NTE 30 hrs	C-07102.0	003175	\$27.00/hr	100%
51 #	Gwen	Horne	Substitute Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
52 #	Rebecca	Hsu	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
53 #	Shannon	Hsu	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
54 #	John	Huntley	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
55 #	Erin	Iler	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
56 #	Gladys	Inda	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
57 #	Cendy	Iraheta	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
58 #	Adriana	Jacobo	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
59 #	Allyson	Jimenez	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
60 #	Erica	Johnson	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
61 #	Shannon	Johnson	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
62 #	Cheryl	Kendall	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
63 #	Yvonne	Koskela	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
64 #	Helen	Lee	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
65 #	Jill	Levengood	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
66 #	Karen	Littlefield	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
67 #	Dora	Loera	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr	100%
68 #	Lorena	Loera	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
69 #	Silvia	Loera	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
70 #	Teresa	Macias	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
71 #	Markiena	Madison	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
72 #	Christina	Malette	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
73 #	Jennifer	Mata	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
74 #	Alison	Meloserdoff	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
75 #	Jenny	Miura	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
76 #	Donna	Monje	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
77 #	Jessica	Notchick	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
78 #	Ross	October	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
79 #	Marlen	Ordaz	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
80 #	Alma	Padilla	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
81 #	Henry	Paiz	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
82 #	Heather	Povinelli	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
83 #	Beatriz	Ramirez	Pre-K Teacher	School Reopening	3/15/21-4/19/21	CELC	NTE 16 hrs	C-74220.0	003999	\$21.00/hr	100%
84 #	Virginia	Recendez	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
85 #	Sheela	Reed	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
86 #	Sheena	Rehaume	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
87 #	Steven	Richardson	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
88 #	Brenda	Rivas	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
89 #	Traci	Robinson	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
90 #	David	Ross	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
91 #	Rainy	Shao	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
92 #	Tamara	Sharova	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
93 #	Tonya	Sherman	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
94 #	Carol	Sieh	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
95 #	Erica	Silva	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
96 #	Diana	Soto	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
97 #	Stephanie	Sparks	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
98 #	Wendy	Stewart	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
99 #	Ana	Torres	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
100 #	Ann Marie	Trimarchi	Teacher	Preparation for School Reopening	3/15/21-6/30/21	Monroe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
101 #	Shannon	Varnier	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
102 #	Kathy	Watchman	Teacher	COVID Reopening Needs	3/15/21-4/19/21	Bradoaks	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
103 #	Jennifer	Wiley-Magana	Teacher	School Reopening - Additional Planning Transition	3/22/21-4/19/21	Santa Fe	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
104 #	Dana	Williams	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/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
None					

**E. Other**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
105 #	Daniel	Chacon	Teacher	Change of funding/location from Canyon Oaks	8/18/2020	Mtn Park/COHS		G-00000.0	003423	D-5	100%

**E. Other (continued)**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
106 #	David	Duisberg	Teacher	Change of funding/location	8/18/2020	Canyon Oaks		G-00000.0	000144	D-12	100%
107 #	Jason	Edwards	Teacher	Change of funding/location from Canyon Oaks	8/18/2020	Mtn Park		G-00000.0	000831	D-11	80%
108 #	Annette	Freitas	Teacher	Change of funding/location	8/18/2020	Mtn Park		G-00000.0	000831	C-8	100%
109 #	Daniel	Holman	Teacher	Change of funding/location from Canyon Oaks	8/18/2020	Mtn Park		G-00000.0	000831	D-7	100%
110 #	Higinio	Lujan	Teacher	Change of funding/location from Canyon Oaks	8/18/2020	Mtn Park/COHS		G-00000.0	004001	F-14	100%

**E. Other - Volunteers**

First Name	Last Name	Classification	Action	Effective	Site
None					

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #16

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

**A. Employments**

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

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	# Maria	Aguilar	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$20.89/hr.	18	6	NTE: 1 hour total	3/5/2021	003998 C	73110.0	100%
2	# Elizabeth	Arbogast	After School Activity Leader Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and for trainings.	\$16.70/hr.	15	3	NTE: 50 hours total.	2/1/21-6/9/21	003991 C	60100.0	100%
3	# Maria	Ayala	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.39/hr.	15	6	NTE: 16 hours total.	3/15/21-4/19/21	004000 G	00000.0	100%
4	# Ana	Bednarczyk	Campus Assistant Extra Hours	Wild Rose	Employ: To facilitate Parent-Teacher conferences.	\$14.78/hr.	4	6	Hourly, as needed.	10/1/20-6/9/21	003440 C	07102.0	100%
5	# Maria	Beller	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.39/hr.	15	6	NTE: 16 hours total.	3/15/21-4/19/21	004000 G	00000.0	100%
6	# Cecilia	Bonila	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998 C	73110.0	100%
7	# Denise	Boudreaux	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998 C	73110.0	100%
8	# Mercedes	Casas	Instructional Aide - Special Education Extra Hours	CELC	Employ: School reopening.	\$20.36/hr.	17	6	NTE: 16 hours total.	3/15/21-4/19/21	004000 G	00000.0	100%
9	# Marlene	Castillo	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.92/hr.	5-D	5	NTE: 16 hours total.	3/15/21-4/19/21	004000 G	00000.0	100%
10	# Edward	Catagnari	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 4.5 hours total	3/5/2021	003998 C	73110.0	100%
11	# Christine	Caudillo	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$20.94/hr.	5-D	6	NTE: 16 hours total.	3/15/21-4/19/21	004000 G	00000.0	100%

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

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
12	# Eloina	Cuevas	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$20.89/hr.	18	6	NTE: 1 hour total	3/5/2021	003998	C 73110.0	100%
13	# Jennifer	Esparza	Campus Security Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and for trainings.	\$24.22/hr.	24	6	NTE: 30 hours total.	2/1/21-6/9/21	003991	C 60100.0	100%
14	# Alyson	Fishkind	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
15	# Belle	Gagne	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$20.55/hr.	4-D	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
16	# Amy	Gould	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	3/22/21-6/3/21	003805	G 00000.0	100%
17	# Beth	Gromer	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 4.5 hours total	3/5/2021	003998	C 73110.0	100%
18	# Maha	Hanson	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.79/hr.	2-D	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
19	# Katayoun	Karimi	Instructional Aide - Special Education Extra Hours	CELC	Employ: School reopening.	\$20.36/hr.	17	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
20	# Katayoun	Karimi	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 6 hours total	3/5/2021	003998	C 73110.0	100%
21	# Fui-Lin	Kum	Instructional Assistant - Computer Lab Extra Hours	Mayflower	Employ: Parent support.	\$21.95/hr.	20	6	Hourly, as needed.	3/1/21-6/3/21	003397	C 07102.0	100%
22	# Kathryn	Lamb	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
23	# Lourdes	Lewis	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$20.89/hr.	18	6	NTE: 1 hour total	3/5/2021	003998	C 73110.0	100%
24	# Suzanne	Linder	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and for trainings.	\$14.78/hr.	4	6	NTE: 60 hours total.	2/1/21-6/9/21	003991	C 60100.0	100%
25	# Cynthia	Liska	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 4.5 hours total	3/5/2021	003998	C 73110.0	100%



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

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	# Ruben	Lozano	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$20.89/hr.	18	6	NTE: 1 hour total	3/5/2021	003998	C 73110.0	100%
27	# Maria	Marquez	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$20.17/hr.	3-D	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
28	# Alice	Miller	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$18.05/hr.	5-D	3	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
29	# Kayla	Monterroza	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$16.54/hr.	3-D	2	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
30	# Leticia	Moreno Martinez	Instructional Aide - Special Education Extra Hours	CELC	Employ: School reopening.	\$20.36/hr.	17	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
31	# Brenda	Mullins	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
32	# Sonia	Obregon	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: School reopening.	\$16.70/hr.	15	3	NTE: 16 hours total.	3/15/21-4/19/21	004000	C 07102.0	100%
33	# Bryna	Ocampo	Instructional Aide - Special Education Extra Hours	CELC	Employ: School reopening.	\$18.45/hr.	17	4	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
34	# Maria	Ornelas	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: School reopening.	\$19.39/hr.	15	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	C 07102.0	100%
35	# Deborah	Porch	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
36	# Evangelina	Reyes-Gutkind	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 4.5 hours total	3/5/2021	003998	C 73110.0	100%
37	# Sonia	Rizo	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and for trainings.	\$14.78/hr.	4	6	NTE: 60 hours total.	2/1/21-6/9/21	003991	C 60100.0	100%
38	# Lissette	Rodriguez	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$18.00/hr.	18	3	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
39	# Brenda	Rojas	Campus Assistant Extra Hours	Monroe	Employ: To assist with student supervision and school reopening.	\$14.78/hr.	4	6	Hourly, as needed.	3/25/21-6/30/21	003472	C 07102.0	100%

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

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
40	# Maria	Secaira-Molina	Campus Assistant Extra Hours	Monroe	Employ: To assist with student supervision and school reopening.	\$14.78/hr.	4	6	Hourly, as needed.	3/25/21-6/30/21	003472	C 07102.0	100%
41	# Jose	Simuta	School Office Manager Extra Hours	Clifton	Employ: School reopening.	\$24.22/hr.	26	5	NTE: 16 hours total.	3/22/21-4/19/21	004002	C 07102.0	100%
42	# Jocelyn	Tucci	Instructional Aide - Severe Disabilities Extra Hours	District Office	Employ: CPI training.	\$20.89/hr.	18	6	NTE: 1 hour total	3/5/2021	003998	C 73110.0	100%
43	# Jeanette	Walters	Campus Assistant Extra Hours	Monroe	Employ: To assist with student supervision and school reopening.	\$14.78/hr.	4	6	Hourly, as needed.	3/15/21-6/30/21	003472	C 07102.0	100%
44	# Judy	Watkins	Instructional Aide - Special Education Extra Hours	District Office	Employ: CPI training.	\$20.36/hr.	17	6	NTE: 2 hours total	3/5/2021	003998	C 73110.0	100%
45	# Simone	Wright	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.92/hr.	5-D	5	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%
46	# Monique	Zendejas	Preschool Developmental Aide Extra Hours	CELC	Employ: School reopening.	\$19.79/hr.	2-D	6	NTE: 16 hours total.	3/15/21-4/19/21	004000	G 00000.0	100%

**C. Leaves of Absence**

None

**D. Resignations**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
47	Shari	King	Senior Account Clerk	Fiscal Services	Retirement	\$3823.68/mo	26-H	3	8 hr./d.; 12 mo./yr.	5/14/2021	000083	G 00000.0	100%

**E. Changes of Status**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
48	# Stuart	Cowie	Ltd. Term Instructional Assistant-Behavior 1:1	MHS	Employ: Coverage for employee on leave; student need.	\$2339.78/mo	20	2	6 hr./d.; 9 mo./yr.	3/1/21-6/9/21	004003	C 65000.0	100%

**F. Other**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
49	# Ryan	Bateman	Walk-on Coach	MHS	Employ: JV Football Assistant Coach	\$2200. stipend paid over 4 months	3/9/21-6/30/21	000206	C 00701.0	100%

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 11. 20/21-3051 - ADOPTION OF THE LOS ANGELES COUNTY PLAN FOR EXPELLED STUDENTS

#### RECOMMENDATION

The Board of Education is requested to adopt the Los Angeles County Plan for Expelled Students 2021 (triennial update).

#### Rationale:

Accept and Acknowledge the Los Angeles County Plan for Expelled Students.

#### Background:

Section 48926 of the California Education Code requires the County Superintendent of Schools, in conjunction with superintendents of the school districts within the County, to develop a plan for providing services to expelled pupils. The county-wide plan shall: •Enumerate existing educational alternatives •Identify gaps in educational services •Identify plans for filling those service gaps and •Identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their required rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board. Local governing boards are asked to accept and acknowledge a basic plan to address the needs of all expelled students in Los Angeles County, as required by Education Code Section 48926.

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

No fiscal impact.

#### ATTACHMENTS

- [LA County Plan for expelled students.pdf](#)

# **LOS ANGELES COUNTY PLAN FOR EXPELLED STUDENTS**

## **2021**

A description of educational services under  
California Education Code Section 48926

Prepared by



**Los Angeles County Office of Education**

Serving Students ■ Supporting Communities ■ Leading Educators



**Los Angeles County  
Office of Education**

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Arthur Cunha, Ed.D., *chief academic officer, Educational Services*  
Rachelle Touzard, Ph.D., *interim director III, Student Support Services*

Los Angeles County Board of Education

Monte E. Perez, *president*  
Douglas R. Boyd, *vice president*  
James Cross  
Betty Forrester  
Alex Johnson  
Ellen Rosenberg  
Thomas A. Saenz

# **Los Angeles County Plan for Expelled Pupils**

**(Education Code Section 48926)**

Prepared by:

Division of Student Support Services  
Division of Pupil Services  
Division of Student Programs

Los Angeles County Office of Education

# Los Angeles County Plan for Expelled Pupils

Los Angeles County Office of Education

and

ABC Unified School District	Long Beach Unified School District
Acton-Agua Dulce Unified School District	Los Angeles Unified School District
Alhambra Unified School District	Los Nietos School District
Antelope Valley Union High School District	Lowell Joint School District
Arcadia Unified School District	Lynwood Unified School District
Azusa Unified School District	Manhattan Beach Unified School District
Baldwin Park Unified School District	Monrovia Unified School District
Bassett Unified School District	Montebello Unified School District
Bellflower Unified School District	Mountain View School District
Beverly Hills Unified School District	Newhall School District
Bonita Unified School District	Norwalk-La Mirada Unified School District
Burbank Unified School District	Palmdale School District
Castaic Union School District	Palos Verdes Peninsula Unified School District
Centinela Valley Union High School District	Paramount Unified School District
Charter Oak Unified School District	Pasadena Unified School District
Claremont Unified School District	Pomona Unified School District
Compton Unified School District	Redondo Beach Unified School District
Covina-Valley Unified School District	Rosemead School District
Culver City Unified School District	Rowland Unified School District
Downey Unified School District	San Gabriel Unified School District
Duarte Unified School District	San Marino Unified School District
East Whittier City School District	Santa Monica-Malibu Unified School District
Eastside Union School District	Saugus Union School District
El Monte City School District	South Pasadena Unified School District
El Monte Union High School District	South Whittier School District
El Rancho Unified School District	Sulphur Springs Union School District
El Segundo Unified School District	Temple City Unified School District
Garvey School District	Torrance Unified School District
Glendale Unified School District	Valle Lindo School District
Glendora Unified School District	Walnut Valley Unified School District
Gorman School District	West Covina Unified School District
Hacienda-La Puente Unified School District	Westside Union School District
Hawthorne School District	Whittier City School District
Hermosa Beach City School	Whittier Union High School District
Hughes-Elizabeth Lakes Union School District	William S. Hart Union High School District
Inglewood Unified School District	Wilsona School District
Keppel Union School District	Wiseburn Unified School District
La Cañada Unified School District	
Lancaster School District	
Las Virgenes Unified School District	
Lawndale School District	
Lennox School District	
Little Lake City School District	

# Los Angeles County Plan for Expelled Pupils

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### Appendix

- California Education Code, Section 48915(d)
- California Education Code, Section 48915(f)
- California Education Code, Section 48915.01
- California Education Code, Section 48916.1
- California Education Code, Section 48926
- District Operated Community Day School Programs
- County Community Schools Operated by the Los Angeles County Office of Education



# **Los Angeles County Plan for Expelled Pupils (Education Code Section 48926)**

## **Introduction**

The Los Angeles County Superintendent of Schools, in conjunction with the superintendents of the school districts within the county, have developed the following county-wide plan for providing educational services to expelled pupils within the county pursuant to California Education Code, Section 48926. In addressing the needs of all expelled pupils, the countywide plan shall:

- enumerate existing educational alternatives for expelled pupils;
- identify gaps in educational services to expelled pupils;
- identify strategies for filling those gaps in services; and,
- identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their required rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Section 48916.1 provides that at the time an expulsion of a pupil is ordered, the governing board shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Any educational program provided pursuant to this section may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

To address the needs of expelled pupils, a number of alternative education programs have been developed by local school districts and the Los Angeles County Office of Education to provide continuing educational opportunities.

## **Profile**

The Los Angeles County Office of Education (LACOE) is the nation's largest regional education agency. Los Angeles County, the most populous county in the nation, has over 10 million residents, including about 1.4 million students in 80 public school districts. Our largest district, Los Angeles Unified School District, has an enrollment of 440,365 students, while our smallest, Gorman School District, has 74 students. Our countywide service area encompasses 88 cities and 4,084 square miles.

LACOE is a premier provider of integrated, educational programs and services from birth to adulthood in a richly diverse and multicultural global environment.

LACOE uses a variety of service delivery systems to eliminate the educational barriers associated with poverty and racial divisiveness in education, enabling students to exceed state and national standards. These services include universal, quality, early childhood education, effective data driven programs for all students, and state of the art technical assistance.

LACOE organizes its infrastructure to provide leadership in creating unique, nationally recognized models in education, including models for innovative staff development and training. LACOE earns the public's confidence by: making the school the hub of the community, making the most efficient use of financial resources, bridging the "digital divide" in technology access and content, and developing collaborative partnerships for students, parents, and community. LACOE embraces a culture of diversity that promotes an inclusive, prosperous learning and workplace environment.

### **Division of Student Programs**

The Division of Student Programs (DSP) serves approximately 3,000 students throughout Los Angeles County. DSP provides instructional and educational services in a variety of settings, including 2 juvenile hall schools, 5 camp schools, 5 County Community Schools, 5 independent study programs, and 2 specialized high schools. All school sites are WASC accredited offer Common Core curriculum and a variety of supplemental services intended to address the learning needs of individual students. Additionally, school personnel work closely with the Probation Department and the Department of Mental Health to provide comprehensive educational services for all students. The mission of the Division of Student Programs is to ensure student success by providing quality academic programs, supported by an organizational culture that is focused on data and Professional Learning Communities. DSP is responsible for the placement and services for expelled students who are referred to LACOE.

### **Division of Pupil Services**

The Division of Pupil Services (DPS) supports the Principal Administrative Units (PAUs) in the implementation of programs and initiatives to facilitate the academic, emotional, mental, social, and physical health of all students. This support is provided through professional development and the collaborative efforts of staff members in the Camps Assessment Unit, Compliance Support Services, Health Services, Neglected/Delinquent and Homeless youth services, as well as Counseling, Nursing and Aftercare Services. The mission of the Division of Pupil Services is to meet the academic, social, emotional, and physical needs of the students we serve in LACOE's Educational Programs.

### **Division of Student Support Services**

The Division of Student Support Services (SSS) serves school districts and LACOE programs, by providing technical assistance in the areas of student discipline, pupil records, custody of minors, education support for students experiencing homelessness or in foster care, compulsory attendance and truancy reduction, counseling and mental health, school violence reduction, safe school planning, emergency response and crisis intervention, health services, expanded learning and alcohol, tobacco and drug intervention and prevention. SSS is responsible for handling expulsion appeals to the county board of education of students expelled from the school districts, and providing support for students, parents, and school districts who are participating in the expulsion appeal process.

## **Educational Alternatives for Expelled Pupils**

School districts located within Los Angeles County provide a number of options for expelled pupils, depending on the specific violation of Sections 48900, 48900.2, 48900.3, 48900.4 and 48900.7 of the California Education Code. The alternative education program to which an expelled pupil may be assigned is preceded by a decision of the local governing board which may provide for one of the following expulsion orders which describes the students' educational placement:

1. Suspended enforcement of the expulsion order with placement on the same school campus [EC § 48917 (a)];
2. Suspended enforcement of the expulsion order with placement on a different school campus within the district or a district alternative program such as school or continuation high school programs [EC § 48917(a)];
3. Expulsion with a referral to a District Community Day School program, if available [EC § 48660]; or,
4. Expulsion with a referral to a County Community School or other appropriate programs operated by the Los Angeles County Office of Education [EC § 1981(c)].

A pupil who is expelled for violation for an act listed in subdivision (c) of EC § 48915 (mandatory expulsion section), shall be assigned to a program of study that meets all of the following conditions:

- (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
- (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
- (3) Is not housed at the school site attended by the pupil at the time of suspension.

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Any education program provided may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

## District Operated Programs

The range of alternative programs currently offered by school districts throughout Los Angeles County includes the following options:

- Community Day Schools;
- Independent Study (offered in conjunction with a classroom option);
- Opportunity School/Class;
- Continuation High School;
- Charter School;
- Adult Education Programs; and,
- Special Education.

If a school district is unable to provide a suitable program or if the expelled pupil fails to meet the terms and conditions of his or her rehabilitation plan or if the student continues to pose a danger to other district pupils, as determined by the governing board, the district may refer the expelled pupil to the Los Angeles County Office of Education for possible placement in a program operated by the Division of Student Programs (DSP).

## County Operated Programs

The Los Angeles County Office of Education currently provides a variety of alternative education programs that are designed to help pupils:

- take a renewed interest in school and learning;
- recover credits and get back on track for graduation, attend school consistently; and,
- set and attain academic and career goals.

Specifically, these programs are designed to serve:

- Students who are having trouble at home or school;
- Homeless and Foster Children and Youth;
- Students who are on probation or students who need to work full-time to support themselves and/or their families; and,
- Students who have been expelled and for whom a district operated education program is not available.

Programs designed to serve the above identified pupil populations include those operated by the LACOE Division of Student Programs (DSP) include:

- County Community Schools;
- Independent Study (operated in conjunction with a classroom option)

As previously stated, *at the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided for the pupil subject to the expulsion order.* For districts that may be unable to provide *pupils who commit serious behavior violations* with an alternative program that meets the restrictive requirements of California Education Code Section 48915 (d) (see appendix), selected county programs may provide viable options.

It is anticipated that the majority of expelled pupils who are referred to the county office for placement in an alternative program will be assigned to a *County Community School program*. County Community Schools operated by the county are designed to provide interventions for middle school students in grade 8, and high school students, grades 9 to 12.

## Educational Service Gaps and Strategies to Address Service Gaps

Section 48926 of the California Education Code provides that each county superintendent of schools in counties that operate community schools pursuant to Section 1980: ... *shall develop a plan for providing education services to all expelled pupils in that county. One of the required elements of the plan is to identify gaps in educational services to expelled pupils, and strategies for filling those service gaps.*

To address this element and identify additional service needs to expelled pupils, a survey of all school districts in Los Angeles County was conducted (see appendix: AB 922 District Questionnaire).

As a result of that survey, the following service gaps were identified, including a discussion of each issue along with a proposed strategy:

### **Service Gap 1 – Access and engagement in distance learning**

Discussion: Although four districts reported that students fared better in distance learning settings, twenty-four districts expressed the shift to distance learning as a significant challenge in meeting the needs of expelled students. Due to students attending school online, lack of access to technology or a reliable internet, ability to turn cameras off during class, or teaching methods not being adapted to online delivery were reported as significant barriers to engaging students.

**Proposed Strategy:** LACOE developed an initiative to help close the digital divide with the distribution of just over 48,000 devices and more than 32,000 hotspots to students in need in 55 districts. Acting on a proposal from LACOE, the Los Angeles County Board of Supervisors in October 2020 allocated \$12.5 million in federal coronavirus relief funds for technology and internet connectivity needed by students to successfully participate in distance learning. The Board of Supervisors later allocated additional funding for the effort, making available a total of \$17.2 million. The funding not only enabled the purchase of devices and hotspots, but also supports internet service plans for families through Dec. 30, 2021. The need will continue even when campuses re-open as schools are likely to continue physical distancing and adopt hybrid learning models. It is recommended that schools continue to allocate state and federal relief funds to securing technology resources to support in-person, hybrid, and distance learning models, including a shift between all three models.

To address engagement, promote the incorporation of social-emotional learning throughout the curriculum and provide professional development, and social-emotional support, for teachers in order to build capacity and adapt teaching strategies for distance learning, with strategic plans in place that address hybrid learning environments.

### **Service Gap 2 – Access to counseling and mental health resources**

Discussion: Seven districts reported discipline issues stemming from behavioral challenges and a lack of mental health and counseling resources as a service gap, including lack of online options for counseling or lack of capacity at the school site level (counselors/school based mental health).

**Proposed Strategy:** The Division of Student Support Services conducts formal training for school districts and LACOE schools in Positive Behavior Interventions & Support (PBIS), a school-wide discipline framework that helps to reduce suspensions and expulsions. The framework assists

school districts in identifying strategies to reduce the number of discipline issues, but also promotes a positive school climate. Included in the framework are Restorative Practices, a strategy that creates opportunities for victims, offenders and others to discuss the offense and develop resolutions. Counseling programs that included therapeutic counseling, attendance interventions, drug education, mental health interventions, behavior interventions that include parent education for ADD/ADHD, bipolar syndrome, and the use of medications, group counseling strategies, and the utilization of social work interns have proven helpful to school districts.

Seven school districts operate Alternative Education centers that include counseling, credit recovery, mentoring, job training, Career Technical Education courses such as fashion design and auto mechanics, foreign language courses, and community college courses.

The Los Angeles Unified School District employs AB 922 Counselors who ensure the appropriate educational placement of expelled students, provide case management, monitor social behavior and academic progress, and consult and collaborate with school staff and community agencies.

### **Service Gap 3: Transportation to and Lack of Alternative Placement Programs for Expelled Students**

Discussion: Seven school districts reported that transportation to alternative programs was an obstacle for students that have been expelled, and particularly for students with IEPs. One school district, located in a rural area, and six in an urban area did not have any alternative education placements in the immediate area and lacked local options.

**Proposed Strategy:** If a LACOE school is not available in the immediate area, it is recommended that local school districts enter into a Memorandum of Understanding (MOU) with neighboring school districts. Another strategy mentioned by districts was to offer online, blended courses (a combination of online and traditional instruction) as an alternative placement for expelled students.

Education Code 48915 (a)(1) Circumstances for recommending and ordering expulsion, states that the principal or superintendent of schools shall recommend expulsion for serious infractions unless it is determined that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct. Education Code 48900.5, Limitations on imposing suspension, states that Suspension, shall be imposed only when other means of correction fail to bring about proper conduct. Education Code 48917, Suspending enforcement of expulsion order, provides that district governing boards may suspend the enforcement of an expulsion order for a period of not more than one calendar year, and assign a student to school, class or program that is deemed appropriate to the rehabilitation of the pupil.

Other means of correction, and suspended enforcement of an expulsion order to allow students to remain in the school district in an alternative placement should first be considered, in particular for students in grades Kindergarten through five, rather than expulsion.

Examples of alternative means of correction and rehabilitation include referrals to the school psychologist or counselor for case management and counseling, study teams to develop an individualized behavior plan, referral for a comprehensive psychosocial or psycho educational assessment, enrollment in an anger management program, participation in a restorative justice program, community service, or enrollment in after-school programs that expose students to positive activities and behaviors.



It is recommended that local school districts implement programs such as Positive Behaviors Interventions and Support (PBIS), Restorative Practices, and others. When implemented with fidelity, these proven programs can successfully address a variety of student behaviors and needs. When other means of correction and alternative placements within the school district have been exhausted, local school districts could then enter into a Memorandum of Understanding (MOU) with neighboring school districts. LACOE's Division of Student Programs could support districts by providing its expertise in the establishment of such consortiums between school districts.

## **Alternative Placements for Pupils who Fail to Meet the Terms and Conditions of their Rehabilitation Plan or who Pose a Danger to Others**

California Education Code, Section 48926 requires the county-wide plan to *further identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.*

In Los Angeles County, expelled pupils who are unsuccessful in a district operated community day school and/or who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils may be referred to a County Community School or other appropriate alternative program operated by the county office of education.

Options for students who fail to meet the terms and conditions of their rehabilitation plan may, in select cases, include referral and placement in a juvenile hall setting or juvenile camp or in select cases, a transfer to a program operated by an adjacent county office of education.

Currently, the Los Angeles County Office of Education does not have any formal agreements with adjacent county offices of education.

### **Contract for Alternative Services**

To further address the requirements of Section 48926 of the California Education Code, and to ensure that an educational program is provided for all expelled pupils, referred to and accepted by the County, the Division of Student Programs (DSP) will enter into a contract with each participating school district to identify agreed-to responsibilities for serving expelled pupils, including those served in both regular and special education programs. A plan to address any identified service gaps will be included in the contract.

# Appendix

**California Education Code**  
**Section 48915 (d)**

(d) The governing board shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:

- (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
- (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
- (3) Is not housed at the school site attended by the pupil at the time of suspension.

**California Education Code**  
**Section 48915 (f)**

(f) The governing board shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study which meets all of the conditions specified in subdivision (d).

Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

**California Education Code**  
**Section 48915.01**

If the governing board of a school district has established a community day school pursuant to Section 48661 on the same site as a comprehensive middle, junior, or senior high school, or at any elementary school, the governing board does not have to meet the condition in paragraph (2) of subdivision (d) of Section 48915 when the board, pursuant to subdivision (f) of Section 48915, refers a pupil to a program of study and that program of study is at the community day school. All the other conditions of subdivision (d) of Section 48915 are applicable to the referral as required by subdivision (f) of Section 48915.

## California Education Code

### Section 48916.1

(a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

(b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools. (c) Any educational program provided pursuant to subdivision (b) shall not be situated within or on the grounds of the school from which the pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) shall not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. The subdivision, as it relates to the separation of pupils by grade levels does not apply to community day schools offering instruction in any of the kindergarten and grades 1 to 8 inclusive, and established in accordance with Section 48660.

(e) (1) Each school district shall maintain the following data:

- (A) The number of pupils recommended for expulsion.
- (B) The grounds for each recommended expulsion.
- (C) Whether the pupil was subsequently expelled.
- (D) Whether the expulsion order was suspended.
- (E) The type of referral made after the expulsion.
- (F) The disposition of the pupil after the end of the period of expulsion.

(2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

**California Education Code**  
**Section 48926**

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

## District Operated Community Day School Programs

District	School	Grades Served
Antelope Valley Union High	Phoenix High Community Day	9-12
Bellflower Unified	Bellflower Alternative Education Center	7-12
Burbank Unified	Burbank USD Community Day	7-12
Centinela Valley Union High	South Bay Academy Community Day	9-12
Charter Oak Unified	Bridges Community Day	K-12
Claremont Unified	Claremont Community Day	7-12
Compton Unified	Compton Community Day High	9-12
Compton Unified	Compton Community Day Middle	6-8
Eastside Union Elementary	Eastside Academy/Transitional Learning Center	K-8
El Monte Union High	El Monte Union High School Community Day	9-12
Glendale Unified	Jewel City Community Day	7-10
Hacienda la Puente Unified	Valley Community Day	7-12
Keppel Union Elementary	Desert View Community Day	K-8
Lancaster Elementary	Crossroads Community Day	7-12
Long Beach Unified	Select Community Day (Secondary)	7-12
Los Angeles Unified	Aggeler Community Day	7-12
Los Angeles Unified	CDS Elementary	K-6
Los Angeles Unified	CDS Secondary	7-9
Los Angeles Unified	Dorothy V. Johnson Community Day	7-12
Los Angeles Unified	Jack London Community Day	9-12
Los Angeles Unified	Richard A. Alonzo Community Day	7-12
Los Angeles Unified	Tri-C Community Day	7-12
Los Angeles Unified	William J. Johnston Community Day	7-12
Lynwood Unified	Lynwood Community Day	7-12
Monrovia Unified	Quest Academy Community Day	7-12
Montebello Unified	Montebello Community Day	7-12
Palmdale Elementary	Oak Tree Community Day	K-8
Paramount Unified	Paramount Unified Community Day	7-12
Pomona Unified	Pomona Community Day	7-12
Redondo Beach Unified	Redondo Beach Learning Academy	9-12
Rowland Unified	Rowland Unified Community Day	7-12
Torrance Unified	Gene Drevno Community Day	7-12
Westside Union Elementary	Westside Academy	K-8
Whittier City Elementary	Whittier Area Community Day	6-8
Wilsona Elementary	Wilsona Achievement Academy	1-8

EDUCATIONAL PROGRAMS DIRECTORY - JANUARY 2021  
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La Brea IS	(310) 677-7257 (310) 677-0196	(562) 469-4381	110 S. La Brea Ave., Suite 320A Inglewood 90301			
Mujeres y Hombres Nobles CCS & IS (MAIN OFFICE)	(323) 262-2263	(562) 469-4381	1260 Monterey Pass Rd. Monterey Park 91754	Adriana Hernandez		Monique Fisher Lyn Sahagun (TOW)
Second Chance IS	(323) 361-3245	(562) 469-4381	5000 Sunset Blvd., 7th Floor Los Angeles 90027			
Tri-Community CCS	(310) 635-4531	(562) 469-4381	12721 S. Willowbrook Ave. Compton 90222			
Valley IS	(818) 896-7776	(562) 469-4381	11243 Glenoaks Bl., Suite 5 Pacoima 91331			
Visions Learning Center CCS	(562) 273-0722	(562) 469-4381	14181 Telegraph Rd. Whittier 90604			

EDUCATIONAL PROGRAMS DIRECTORY - JANUARY 2021  
 Division of Pupil Services\* Division of Student Programs\* LAC Court Schools SELPA\*

JUVENILE COURT SCHOOLS						
JUVENILE HALL PAUs						
JASON HASTY, Ed.D., EXEC. DIRECTOR	PHONE	FAX	ADDRESS	PRINCIPAL	ASST. PRINCIPAL(S)	SCH. ADMIN. SECY.
BARRY J. NIDORF Barry J. Nidorf School	(818) 367-5942 Ext 7778 direct	(562) 469-4355	16350 Filbert St. Sylmar 91342	Talaya Coleman	Bridget Whitaker	Robert Amaya
CENTRAL Central School	(323) 225-4362 Ext 7143 direct	(562) 469-4358	1605 Eastlake Ave. Los Angeles 90033	Michael Massa, Ed.D.	Chien-yi Yang	Maria Garcia
Kirby, D. School	(323) 263-5106 Ext 7479 direct	(562) 469-4358	1500 S. McDonnell Ave. City of Commerce 90040		Girum Jiru Donna Baker	
CAMP SCHOOL PAUs						
DIANA VELASQUEZ, Ed.D, DIRECTOR	PHONE	FAX	ADDRESS	PRINCIPAL	ASST. PRINCIPAL(S)	SCH. ADMIN. SECY.
ANGELES FOREST Afflerbaugh-Paige School	(909) 593-4926 Ext 7007 direct	(562) 469-4356	6621 Stephens Ranch Rd. La Verne 91750	John Cotton		Rose Flores
Rockey, Glenn School	(909) 599-8435	(562) 469-4356	1900 N. Sycamore Canyon Rd. San Dimas 91750		Gilbert Gaytan	
SANTA MONICA MTNS. Campus Kilpatrick	(661) 723-1155 ext 224	(562) 469-4380	5300 W Avenue I Lancaster, CA 93536	Ruben Carranza		Glenda Sharp
Scott, Joseph School - Currently Closed	(661) 296-8444 Ext 7813 direct	(562) 469-4359	28700 N. Bouquet Canyon Rd. Santa Clarita 91390			

# COUNTYWIDE PLAN FOR PROVISION OF EDUCATIONAL SERVICES TO EXPELLED STUDENTS QUESTIONNAIRE – SUMMARY OF DATA January 25, 2021

## **Introduction**

The section includes an overview of the themes generated by the AB 922 survey. The survey was provided via email to all school district superintendents, many of whom delegated completion of the survey to the director of student support services, supervisor of child welfare and attendance, or director of alternative education of each of the districts. All 80 school districts completed the survey.

## **Suspended enforcement of the expulsion**

In order to facilitate the participation of an expelled student in programs located within the school district, school districts are required to suspend the enforcement of the expulsion order. The student must comply with all stipulations of the expulsion order related to behavior, attendance, and participation in rehabilitation programs such as counseling. Failure to comply with the expulsion order stipulations could trigger a full expulsion and removal from the district's program. A referral to a LACOE County Community School would be an alternative placement for such students.

## **Current Educational Alternatives Available**

### **Community Day Schools**

Districts use both their own community day schools (CDS) and LACOE County Community School (CCS) programs as placements for expelled students. District CDS programs cannot be located on or adjacent to a district K-12 educational program.

- Twenty nine out of eighty districts reported that they operate a district CDS: seven schools for grades K-5, twenty-one schools for grades 6-8, forty-two schools for grades 9-12.
- Nineteen out of eighty districts reported that they use a LACOE CCS program: three schools for grades K-5, fourteen schools for grades 6-8, fifteen schools for grades 9-12.

### **Opportunity Programs**

Some districts operate opportunity programs, minimum day programs housed on K-12 sites, as an alternative for expelled students.

- District Opportunity Programs: Grades K-5 (2 district), 6-8 (14 districts), or 9-12 (9 districts).

### **Continuation High Schools**

Continuation high schools were used by nine districts for expelled students.

### **Charter Schools**

Four districts use the Opportunities for Learning Charter School, one district uses Options for Youth Charter School, one district uses Learning Works Charter, one district uses West Covina Learning Academy, and one district uses School of Extended Options.

### **Independent Study Programs**

Districts that did not have any other alternative programs referred students to their own independent study program. LACOE independent study programs are also available.

- District Independent Study (IS): Grades K-5 (28 districts), 6-8 (41 districts), 9-12 (36 districts). Although these programs are available as an alternative, districts noted that they rarely use IS as an alternative for suspension or expulsion.

## **Other Alternative Programs**

Districts also included the following as alternatives for expelled students:

- Work with neighboring districts
- Home instruction (determined by IEP)
- Home Hospital
- Alternative placement in neighboring district

## **Have these strategies/services been successful? If not, what were the obstacles or gaps?**

Thirty-seven districts surveyed felt that the available alternative programs were successful. Thirty-five responded with either a not applicable due to lack of expulsions, lack of placement options or other challenge, and four left the answer blank.

- Fourteen school districts did not have any expulsions during the past 2019-2020 school year, while three other districts said they rarely expel. One district has prevented expulsions for the last six years.
- Challenges related to distance learning environment such include student engagement and supervision (12), adapting online teaching strategies (5) access to technology (7), lack of access to resources such as counseling, mental health, drug/alcohol rehabilitation services (7), distance from the community and lack of transportation (7 responses), and limited local options particular for students with IEPs or in elementary (10 responses) were the service gaps most frequently mentioned by the school districts that completed the survey.

## **Comments on Service Gap 1: Access and engagement in the distance learning environment**

Although four districts reported that students fared better in distance learning settings, twenty-four districts expressed the shift to distance learning as a significant challenge in meeting the needs of expelled students. Due to students attending school online, challenges with motivation occurred as students either did not have access to technology or a reliable internet, turned their camera off during class, or had trouble engaging with the material due to the teaching methods not being adapted to online delivery were significant barriers to engaging students.

## **Comments on Service Gap 2: Access to counseling and mental health resources**

Seven districts reported access to mental health and counseling as a gap, including lack of online options for counseling or lack of capacity at the school site level (counselors/school based mental health).

## **Comments on Service Gap 3: Transportation to and Lack of Alternative Placement Programs for Expelled Students**

Seven school districts felt that transportation to alternative programs was an obstacle for students that have been expelled. One school district, located in a rural area, and six in an urban area did not have any alternative education placements in the immediate area and lacked local options.

## **Suggestions or strategies for filling any service gaps which limit the ability to ensure the availability of educational services for expelled students**

School district personnel shared the following suggestions and strategies:

- Focus on increasing other means of correction instead of expulsion
- LACOE to offer more support with alternative programs for smaller districts who cannot maintain their own alternative programs due to low numbers.
- Designated funding to operate an opportunity program to have additional staff to support working with this population of students.
- Adapt teaching to student learning styles, provide high quality professional learning for adapting teaching strategies for distance learning, and offer advanced courses including AP or honors. Expelled students have to relinquish these types of courses.
- Increase funding and partnership for increased mental health support/crisis counseling

- Increase and embed social emotional learning throughout the curriculum
- Develop clear referral process as well as transition strategies and case management to ensure student re-entry back into school from alternative programming.
- Allow high needs students/students with IEPs to remain on campus to receive additional support and services during school closures.
- Increase county community school locations throughout county, including elementary, in areas where local options are scarce, possibly modeled after a SELPA, cost-sharing agreement between districts.
- Hiring well-qualified, trauma-informed staff that place a strong emphasis on social emotional learning.
- A LACOE Liaison that could provide updates on student progress.
- Service gaps during distance learning are addressed by identifying the student’s barriers to accessing technology, internet connectivity, and engagement with the following general action plans: following up with students with 3 or more absences in a week; daily/weekly check-in meetings with students, coordinating with District, specialized support staff as needed; conducting Student Engagement Team (SET) meetings via Zoom
- AB 922 Counselor and support staff to identify and address the barriers to the student/family’s commitment to regular engagement to distance learning; and referring student/family to District/community services as needed
- Pursue meaningful partnerships with local workforce investment board and other stakeholders to create opportunities for youth to gain valuable work experience, including at-promise youth and students experiencing educational and social challenges.
- Build positive relationships with families and caregivers, build capacity of parents/caregivers to support social emotional learning, regularly communicate with the student, assign staff to maintain contact with struggling students.
- Consider partnerships with neighboring County Offices of Education (San Bernardino/Ventura/Orange) to support bordering school districts with placement options

**Alternative placements for students who fail to meet the terms and conditions of the expulsion rehabilitation plan or pose a danger to other district students as determined by the governing board**

The following responses indicate what referral strategies districts use when a student has failed to meet the conditions of their expulsion order or pose a danger to other district students that would necessitate a transfer to another program:

- Thirteen districts refer students to LACOE programs.
- One district refers students to LACOE programs or placed in group homes or camps, when appropriate.
- One district refers students to LACOE programs, Boys Republic, Valley Alternate High School, or their Independent Study Program.
- One district refers students to LACOE programs, Opportunities for Learning or K12.
- One district refers students to Opportunities for Learning.
- Four districts enroll students in independent study.
- Two districts allow students to remain at CDS until requirements are completed.
- One district uses a Virtual online program.
- One district refers students to independent study or to Del Norte ROP.
- One district refers students to Bellflower Alternative Education Center.
- One district refers students to Margett Pathway Academy.
- One district refers students to Sunburst Academy.
- Four districts transfer the student to another school within their school district, or to a neighboring school district.

Other comments:

- Governing Boards can accept provisionally, but if they continue to pose a threat, sometimes complete their expulsion conditions in a LACOE placement or previous district, if applicable.
- Independent study or full-time virtual learning is all we have available. If the parent refuses IS we do not have anything to offer in our area. We have a need for a full day alternative in the Antelope Valley.
- While IUSD does not operate district CDS programs, they work directly with the pupils and their families to identify alternatives to expulsion, including intra-district transfers to other IUSD schools, and linking them to partner agencies that provide restorative services and diversion strategies as opposed to expulsion or arrest in some cases. IUSD and its partners go through great lengths to avoid expulsion and arrest, focusing instead on the child's responsibility to make things right and to realize and build upon one's personal assets.
- It depends on the direction of the California legislation. Some kids need positive role models, others need mental health help and some need drug addiction help.
- We partner with parents, school, and resources to ensure students are successful.
- If needed, expelled students are typically provided a change of placement from their original interim placement within the District's alternative education options. Moreover, if the student has exhausted the District's options and/or poses an increased risk of danger to pupils and staff, these students are referred to LACOE for placement in a County Community School.
- When appropriate, one district works with the parent to create a home education option.

**What are your best practices, at the site and district levels, of behavioral intervention approaches and options used to minimize the number of suspensions leading to expulsions, of expulsions being ordered, and to support students returning from expulsions?**

The following are best practices that were shared by the school districts that have minimized the number of suspensions and expulsions, in keeping with EC 48900.5, Other Means of Correction, which encourages alternatives to suspension and expulsion:

- Nine districts use a Multi-Tiered System of Support (MTSS), including Student Study Teams (SSTs), Grade Level Intervention Teams, Behavior Support Plans, Behavior Contracts
- Twenty districts mentioned Counseling: full-time counselors to assist with behavior and social skills, social emotional counseling by counselors and social workers, guidance and student services provided, group counseling and check-in
- Positive Behavior Interventions and Supports (PBIS) is a strategy used by thirty-four school districts
- Leader in Me Program
- Two districts use Second Step curriculum
- Four districts participate in the Capturing Kid's Hearts Program
- Four districts use Trauma Informed Practices
- Restorative Practices is used by 12 school districts
- Restorative Justice Youth Court program
- Alternatives to Suspensions strategies are a part of thirteen school districts
- One district uses Wellness Centers, staffed with behaviorists
- Saturday School is used by two districts
- Community Service is used by two districts
- Peer Mediation
- Mentors for L.I.F.E. Program
- Five districts use mentoring
- Parent Engagement & Support programs
- Consulting, collaborating, and coordinating services with District staff and community agency personnel (e.g., Department of Probation, Department of Children and Family Services, Department of Mental Health, and the Los Angeles County Office of Education).



- Response to Intervention (RTI) is a multi-tiered early intervention and identification system used by six school districts
- Thirty-seven districts use SEL (Social and Emotional Learning)
- Six districts encourage partnerships with families, conferences, interventions, SSTs, and good communication
- School Attendance Review Team (SART)
- School Attendance Review Board (SARB)
- Communicated they have very few expulsions
- Communicated they prevented expulsions for more than six years
- Progressive discipline practices Education Code 48900.5 are emphasized in two districts

**In particular, how do these best practices relate to any disproportionate representation of student subgroups in such interventions?**

Fourteen districts believe they do not have a disproportionate representation in the number of students being suspended or expelled among their subgroups. Four districts were unaware of the data, and five districts plan to begin to analyze the data this year.

- Positive Behavior Interventions & Support (PBIS) was mentioned districts as a practice that teaches appropriate behavior and instills high expectations in all students and staff.
- The California School Dashboard will assist districts in identifying sub groups in need of support and assistance.

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 12. 20/21-3052 - QUARTERLY UNIFORM COMPLAINT

#### RECOMMENDATION

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

#### Rationale:

This quarterly report to the Board of Education will be used to summarize any complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions for the period of January 1 to March 31, 2021.

#### Background:

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

#### ATTACHMENTS

- [Monrovia USD UCP Reporting 3rd quarter.pdf](#)



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

## Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: \_\_\_\_\_

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

Person completing this form: \_\_\_\_\_

Title: \_\_\_\_\_

Quarter covered by this report (Check One Below):

- |                                  |                          |                  |
|----------------------------------|--------------------------|------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30   | Due 16-Oct 2020  |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 15- Jan 2021 |
| <input type="checkbox"/> 3rd QTR | January 1 to March 31    | Due 16-Apr 2021  |
| <input type="checkbox"/> 4th QTR | April 1 to June 30       | Due 16-Jul 2021  |

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

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

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

Print Name of District Superintendent \_\_\_\_\_

Signature of District Superintendent  \_\_\_\_\_ Date \_\_\_\_\_

Return the **Quarterly Summary** to:  
Williams Legislation Implementation Project  
Los Angeles County Office of Education  
c/o Kirit Chauhan, Williams Settlement Legislation  
9300 Imperial Highway, ASM/Williams ECW 284  
Downey, CA 90242

Telephone: (562) 803-8382  
FAX: (562) 803-8325  
E-Mail: Chauhan\_Kirit@lacoed.edu

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **13. 20/21-5062- BOARD POLICY 3515, *CAMPUS SECURITY*, AND ACCOMPANYING ADMINISTRATIVE REGULATION AND KEY POLICY**

## RECOMMENDATION

The Board of Education is requested to receive for adoption Board Policy 3515, *Campus Security*, and its accompanying Administrative Regulation and Key Policy as recommended by the California School Boards Association.

### **Rationale:**

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Business Services Department has added Board Policy 3515, Key Policy and revised Administrative Regulations 3515 and is presenting this policy for 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. In addition, in preparation for the reopening of our schools, the Business Services Department reviewed and revised the AR 3515, Campus Security as well as added BP 3515 and Key Policy. These policies have been reviewed by the appropriate stakeholders prior to presenting it for Board review and approval. Additionally, Business Services Department Board member liaison, Rob Hammond, has reviewed this Board Policy and has no further changes.

### **Additional Information:**

A copy of the proposed Board Policy 3515, Campus Security, accompanying Administrative Regulation & Key Policy are attached.

## ATTACHMENTS

- [BA Item 2115\(b\) Campus Security BP 3515 and AR 3515 \(2nd Reading\) 4-14-21.pdf](#)

## **CAMPUS SECURITY**

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

In consultation with the district's safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Reviewed: March 24, 2021  
April 14, 2021

## **CAMPUS SECURITY**

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity. These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.
2. Secure buildings and interior spaces from outsiders and discourage trespassing. These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.
3. Discourage vandalism and graffiti. These strategies may include plans to immediately cover graffiti and implement campus beautification.
4. Control access to keys/key cards and other school inventory.
5. Detect and intervene with school crime. These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

All staff shall receive training in building and grounds security procedures and emergency response.

### Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside.

Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to those employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens. Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

Keys shall never be loaned to students, parent/guardians, or volunteers, nor shall the master key ever be loaned.

Reviewed: March 24, 2021  
April 14, 2021

### **DISTRICT KEY POLICY**

The purpose of this key control policy for the Monrovia Unified District is to:

1. Protect the welfare and safety of the District's students and employees
2. Minimize financial losses to the District from theft, vandalism, unauthorized entry and/or misuse of its facilities.
3. Provide manageable controls for the distribution and accountability of keys and key cards.
4. Insure and maintain the integrity of the lock and key system.

### **POLICY**

It is the policy of the Monrovia Unified School District to promote the security of District personnel and appropriate access to District property. This policy describes the control of, the use, and possession of keys to District facilities, equipment, and vehicles, including (A) general provision, (B) design of keying systems, (C) fabrication, (D) responsibility for issuance, (E) responsibilities regarding lost keys, (F) eligibility for possession, (G) provision for contractor access, and (H) key and building security.

### **APPLICATION**

The process for issuing keys, key cards, assessing the cost of replacing keys and increasing the efficiency and accountability in the management of this operation are established in the following procedures:

1. All keys and/or key cards issued by the Monrovia Unified School District remain the property of the Monrovia Unified School District and shall not be duplicated, loaned, and/or used by the person other than to whom they are issued.
2. The criteria for justifying the issuance of keys are based on the need to enter those rooms or that area in which one's normal duties are performed.
3. For purposes of administering this program, the District's locksmith or designee, under supervision of the Director of Maintenance, Operations and Transportation, shall act as the key control officer. The principal at each school and the district administrator are responsible for key control and inventory at their respective school and departments.
4. A master record of all keys and key card access issued to employees throughout the District shall be maintained at the Maintenance, Operations and Transportation



Department.

5. The following persons shall be responsible for the issuance, maintenance, and return of all keys under their jurisdiction:
  - Superintendent/Superintendent Designee
  - Principal
  - Assistant Principal
  - Administration of School Site
  - Department /Division Head/Director/Chief
  - Director of Food Service for Food Service Areas
  - Director of Maintenance, Operations and Transportation
6. The Principal/Administrator may delegate the procedures involved in administering this policy, but they cannot delegate the responsibility.
7. In the event of a suspected or known loss, theft, or unauthorized use of keys, the Principal/Administrator shall notify the Maintenance, Operations and Transportation Department immediately.
8. The Principal or administrator of each site shall maintain a complete record of keys assigned to its staff. An annual inventory of keys shall be sent to the Maintenance, Operations and Transportation Department at the beginning of each school year.
9. All authorized substitute keys for use by substitute custodians, substitute teachers shall be kept in the vault, safe or lock boxes at the site to which they operate.
  - (a) Non Master Keys are issued by the Site Administrator at the site/facility to designated temporary personnel or subs. All sites/facilities have keys in stock for this situation. These keys are to be returned at the end of the assignment/day.
  - (b) Facility Site Master Keys are maintained at the work location for substitute custodian use. These are to be turned in to the Head/Supervising Custodian or designee at the end of the shift to be locked in an approved secure location. These key sets are not to leave the facility for any reason.
  - (c) Site Master Keys are not issued to temporary or substitute personnel except custodians.
  - (d) Key cards may be issued on a temporary basis and must be returned at the end of the shift/assignment.

10. The District shall be reimbursed by the Principal/Administrator or person to whom the key or key card was issued, for the loss of any key issued under this policy.
11. Persons who are issued keys and or key cards shall, at all times, take reasonable precautions to prevent their loss or theft. Damage suffered by to the District resulting from the loan of a key or loss of a key through negligence is the direct personal and financial responsibility of the person to whom the key was issued ~~to~~.

KEY SECURITY

1. No keys or key cards are to be duplicated except through the Maintenance, Operations and Transportation Department. Only authorized personnel of the District Lock Shop are authorized to duplicate keys. Duplication by anyone else is in willful violation of this policy. The employee will be held financially liable where damage or loss to District property results from such action, and may be denied the privilege of having a key. Please note responsibility and legality regarding keys as follows:

Excerpt from the Penal Code by the State of California. #469.7 [Knowingly making, duplicating or possessing etc., key to premises owned by state or subdivision.]

*“Any person who knowingly makes, duplicates, causes to be duplicated, or uses, or attempts to make duplicate, cause to be duplicated, or use, or has in his possession any key to a building or other area owned, operated, or controlled by the State of California, any state agency, board or commission, a county, city or any public school or community college district without authorization from the person in charge of such building or area or his designated representative and with knowledge of the lack of such authorization is guilty of a misdemeanor.”*  
[1970 ch 1090 S.1.] 21 Cal Jur 3d criminal Law #2499.

2. All keys and key cards issued to any employee must be accounted for before clearance is granted upon separation from the District or final check issued at the end of the year.
3. All locksmith services, including repair, key or lock changes or replacements, duplicate or replacement keys for existing locks, lock changes and additions within a department shall be procured only through the Maintenance, Operations and Transportation Department. Facilities, used in this policy, shall include door locks, alarm locks, desk locks, District vehicles, gates, etc., excluding lockers. This policy extends to key cards, replacement, programming and other costs to repair or replace.

4. All keys and key cards held by persons shall be turned in as part of the checkout procedures at the end of each school year except the following employees:
  - (a) 12 months employees
  - (b) Principals, Vice Principals
  - (c) Office managers
  - (d) Employees working summer school at the same sites

These keys shall be kept in a vault, safe or lock boxes until reissued in the Fall. Keys no longer needed shall be returned to the Maintenance, Operation and Transportation Department. An annual audit of the key issuance/record form by the Principal or Site Administrator shall be performed on all keys held by twelve (12) month employees.

5. The schedule of reimbursement for a lost or missing key and key cards shall be as indicated under Lost or Missing Keys. A key shall not be replaced without evidence of payment in the form of an executed cash receipt voucher issued by the Fiscal Services Department.
6. The key system is designed to correspond to room and equipment numbers. No changes are to be made to the assigned room numbers, as this will affect the records and inventories in the Lock-shop.
7. Loaning of Keys is Expressly Prohibited
  - (a) Keys and key cards are not to be issued, loaned or used by students at any time. Keys found with students will be collected and turned over to the site administrator.
  - (b) Keys/key cards are not to be left in desk drawers, mailboxes, etc., day or night.

#### KEY ISSUANCE PROCEDURES

1. The responsible principal or authorized administrator will make a request for keys on the Key Request Form (see sample form – Appendix A to Exhibit) or through the Maintenance and Operations Work Order System.
2. Keys may be requested for regularly appointed District employees for the duration of employment.
3. Obtain appropriate Administrator signature, in accordance with Key Policy.

4. Submit completed Key Request Form to Maintenance, Operations and Transportation Department.
5. Receive and sign for authorized keys at School Site Office or Maintenance, Operations and Transportation Department.
6. Turn in keys when no longer needed or prior to issuance of final pay warrant. Periodic auditing of issued keys may be requested. Keys to be returned to the Maintenance, Operations and Transportation Department
7. Duplicate of outstanding (unreturned) keys will not be issued.

#### DISTRIBUTION OF KEYS

1. Site Master Keys: Will be issued to elementary and high school principals, assistant principals, head custodians, night custodians, maintenance mechanics and maintenance workers.
2. Site master keys may also be issued to school office managers, specific program directors, assistant directors, and department managers as needed.
3. Classroom, cabinet, workroom, elevator and restroom keys will be issued to teachers, sub-teachers, teacher aids and after school program coordinators by the site designated key control person.
4. Only one key per classroom shall be issued to the assigned teacher except where, due to double use or double sessions, more than one teacher is assigned to the classroom.
5. Keys for filing cabinets, desks, wall cabinets, and other non-security areas will be issued to personnel as needed by the site designated key control person.
6. The cafeteria and food service storerooms are to be on an individual key and available only to Food Services personnel.
7. Restrooms and Staff Lounge will be on an individual key.
8. All Education Center key requests will be processed through the Business Services Department
9. Gate keys open locks to gates. These locks are to be used exclusively for gates. Gate keys are assigned by the Maintenance, Operations and Transportation Department and Office Managers.

10. Keys for District buildings and properties shall not be issued or loaned to students.
11. As a rule, gate keys will not be issued. A site administrator or program director can request a gate key for an individual and that request (may/may not) be granted on a limited basis pursuant to site-specific responsibilities and needs.
12. Keys for high school athletic areas will not be issued to walk-on coaches who are not district employees. All opening and closing of athletic areas will be done by site custodial staff during regular school and activity hours. Access for events occurring outside of regular hours will be done by facility use permit and prior arrangements by custodial staffing.
13. All keys requested by other site personnel are to be evaluated and approved by the principal/site administrator and issued by site designated key control person.
14. All keys are to be returned at the end of each school year or at the beginning, if an employee is absent for an extended personal, medical, workers' compensation leave or administrative leave. Winter and spring recess periods are not considered extended leaves. Keys are to be returned to the site designated key control person at each work location.
15. All keys are to be returned to the site designated key control person and or Human Resource Department and reported to the Maintenance, Operations and Transportation department upon an employee's transfer, resignation, retirement, or termination.
16. Keys for vendors needing regular access to District grounds and buildings for trash pickups, food deliveries, or other occurrences outside of regular site or department operating hours, shall be coordinated through the Maintenance, Operations and Transportation Department. A signed Vendor Key Acceptance Form (see sample form – Appendix B to Exhibit) and a copy of the driver's license of the receiving party will be required before keys may be issued. The contracting department is responsible to recover the keys at the end of the agreement.
17. Keys for construction contractors shall be issued by the Maintenance, Operations and Transportation Department upon receiving the request in writing from the contractors or designated project manager. Contractors shall return keys to the Maintenance, Operations and Transportation Department or the project manager at the end of the project and before final payment is made.
18. As a matter of policy, keys shall not be distributed for civic center use of District grounds and buildings.

However, in extreme circumstances or joint use agreements that would warrant issuance of keys, such keys shall be coordinated through the Business Services Department and Maintenance Operations and Transportation Department. A signed Key Acceptance Form, a copy of the driver's license of the receiving party and a refundable key deposit will be required for all issued keys. The Business Services Department will be responsible to recover the keys at the end of the civic center use.

19. Principals/site administrators shall not allow any installation of locks or any door hardware by site staff or outside contractors at their sites unless written permission is obtained from the Maintenance, Operations and Transportation Department.
20. All lost or stolen keys are to be reported to the principal/site administrator and the Maintenance, Operations and Transportation Department immediately.
21. All keys are to be returned to the designated site key control person or the Maintenance, Operations and Transportation Department upon an employee's transfer before new keys can be issued for their next work location.
22. District keys should not be left unattended, in a desk drawer, mail box, vehicle, or any other location that may be subject to theft or unauthorized use.
23. Each principal/site administrator is responsible for coordinating keys returned to the office for complete inventory at the end of each school year. Keys are to be turned in to the designated site key control person on the last working.
24. Any worn or broken keys should not be discarded, but are to be returned to the Maintenance, Operations and Transportation Department. Replacement of broken or unusable keys will occur only upon return of the damaged key and a replacement requisition.

### KEY CARDS

Key cards will be issued under the same guidelines as the *distribution of keys section* above. Key cards will be programmed for specific access according to their position classification and access needs. For example: a teacher would have a card programmed to access their classroom, bathroom and workroom.

### LOST OR MISSING KEYS

1. Keep your keys in a safe location at all times. Keeping your keys in any vehicle is not deemed safe.

If the vehicle is broken into and keys are stolen, you will be responsible to pay the replacement costs. Do not attach anything to the key set that may identify the site or location the keys belong to.

2. Send complete Lost or Missing Keys Form (see sample Appendix C to Exhibit) and a copy of Receipt of Payment for lost or missing keys by email or interoffice mail to

Maintenance, Operations and Transportation Department. This will initiate a Work Order and investigation process to replace keys.

CHARGES FOR LOST OR STOLEN KEYS (per key):

- Grandmaster / Site Master Key: \$1,000
  - Single lock: \$100 (classroom/office/restroom/kitchen, auditorium, etc.)
  - Master Gate Key: \$50
  - Key cards: \$50
  - Individual School Site Gate Key: \$50
  - District Vehicles: \$50
  - File cabinets and desk \$25
3. If the lock must be changed for security reasons, actual costs of re-keying may be charged to the department/school originally authorizing the keys and/or the individual to whom the keys were issued. This also applies to key card access lock mechanisms as well.
  4. The schedule of reimbursement for a lost or missing key shall be as indicated under CHARGE FOR LOST OR MISSING KEYS/KEY CARD:
    - a) A key or key card shall not be replaced without evidence of payment in the form of executed cash receipt voucher issued by the Fiscal Services Department.
    - b) A refund for the cost of lost or stolen keys will only be issued if the locks to the lost or stolen keys have not been changed and the replacement keys have been returned to the Maintenance, Operations and Transportation Department.

Reviewed: March 24, 2021

April 14, 2021

**MONROVIA UNIFIED SCHOOL DISTRICT  
Key Request Form**

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

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

Department/Vendor: \_\_\_\_\_

Location/Project: \_\_\_\_\_

The requester is one of the following:

A new MUSD employee \_\_\_\_\_

Change in work location \_\_\_\_\_

Lost/damaged key \_\_\_\_\_

District project contractor \_\_\_\_\_

District facility user \_\_\_\_\_

If the requester changes work location, please return your current keys to \_\_\_\_\_ (person receiving your keys).

If the requester loses or damages the key(s), please attach the following:

1) Lost/damage key report \_\_\_\_\_

2) Replacement key payment receipt number \_\_\_\_\_ issued by MUSD Fiscal Services Department

I request the following key(s) for the following Location(s):

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---

**Key Release and Security Agreement**

The undersigned assumes full responsibility for the above key(s) and will return all listed key(s) to the Monrovia Unified School District, MOT Department or school site, upon request or upon completion of project(s). Failure to return assigned key(s) will result in responsibility for costs associated with re-keying affected areas.

It is understood and agreed upon, after access to room(s), building(s), gate(s), or at the end of working hours, the undersigned will secure all areas accessed. It is also understood and agreed that the areas will be left in an orderly fashion.

The undersigned also understands and agrees that failure to meet these obligations may result in the forfeiture of District access.

**Key(s) Received:**

---

Printed Name:	Signature:	Date:
---------------	------------	-------

**Key(s) Returned:**

---

Printed Name:	Signature:	Date:
---------------	------------	-------



**MONROVIA UNIFIED SCHOOL DISTRICT**  
**Key Acceptance Form**

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

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

Job Title: \_\_\_\_\_

Site: \_\_\_\_\_

This is to certify that I have received the following key(s) for which I am responsible for. I understand and acknowledge that keys should never be loaned to students or other persons nor left on desks, unlocked cars, public places, etc. where anyone can find them. I am **personally and financially** responsible for a key replacement if there is any damage or lost key(s).

**KEYS ARE NOT TO BE DUPLICATED, EXCEPT BY THE MONROVIA UNIFIED SCHOOL DISTRICT LOCKSMITH**

- |          |           |
|----------|-----------|
| 1. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 10. _____ |

**COST FOR THE REPLACEMENT OF KEYS: NO REFUNDS**

- Grandmaster / Site Master Key: \$1,000
- Single lock: \$100 (classroom/office/restroom/kitchen, auditorium, etc.)
- Master Gate Key: \$50
- Key cards: \$50
- Individual School Site Gate Key: \$50
- District Vehicles: \$50
- File cabinets and desks \$25

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

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



**MONROVIA UNIFIED SCHOOL DISTRICT  
Lost or Missing Key(s) Form**

1. Name: \_\_\_\_\_

2. Email: \_\_\_\_\_

3. Phone \_\_\_\_\_ Site/Department \_\_\_\_\_

4. Classified  Certificated  Substitute  Contractor  Facility User

5. Date and time the key(s) were lost or missing \_\_\_\_\_

6. Please describe, in detail, how the incident occurred \_\_\_\_\_

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

7. Please name any witnesses and/or attach a police report \_\_\_\_\_

*I certify that the forgoing statement is true and correct.*

\_\_\_\_\_  
*Employee Signature*

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

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **14. 20/21-5068- AMENDMENT NO.3 TO AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND VMA COMMUNICATIONS**

#### **RECOMMENDATION**

The Board of Education is requested to approve a third amendment to an agreement between Monrovia Unified School District and VMA Communications to extend the original contract and continue VMA services until June 30, 2021.

#### **Rationale:**

The District has utilized the services of VMA Communications for public relations and marketing services since 2016. While the goal is to transition to an in-house Public Information Officer, the current pandemic has affected and will impact the future financial status of MUSD and other school districts in the region. A contract with VMA on a monthly basis, has allowed the District to continue marketing and promoting the many academic programs and events occurring within the District to the public, remain fiscally responsible, and subtly begin the transition to in-house services when the opportunity emerges.

#### **Background:**

The Board of Education approved an agreement with VMA Communications on August 12, 2020. Since then, the Board has approved two (2) other contract extensions with the firm to provide public relations services. This third contract extension will allow the District to utilize VMA's services until June 30, 2021.

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

Cost to the District for this amendment is an additional \$26,950. Total costs to the District for the 2020-21 SY is \$117,625 (\$90,675 the cost of the original agreement + two contract extensions, and \$26,950 for the third contract extension).

#### **Additional Information:**

A copy of the amended agreement with VMA Communications and previously Board approved agreements are attached.

## ATTACHMENTS

- [Monrovia USD Third Amendment to VMA Contract FY 20-21 -March 2021.pdf](#)
- [VMA Monrovia USD Contract FY 20-21 -8.31.20 fully signed.pdf](#)

### AMENDMENT No. 3 TO COMMUNICATION SERVICES AGREEMENT

MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and VMA COMMUNICATIONS, INC., hereinafter referred to as CONSULTANT, mutually agree as follows:

1. CONSULTANT shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT agrees to augment the second amended contract between DISTRICT and CONSULTANT dated 1/27/2021, by \$26,950. VMA Services budget will increase \$22,950, plus increase pre-approved reimbursement/expenses and out of scope service fees estimated at \$4,000 (social media boosts). The DISTRICT agrees to pay the CONSULTANT an hourly rate of \$170, not to exceed \$117,625 (\$90,675+\$26,950), for the services performed during the period of this agreement, plus reimbursement for pre-approved expenses/reimbursables. For purposes of this agreement, **VMA services include message and content development, social media and digital marketing, branded newsblasts, crisis management, and inclusion in California School News Report.** Fees for additional projects/assignments shall be approved at time of DISTRICT's request.
3. All other services/items shall be considered out of scope and shall not be funded with the Board-approved budget item. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
4. This agreement shall be subject to the following conditions:
  - a. VMA shall submit an itemized invoice for services rendered, including dates of service and detailed expenses/reimbursables. Out-of-scope services and reimbursements will be billed separately. DISTRICT shall pay VMA within 30 days of receipt.
  - b. VMA shall be considered an independent consultant for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to VMA or any of VMA'S personnel performing service hereunder.
  - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
  - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
  - e. VMA shall maintain the confidentiality of all information received while performing said services.
  - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces.


Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

5. This agreement shall be in effect July 16, 2020 through June 30, 2021. This agreement may be terminated by either party upon sixty (60) days' written notification.
6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT  
MONROVIA UNIFIED SCHOOL DISTRICT  
325 E. Huntington Drive  
Monrovia, CA 91016

VMA  
VMA COMMUNICATIONS, INC.  
243 Oberlin Ave  
Claremont, CA 91711

By \_\_\_\_\_  
**Katherine Fundukian Thorossian, Ed.D.**  
**Superintendent of Schools**

By  \_\_\_\_\_  
Valerie Martinez  
CEO/President

Date \_\_\_\_\_

Date \_\_\_\_\_  
Fed. ID 47-0901842

## AGREEMENT FOR COMMUNICATION SERVICES

**MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as **DISTRICT**, and **VMA COMMUNICATIONS, INC.**, hereinafter referred to as **VMA**, mutually agree as follows:

1. VMA shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT shall pay VMA a rate of \$170 per hour, with a minimum monthly retainer amount of \$3,000 per month, not to exceed \$7,650 per month or \$34,425 for VMA services during the period of this agreement, plus pre-approved reimbursements/expenses and out-of-scope service fees estimated at \$12,110 (total estimated cost is \$46,535), based on a Board-approved budget item, per California Education Code. For purposes of this agreement, **VMA services include message and content development, social media and digital marketing, branded newsblasts, crisis management, inclusion in California School News Report and video/materials production management.**
3. All other services/items shall be considered out of scope and shall not be funded with the Board-approved budget item. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
4. This agreement shall be subject to the following conditions:
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  - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
  - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
  - e. VMA shall maintain the confidentiality of all information received while performing said services.
  - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

5. This agreement shall be in effect July 16, 2020 through November 30, 2020. This agreement may be terminated by either party upon sixty (60) days' written notification.

6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT  
MONROVIA UNIFIED SCHOOL DISTRICT  
325 E. Huntington Drive  
Monrovia, CA 91016

By   
Katherine Fundukian Thorossian, Ed.D.  
Superintendent of Schools

Date August 13, 2020

VMA  
VMA COMMUNICATIONS, INC.  
243 Oberlin Ave  
Claremont, CA 91711

By   
Valerie Martinez  
CEO/President

Date \_\_\_\_\_  
Fed. ID 47-0901842



CLIENT: Monrovia Unified School District  
 DATE: 16-Jul-20  
 Contract Dates: July 16, 2020 - Nov. 30, 2020

District Communications Total Cost Estimate		
Vendor Name	Job Description	Amount
VMA Communications, Inc.	VMA Services: Content creation, issue management, Media and Production Management (45 hours per month, \$7,650 per month)	\$ 34,425.00
VMA Communications, Inc.	Direct Costs (Billed Separately): Graphic Design, Photography, Videography, Social Media Boosts, Printing, Mailing and eBlast Server	\$ 12,110.00
Estimated Annual Total		\$ 46,535.00

Estimate for Direct Costs and Reimbursements										
Project Name	Details	VMA Services (\$/170 hour)							Misc.	*Total Cost
		Graphic Design	Print	Mail	Misc.	Graphic Design	Print	Mail		
State of the District Invites (1 design)	Email invites to the community, Print and mail invites to the VIPs 1 design, English only, double sided, 8.5"x5.5", print qty: 75 (plus envelopes), mail qty: 50	\$	750	\$	175	\$	35	N/A	\$	960
State of the District - PowerPoint Budget (1 design)	State of the District PowerPoint Budget	\$	750		N/A		N/A	N/A	\$	750
State of the District Video	State of the District 2 minute video		N/A		N/A		N/A	\$	5,000	5,000
Social Media Boosts (12 months)	Facebook ads July budget - \$600 August - November budget - \$1,200 per month (\$4,800)		N/A		N/A		N/A	\$	5,400	5,400
Estimated Total:		\$	1,500	\$	175	\$	35	\$	10,400	\$ 12,110

\* The estimated costs will adjust depending on the number of design edits, print/mail quality and quantity. Postage fees are not included in the estimate. That is an additional cost.

## AMENDMENT TO COMMUNICATION SERVICES AGREEMENT

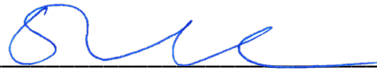
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1. CONSULTANT shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT agrees to augment the original contract between DISTRICT and CONSULTANT dated 08/13/2020, by \$28,840. VMA Services budget will increase \$15,300, plus increase pre-approved reimbursement/expenses and out of scope service fees estimated at \$13,540. The DISTRICT agrees to pay the CONSULTANT an hourly rate of \$170, not to exceed \$75,375 (\$46,535+\$28,840), for the services performed during the period of this agreement, plus reimbursement for pre-approved expenses/reimbursables. Fees for additional projects/assignments shall be approved at time of DISTRICT's request.
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  - b. VMA shall be considered an independent consultant for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to VMA or any of VMA'S personnel performing service hereunder.
  - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
  - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
  - e. VMA shall maintain the confidentiality of all information received while performing said services.
  - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

5. This agreement shall be in effect July 16, 2020 through January 31, 2021. This agreement may be terminated by either party upon sixty (60) days' written notification.
6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT  
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325 E. Huntington Drive  
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VMA  
VMA COMMUNICATIONS, INC.  
243 Oberlin Ave  
Claremont, CA 91711

By   
**Katherine Fundukian Thorossian, Ed.D.**  
**Superintendent of Schools**

By \_\_\_\_\_  
Valerie Martinez  
CEO/President

Date 10/28/20

Date \_\_\_\_\_  
Fed. ID 47-0901842

## AMENDMENT TO COMMUNICATION SERVICES AGREEMENT

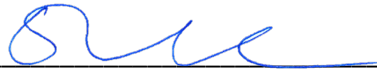
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3. All other services/items shall be considered out of scope and shall not be funded with the Board-approved budget item. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
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  - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
  - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
  - e. VMA shall maintain the confidentiality of all information received while performing said services.
  - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

- 5. This agreement shall be in effect July 16, 2020 through January 31, 2021. This agreement may be terminated by either party upon sixty (60) days' written notification.
- 6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT  
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325 E. Huntington Drive  
Monrovia, CA 91016

VMA  
VMA COMMUNICATIONS, INC.  
243 Oberlin Ave  
Claremont, CA 91711

By   
**Katherine Fundukian Thorossian, Ed.D.**  
**Superintendent of Schools**

By \_\_\_\_\_  
Valerie Martinez  
CEO/President

Date 10/28/20

Date \_\_\_\_\_  
Fed. ID 47-0901842

## AMENDMENT NO. 2 TO COMMUNICATION SERVICES AGREEMENT

MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and VMA COMMUNICATIONS, INC., hereinafter referred to as CONSULTANT, mutually agree as follows:

1. CONSULTANT shall provide information dissemination services to the DISTRICT for communication of school and DISTRICT news and information for the community.
2. DISTRICT agrees to augment the amended contract between DISTRICT and CONSULTANT dated 10/28/2020, by \$15,300. VMA Services budget will increase \$15,300, plus increase pre-approved reimbursement/expenses and out of scope service fees estimated at \$0. The DISTRICT agrees to pay the CONSULTANT an hourly rate of \$170, not to exceed \$90,675 (\$75,375+\$15,300), for the services performed during the period of this agreement, plus reimbursement for pre-approved expenses/reimbursables. For purposes of this agreement, **VMA services include message and content development, social media and digital marketing, branded newsblasts, crisis management, and inclusion in California School News Report.** Fees for additional projects/assignments shall be approved at time of DISTRICT's request.
3. All other services/items shall be considered out of scope and shall not be funded with the Board-approved budget item. Services that are considered out of scope include graphic design, web design, printing, mailing, photography, translations, social media boosts, and newspaper advertisement placement. If additional services are required, fees shall be approved at the time of DISTRICT's request.
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  - a. VMA shall submit an itemized invoice for services rendered, including dates of service and detailed expenses/reimbursables. Out-of-scope services and reimbursements will be billed separately. DISTRICT shall pay VMA within 30 days of receipt.
  - b. VMA shall be considered an independent consultant for the purpose of this agreement and not an employee of the DISTRICT. The DISTRICT shall not assume any liability for the payment of retirement benefits, Workers' Compensation Insurance or any other payments to VMA or any of VMA'S personnel performing service hereunder.
  - c. VMA shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from and against any and all actions, suits, or the proceedings as may arise as a result of performing the work hereunder, except such actions, suits or other proceedings as may arise as a result of the negligence or willful misconduct of the DISTRICT, its officers, agents and employees.
  - d. VMA shall take out and maintain during the period of this Agreement such general liability, professional liability, and/or automobile insurance, as is required, to protect VMA and the DISTRICT as their interest may appear.
  - e. VMA shall maintain the confidentiality of all information received while performing said services.
  - f. VMA shall maintain ownership of intellectual properties, including specific strategy, process, and native files. DISTRICT is the owner of all DISTRICT-specific materials, including logos and final collateral pieces. Administrative control and technical credentials/ passcodes for DISTRICT websites and social media accounts will be transferred to DISTRICT personnel upon contract completion.

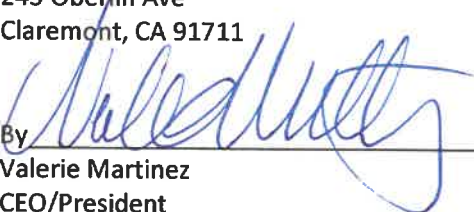
5. This agreement shall be in effect January 31, 2021 through March 31, 2021. This agreement may be terminated by either party upon sixty (60) days' written notification.
6. SIGNED by the authorized representative of the DISTRICT and by the VMA.

DISTRICT  
MONROVIA UNIFIED SCHOOL DISTRICT  
325 E. Huntington Drive  
Monrovia, CA 91016

By   
Katherine Fundukian Thorossian, Ed.D.  
Superintendent of Schools

Date 01/27/21

VMA  
VMA COMMUNICATIONS, INC.  
243 Oberlin Ave  
Claremont, CA 91711

By   
Valerie Martinez  
CEO/President

Date \_\_\_\_\_  
Fed. ID 47-0901842

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

**1. 20/21-5063- BOARD POLICIES 4119.11 & 4219.11, *SEXUAL HARASSMENT, AND THEIR ACCOMPANYING ADMINISTRATIVE REGULATIONS; AND ADMINISTRATIVE REGULATIONS, 4219.12, 4319.12 & 5145.71, TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES***

## RECOMMENDATION

The Board of Education is requested to receive for second reading Board policies 4119.11 & 4219.11, Sexual Harassment, and their accompanying Administrative Regulations; and Administrative Regulations 4219.12, 4319.12 & 5145.71, Title IX Sexual Harassment Complaint Procedures.

## Rationale:

The Board policies and administrative regulations are submitted for Board approval with the necessary revisions to the Title IX implementation. Monrovia Unified School District's ongoing effort is to ensure Board Policies (BP), Administrative Regulations (AR) are up to date. These Board Policies and accompanying Administrative Regulations were presented to the Board on the September 23, 2020 Board agenda for first reading. CSBA recommended updates occurred October 2020.

## ATTACHMENTS

- [AR 4319.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)
- [AR 4219.12 Title IX Sexual Harassment Complaint Procedures.pdf](#)
- [AR 4119.11, 4219.11,4319.11 Sexual Harassment.pdf](#)
- [BP 4119.11,4219.11 Sexual Harassment.pdf](#)
- [AR 5145.71 Title IX Sexual Harassment Complaint Procedures.pdf](#)



## **Title IX Sexual Harassment Complaint Procedures**

### **Personnel**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

(cf. 4030 - Nondiscrimination in Employment)

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

### **Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district

conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

#### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

#### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

## Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the

district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

### Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

## Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

## Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

## Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.



Revised :( 7/20) 10/20

Adopted: 04/14/2021

## **Title IX Sexual Harassment Complaint Procedures**

### **Personnel**

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints or allegations shall be investigated and resolved in accordance with AR 4030 - Nondiscrimination in Employment. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

(cf. 4030 - Nondiscrimination in Employment)

Because the complainant has a right to pursue a complaint under AR 4030 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for AR 4030 are concurrently met while implementing the Title IX procedure.

### **Reporting Allegations/Filing a Formal Complaint**

An employee who is the alleged victim of sexual harassment may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment or to the employee's direct supervisor or other district administrator, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and not unreasonably burden the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district

conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

#### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

#### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any

grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

#### Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a

person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.

The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

## Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section



"Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom.
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances.
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Revised: (7/20) 10/20

Adopted: 04/14/2021

## **SEXUAL HARASSMENT**

### Personnel

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

For purposes of applying the complaint procedures specified in Title IX of the Education Amendments of 1972, sexual harassment is defined as any of the following forms of conduct that occurs in an education program or activity in which a district school exercises substantial control over the context and respondent: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

### Examples of Sexual Harassment

Examples of actions that might constitute sexual harassment under state or federal law in accordance with the definitions above, in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

### Title IX Coordinator/Compliance Officer

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, as well as to oversee, investigate, and resolve sexual harassment complaints processed under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Darvin Jackson, Assistant Superintendent, HR.

325 E. Huntington Drive, Monrovia, CA 91016

(626) 471-2020

### Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory

position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

#### Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall:

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired (Education Code 231.5)
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
4. Be posted, along with the name or title and contact information of the Title IX Coordinator, in a prominent location on the district's web site (34 CFR 106.8)
5. Be included, along with the name or title and contact information of the Title IX Coordinator, in any handbook provided to employees or employee organizations (34 CFR 106.8)

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

### Complaint Procedures

All complaints and allegations of sexual harassment by and against employees shall be investigated and resolved in accordance with law and district procedures. The Title IX

Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 4030 - Nondiscrimination in Employment.

If sexual harassment is found following an investigation, the Title IX Coordinator, or designee in consultation with the Coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Revised: October 2020

Adopted: May 09, 2007

## **SEXUAL HARASSMENT**

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Board of Education ~~The Governing Board~~ is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions.

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.



### Sexual Harassment Reports and Complaints

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

## **Title IX Sexual Harassment Complaint Procedures**

### Students

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student, while in an education program or activity in which a district school exercises substantial control over the context and respondent, was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30, 106.44)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints or allegations brought by or on behalf of students shall be investigated and resolved in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by the district's Title IX Coordinator.

Because the complainant has a right to pursue a complaint under BP/AR 1312.3 for any allegation that is dismissed or denied under the Title IX complaint procedure, the Title IX Coordinator shall ensure that all requirements and timelines for BP/AR 1312.3 are concurrently met while implementing the Title IX procedure.

(cf. 1312.3 - Uniform Complaint Procedures)

### Reporting Allegations/Filing a Formal Complaint

A student who is the alleged victim of sexual harassment or the student's parent/guardian may submit a report of sexual harassment to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment or to any other available school employee, who shall forward the report to the Title IX Coordinator within one day of receiving the report.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the right to file a formal complaint and the process for filing a formal complaint. (34

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations when a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX Coordinator shall provide the alleged victim notices as required by the Title IX regulations at specific points in the complaint process.

The Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Such persons shall receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

### Supportive Measures

Upon receipt of a report of Title IX sexual harassment, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures and shall consider the complainant's wishes with respect to the supportive measures implemented. Supportive measures shall be offered as appropriate, as reasonably available, and without charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures shall be nondisciplinary, nonpunitive, and designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment or to deter sexual harassment. Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. (34 CFR 106.30, 106.44)

The district shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the district's ability to provide the supportive measures. (34 CFR 106.30)

### Emergency Removal from School

A student shall not be disciplined for alleged sexual harassment under Title IX until the investigation has been completed. However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is

Monrovia Unified School District Administrative Regulation 5145.71  
justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

### Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint in which the alleged conduct did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties, and shall inform them of their right to appeal the dismissal of a formal complaint or any allegation in the complaint in accordance with the appeal procedures described in the section "Appeals" below. (34 CFR 106.45)

If a complaint is dismissed, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

### Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process,

including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

#### Written Notice

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall inform the parties that, if at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party should immediately notify the Title IX Coordinator.

#### Investigation Procedures

During the investigation process, the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence obtained as part of the investigation that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. (34 CFR 106.45)

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

### Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

After the investigative report has been sent to the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct or policies to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant
6. The district's procedures and permissible bases for the complainant and respondent to appeal

## Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of the decision or dismissal, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

The district's decision may be appealed to the California Department of Education within 30 days of the written decision in accordance with BP/AR 1312.3.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights within 180 days of the date of the most recently alleged misconduct.



The complainant shall be advised of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable.

### Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

### Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

### Record-Keeping

The Superintendent or designee shall maintain, for a period of seven years: (34 CFR 106.45)

1. A record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, and any appeal or informal resolution and the results therefrom
2. A record of any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment, including the district's basis for its conclusion that its response was not deliberately indifferent, the measures taken that were designed to restore or preserve equal access to the education program or activity, and, if no supportive measures were provided to the complainant, the reasons that such a response was not unreasonable in light of the known circumstances
3. All materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Revised: (7/20) 10/20

Adopted: 04/10/2021

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 2. 20/21-5064- BOARD BYLAW 9150, *STUDENT BOARD MEMBERS*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading, Board Bylaw 9150, Student Board Members, as recommended by the California School Boards Association (CSBA).

#### Rationale:

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

#### Background:

BB 9150, was last updated in 2018 to ensure compliance with SB 468 and AB 261 into law, which expanded the permissions granted to student board members. The proposed policy contains revisions as recommended by the California School Boards Association (CSBA). This policy has been presented to the appropriate stakeholders prior to it being presented for review and approval. Additionally, Board President Maritza Travanti has reviewed the policy, and has made no further adjustments.

#### Additional Information:

A copy of the proposed Board Bylaw is attached.

## ATTACHMENTS

- [BB 9150 Student Board Member \(1st Reading 041421\) .pdf](#)

### **STUDENT BOARD MEMBERS**

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance.

Student Board members may, at the Board's discretion, receive elective course credit for service as a student Board member based on the number of equivalent daily instructional minutes for the student Board member's services provided. (Education Code 35012, 35120)

The Governing Board believes it is important to seek out and consider students' ideas, viewpoints and reactions to the educational program. In order to provide student input and involvement, the Board shall include at least one (1) student Board member.

The term of student Board member(s) shall be one year, commencing on July 1. Student Board members shall have the right to attend all Board meetings except closed sessions. (Ed Code 35012)

The Associated Student Body (ASB) at Monrovia High School and the Associated Student Body from Canyon Oaks High/ Mountain Park School may recommend to the Board a student from its respective school to serve as an officially designated member on the School Board.

#### **Role and Responsibilities of Student Board Members**

All open session materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to voting Board members. Student Board member(s) shall also be invited to attend study sessions. (Ed Code 35012) Student Board member(s) shall also be invited to attend staff briefings or be provided with a separate staff briefing within the same timeframe as the briefing of other Board members.

Student Board member(s) shall be recognized at Board meetings as full member(s), shall be seated with other members of the Board, and shall be allowed to participate in open session, Board discussion and pose questions. (Ed Code 35012)

Student Board members are expected to attend Board meetings in their entirety, read agenda documents provided to them, and ask questions of the Superintendent when agenda items are not understood prior to the meeting.

Student Board member(s) shall be allowed to cast preferential votes on all matters except those subject to closed session discussion. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote. (Ed Code 35012)

Student Board member(s) may make motions that may be acted upon by the Board, except on matters dealing with employer-employee relations pursuant to Government Code 3540-3549.3. (Education Code 35012)

Student Board members shall be appointed to subcommittees of the Board in the same manner as other Board members, be made aware of the time commitment required to participate in subcommittee meetings and work, and have the right to decline an appointment. The availability of all subcommittee members, including the availability of student Board members, may be considered when scheduling subcommittee meetings. (Education Code 35012)

(cf. 9130 - Board Committees)

Student Board members shall be invited to attend functions of the Board, such as forums, meetings with students and parents/guardians, and other general assemblies. (Education Code 35012)

Student Board members shall not be considered members of a legislative body for purposes of the Brown Act. (Education Code 35012)

A student Board member shall not be counted in determining whether a quorum of the Board is in attendance.

A student Board member shall not be liable for any acts of the Board. (Ed Code 35012)

Student Board member(s) shall be entitled to be reimbursed for mileage to the same extent as other members of the Board but shall not receive compensation for attendance at Board meetings. (Ed Code 35012)

### Petition

High school students may submit a petition to the Board requesting the appointment of at least one student Board member. (Education Code 35012)

To qualify for Board consideration, the petition for student representation shall contain the signatures of no less than 500 regularly enrolled high school students or no less than 10 percent of the number of regularly enrolled high school students, whichever is less. (Education Code 35012)

Within 60 days of receiving a student petition, or at the next regularly scheduled Board meeting if no meeting is held within those 60 days, the Board shall order the inclusion of at least one student member on the Board. (Education Code 35012)

### Election of Student Board Member

Student Board member positions shall be filled by a vote of students enrolled in the high school(s) in accordance with procedures prescribed by the Board. (Education Code 35012)

## Student Board Member Development

The Superintendent or designee may, at district expense, provide learning opportunities to student Board members through trainings, workshops, and conferences, such as those offered by the California School Boards Association and other organizations, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The Superintendent or designee may periodically provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service.

## Alternate Student Board Member

If the Board determines that the student Board member's duties are not being fulfilled, the Board may appoint another student to serve as an alternate student Board member. If an alternate student Board member is appointed, the Board shall suspend the prior student Board member's rights and privileges related to service on the Board. (Education Code 35012)

## Elimination of Position

Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon. (Education Code 35012)

Reviewed: April 14, 2021

Adopted: August 22, 2018

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### **3. 20/21-5065 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT, THE CITY OF MONROVIA, AND CENTRE STAGE PRODUCTIONS FOR THE ORGANIZATION AND PRODUCTION OF THE 2021 MONROVIA DAYS PARADE & FESTIVAL**

#### **RECOMMENDATION**

The Board of Education is requested to approve an MOU between the District, City of Monrovia, and Centre Stage Productions for the organization and production of the upcoming 2021 Monrovia Days Parade & Festival on May 14-16, 2021.

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

Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_, Board Member Gholar\_\_

Board Member Lockerbie\_\_\_\_, Board President Travanti\_\_\_\_\_

#### **Rationale:**

This year's Monrovia Days Library Park Parade & Festival will take place on May 14-16, 2021. The attached MOU between the three parties (City of Monrovia, Monrovia USD & Centre Stage) is intended to structure the collaboration that equitably divides the work necessary to produce the Monrovia Days event. The MOU details the contributions expected of each party towards the production, organization and finances of the Monrovia Days event. The City of Monrovia plans to submit the attached MOU for approval at their City Council meeting on April 20, 2021.

#### **Background:**

The Monrovia Days Library Park Parade & Festival was created to be a celebration of the birthday of the City of Monrovia, the outstanding spirit of the the Monrovia community, the excellence of Monrovia public schools, and the importance of the Performing Arts in Monrovia.

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

The District's financial contribution is \$10,000 to be paid to the City of Monrovia by June 15, 2021.

#### **Additional Information:**

The proposed MOU is attached.

## ATTACHMENTS

- [Monrovia Days MOU- April 14 2021.pdf](#)

**MEMORANDUM OF UNDERSTANDING (MOU) between  
The City of Monrovia, Monrovia Unified School District, and Centre Stage  
Productions for the 2021 Monrovia Days Program**

This Memorandum of Agreement (“MOU”) is entered into as of April 20, 2021 by and between the City of Monrovia (“City”), the Monrovia Unified School District (“District”), and Centre Stage Productions, Inc. (“CSP”) (City, District, and CSP are referred to collectively herein as “Parties” or individually as a “Party”) for the organization and production of the 2021 Monrovia Days Event.

**RECITALS.**

Whereas, Monrovia Days is traditionally a celebration of the birthday of the City of Monrovia, the outstanding spirit of community, the excellence of Monrovia public schools (“Celebrating our Scholars and Champions”), and the importance of the Performing Arts in Monrovia; and

Whereas, all Parties agree to host an event that focuses on the local Monrovia community; and

Whereas, all Parties agree to develop an event that is low cost and accessible for all Monrovia; and

Whereas, all Parties agree to operate openly with complete transparency; and

Whereas, in recent years, the organization and production of Monrovia Days has been a collaborative effort between the Parties; and

Whereas, in executing this MOU, the Parties intend to structure their collaboration in a way that equitably divides the work necessary to produce Monrovia Days in 2021.

**AGREEMENT.**

**1. Event.**

Monrovia Days 2021 shall take place May 14-16, 2021. The event shall include live entertainment, picnic style seating, hay rides in Old Town, vendor booths, and photo booths in Monrovia Library Park, as well as other ancillary events as determined by the Steering Committee.

**2. Term.** The Term of this MOU shall be from April 20, 2021 through the date the Steering Committee completes the Final Review and Accounting specified in Section 8. At the end of a Term of the MOU, the Parties may mutually and unanimously agree to extend the Term of this MOU for an additional year.

**3. Structure.**

The Steering Committee for Monrovia Days shall include the following:

- City of Monrovia City Council Representative
- Monrovia Unified School District Board Representative
- City of Monrovia City Manager
- Monrovia Unified School District Superintendent
- Monrovia Unified School District Performing Arts Director
- City of Monrovia Community Services Director
- Centre Stage Director



The Steering Committee shall provide general oversight over the event and facilitate the work of the Parties to carry out each Party's responsibilities as specified in this MOU. Steering Committee Members shall attempt to reach consensus on Steering Committee decisions, but a simple majority vote of the Committee Members shall be sufficient to adopt Steering Committee decisions. Each Party may assign appropriate staff members to assist the Steering Committee with its work.

### **3. City's Obligations.**

During the term of this MOU City shall:

- a. Plan, supervise, provide staffing for, permit, and execute Monrovia Days events that occur on City property including, without limitation, all events in Library Park and throughout Old Town. The Parties may mutually agree that a Party other than the City will take charge of individual events or tasks.
- b. Make appropriate City property reasonably available for Monrovia Days events.
- c. Provide cash accounting and management for all cash revenues derived from Monrovia Days. City shall create a separately accounted for fund into which all Monrovia Days revenue shall be deposited. City shall maintain cash accounting records that comply with Generally Accepted Accounting Principles, and shall make all such records reasonably available to the Parties upon request, and to the Members of the Steering Committee at Committee meetings.
- d. Obtain all necessary permits, licenses, health permits, and street closures necessary to stage all Monrovia Days events.
- e. Provide police and fire protection and additional event security, as deemed necessary at the sole discretion of City's Police and Fire Chiefs, respectively.
- f. Secure large sponsorship from community stakeholders to offset the cost of the overall event.
- g. Maintain complete and accurate financial records of all of City's expenditures and costs (both cash and in-kind) relating to Monrovia Days, with the exception of all costs associated with the participation of City-related groups and individuals in the Monrovia Days Parade and other events, which shall be borne solely by City. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.
- h. Publicize Monrovia Days through City communications and social media.
- i. Participate in meetings of the Steering Committee.

### **4. District's Obligations.**

During the term of this MOU District shall:

- a. Organize and facilitate the participation of District-related groups and individuals, as appropriate.
- b. Publicize Monrovia Days through District communications and social media.

- c. Garner the participation from all MUSD Schools.
- d. Garner the participation from various MUSD Performing groups to perform on stage during the three day festival.
- e. Contribute \$10,000 payable to the City of Monrovia for the cost of the overall event.
- f. Maintain complete and accurate financial records of all of District's expenditures and costs (both cash and in-kind) relating to Monrovia Days, with the exception of all costs associated with the participation of District-related groups and individuals in the Monrovia Days Parade and other events, which shall be borne solely by District. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.
- g. Participate in meetings of the Steering Committee.

**5. CSP's (Centre Stage Inc.) Obligations.**

During the term of this MOU CSP shall:

- a. Organize and facilitate the production of live stage entertainment featuring a variety of individuals and groups in Library Park throughout Monrovia Days, and performances by CSP-related groups.
- b. Publicize Monrovia Days through CSP communications and social media. As well as update and maintain the Monrovia Days website.
- d. Collect Sponsorships and Donations to offset the cost incurred by CSP for the Monrovia Days event and
- e. Organize and operate up to one concession stand selling various carnival style food, including, but not limited to nachos, prezels, churros, chips, and drinks (soda and water). All revenue may be held with CSP; however, a report on the total revenue will be included as a part of the Final Accounting.
- f. Maintain complete and accurate financial records of all of CSP's expenditures and costs (both cash and in-kind) relating to Monrovia Days, students and families with the exception of all costs associated with the participation of CSP groups and individuals in the Monrovia Days Parade and other events, which shall be borne solely by CSP. The expenditure records shall be made available to the other Parties upon reasonable request, and to the Members of the Steering Committee at Committee meetings.
- g. Participate in meetings of the Steering Committee.

**6. Mutual Obligations.**

During the term of this MOU each Party shall:

- a. Be solely responsible for, and hold every other Party harmless against, any claim, damage, or liability arising from the Party's participation in this MOU and the Monrovia Days event including, without limitation, the participation of the Party's employees and/or volunteers.

b. Comply with all applicable laws including, without limitation, the terms of any permit or license issued by any governmental entity for the Monrovia Days events.

c. Maintain in full effect and at the Party's sole cost such policy or policies of insurance as the Party deems reasonably necessary to insure its activities hereunder including, without limitation, workers compensation insurance with policy limits at least the minimum required by applicable law.

d. Not incur any cost or liability on behalf of another Party without that Party's advance written consent.

e. Provide the services of such staff members as the Party deems necessary to carry out its obligations under this Agreement. The reasonable and proportional costs of each staff member shall be considered a cost or expenditure of the paying Party.

## **7. Finances.**

Each Party shall fully fund the costs of that Party's participation in the Monrovia Days activities, and the tasks assigned to that Party by the Steering Committee or pursuant to this MOU. Each Party shall maintain complete records of its costs and expenditures pursuant to this MOU and shall, not later than June 15, 2021, provide a complete copy of its cost and expenditure records to the Steering Committee for the preparation of a Final Review and Accounting of the event.

## **8. Final Review and Accounting.**

Within thirty (30) calendar days following the receipt of each Party's records of Monrovia Days costs and expenditures, City's Director of Finance shall provide the Steering Committee and each Party with a Final Review and Accounting of Monrovia Days revenues and expenditures. If such Final Review and Accounting indicates that total revenues exceeded total expenditures, the Parties shall be reimbursed for their expenditures on a *pro rata* basis equivalent to the percentage of total costs and expenditures for Monrovia Days that party incurred. As an illustration, if the Parties paid 50%, 30% and 20%, respectively, of Monrovia Days costs and expenditures, each Party would receive the corresponding percentage of remaining revenue reimbursement available based on the Final Review and Accounting. If there is a surplus of revenue remaining after each Party has been reimbursed for its costs and expenditures, the Steering Committee shall meet and determine the disposition of that remaining revenue.

## **9. Miscellaneous Provisions.**

a. This MOU represents the fully integrated and complete agreement between the Parties as to its subject. No other agreement, promise, practice or amendment to this MOU shall be valid and binding unless memorialized in writing and executed by each of the Parties.

b. Each of the Parties hereto warrants and represents that the individual who executes this MOU on behalf of the Party is duly-authorized to do so, and that the other parties may rely on such representation.

c. Once executed, this MOU may not be terminated by any Party hereto except in the case of a material breach by any Party which is not corrected within ten (10) business days following written notice of such breach from one Party to another.

d. This MOU shall be interpreted according to the local laws of the State of California, as if jointly drafted by all the Parties. No ambiguity in drafting shall be applied to the detriment of any Party as the drafter.

e. This MOU may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

The Parties, through their respective authorized representatives, have executed this MOU as of the date set forth above.

[SIGNATURES ON FOLLOWING PAGE]

**CITY OF MONROVIA**

**MONROVIA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dylan Feik, City Manager

By: \_\_\_\_\_  
Dr. Katherine Thorossian, Superintendent

ATTEST: \_\_\_\_\_  
Alice D. Atkins, MMC, City Clerk

**CENTRE STAGE PRODUCTIONS, INC.**

By: \_\_\_\_\_  
[Name and Title]

By: \_\_\_\_\_  
[Name and Title]

(TWO SIGNATURES REQUIRED FOR CORPORATE ENTITY)

:

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 4. 20/21-5066 – 2021-2022 PROPOSED BOARD MEETING SCHEDULE

#### RECOMMENDATION

The Board of Education is requested to review and approve the schedule of the Regular Board of Education meetings for the 2021-2022 school year.

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

Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_, Board Member Gholar\_\_\_\_

Board Member Lockerbie\_\_\_\_, Board President Travanti \_\_\_\_

#### Rationale:

The Board of Education annually reviews and sets the Regular Board Meeting schedule so that it can be published for community information.

#### ATTACHMENTS

- [Proposed Board Meeting Schedule 2021-22 SY.pdf](#)



Monrovia Unified School District  
**2021-2022**  
**Board Meeting Schedule**  
Administration Center Board Room  
7:00 p.m.



Wednesday	July 28, 2021
Wednesday	August 11, 2021
Wednesday	August 25, 2021
Wednesday	September 8, 2021
Wednesday	September 22, 2021
Wednesday	October 13, 2021
Wednesday	October 27, 2021
Wednesday	November 10, 2021 *Joint Board/PC Mtg.
Wednesday	December 15, 2021
Wednesday	January 12, 2022
Wednesday	January 26, 2022
Wednesday	February 9, 2022
Wednesday	February 23, 2022
Wednesday	March 9, 2022
Wednesday	March 23, 2022
Wednesday	April 13, 2022
Wednesday	April 27, 2022
Wednesday	May 11, 2022
Thursday	May 19, 2022 *Joint PC/Board Mtg.
Wednesday	May 25, 2022
Thursday	June 9, 2022
Wednesday	June 22, 2022

\*Joint Board Meeting w/ Personnel Commission - November 10, 2021 (Teacher of the Year); 7:00 p.m.

\*Joint Personnel Commission Meeting w/ Board of Education - May 19, 2022 (Classified Employee of the Year); 4:00 p.m.

# Agenda Item Details

Meeting Date: 2021-04-14 19:00:00

## AGENDA ITEM TITLE:

### 5. 20/21-5067 - 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.

#### Legal References:

#### Additional Information:

Plans to begin the development of a safety corridor around MUSD schools has been added to this schedule. Board updates on the progress of the Positive Behavior Intervention & Supports (PBIS) program and its implementation have been added to this schedule.

## ATTACHMENTS

- [Pending Board Issues 041421.pdf](#)



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
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	Prior year objectives to continue as assumed
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Regularly in Bd updates

Issue/Question/Request	Status	Next steps
<b>Cyclical Reports (continued)</b>		
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:  4/28/21 • Summer School 2021 Plans 5/26/21 • Class of 2021 Report • Homeless & Foster Youth Report (Board Update) 6/10/21: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report (Board Update) 6/23/21: • Music/Art Community Theater Report	
CGI Math Update	Provide a program update to the Board of Education	September 2021
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	Continuous
E-Rate	E-rate funding approved and maintenance contract awarded at March 10 <sup>th</sup> Board meeting	In Progress
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct/Nov/Dec.	Next report Fall 2021
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Next training: August 2021	Annually in August

Issue/Question/Request	Status	Next steps
<b>Cyclical Reports (Continued)</b>		
Budget/ Enrollment/Staffing	<p><b><u>2020-21 Budget Preparation Calendar:</u></b></p> <ul style="list-style-type: none"> <li>• May 12, 2021: 2020-21 Student Attendance Report based on P-2 ADA Report</li> <li>• May 12, 2021: 2019-20 Audit Report</li> <li>• May 26, 2021: 2021-22 Governor’s May Budget Revision (Board Update)</li> <li>• June 10, 2021: 2021-22 Adopted Budget Public Hearing</li> <li>• June 23, 2021: 2021-22 Budget Adoption</li> </ul>	
Board Walks (Board site visits)	Elementary and secondary schools will be scheduled for 2020-21 SY	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2021	Annually in fall
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
<b>Long Range Plans</b>		
Legislative Policy	<ul style="list-style-type: none"> <li>Review legislative policy changes/updates</li> <li>Special Education funding</li> </ul>	2020-21 SY
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> <li>Receive recommendations about the Facilities Master Plan needs assessment</li> </ul>	Facilities Advisory Committee will convene in Spring 2021
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> <li>To collaborate and discuss matters of importance to both the City of Monrovia and the District</li> </ul>	Working on potential dates
State of the Schools	<ul style="list-style-type: none"> <li>Plans in progress</li> </ul>	Date for 2021-22 SY State of the Schools Address TBD
Solar Panel Options	<ul style="list-style-type: none"> <li>Revisit solar panel options throughout the District</li> </ul>	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> <li>Status report on the results of the Prop 68 grant</li> </ul>	In progress
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> <li>Discuss efforts of lobbyist group on behalf of the District</li> </ul>	Continue to seek grant opportunities
BP 6157, Distance Learning	<ul style="list-style-type: none"> <li>Update on how the policy has integrated into the learning environment</li> </ul>	End of 2020-21 SY
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> <li>Receive update on the status of the program</li> </ul>	End of 2020-21 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> <li>Plans to create a “safety corridor” in and around school sites are being discussed with MPD</li> </ul>	Plans underway; Progress report to be received in Summer 2021
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> <li>Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation</li> </ul>	Status update to be provided throughout the year

Issue/Question/Request	Status	Next steps
<b>Long Range Plans</b>		
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2020-21
	Business Policies	2020-21
	Human Resources Policies	2020-21
	Educational Services Policies	2020-21
	Pupil Personnel Services	2020-21