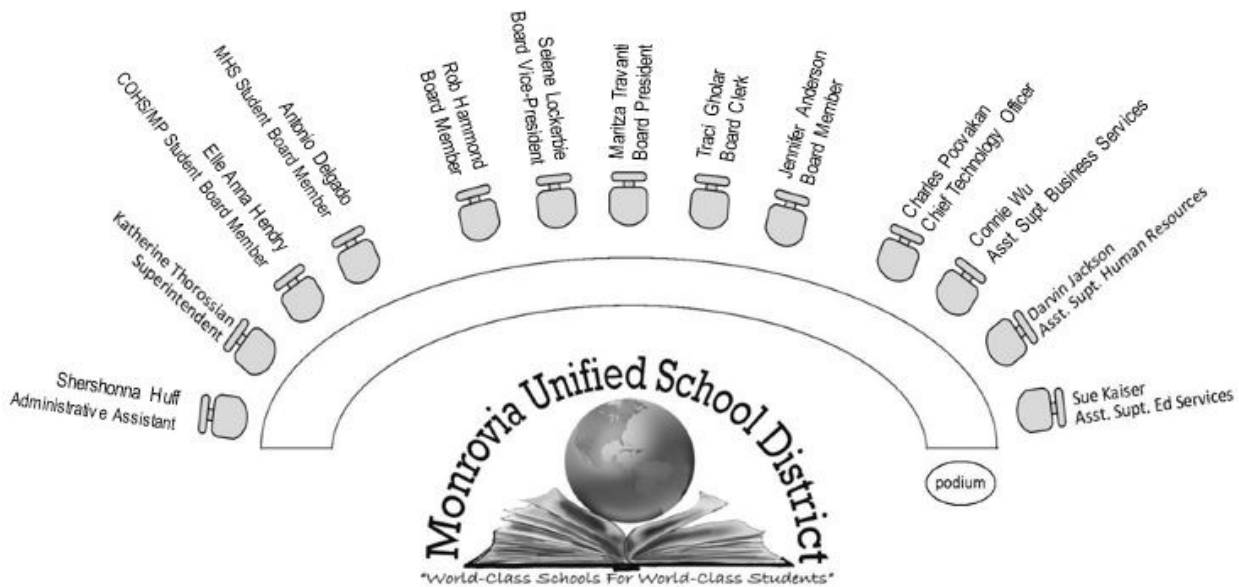




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair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



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



**MONROVIA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION**

325 E. Huntington Drive Monrovia, California 91016

**BOARD OF EDUCATION CLOSED SESSION**

Wednesday, May 12, 2021

6:30 p.m. - Board Room

**BOARD OF EDUCATION OPEN SESSION MEETING**

Wednesday, May 12, 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.

You may submit public comments via email before each meeting. Please send all public comments to [publiccomments@monroviасhools.net](mailto:publiccomments@monroviасhools.net), to be read during public comments. Lengthy public comments may be summarized in the interest of time.

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

- 1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)
- 2) Livestream online at [www.foothillsmedia.org/MUSD](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 Wild Rose SOCA
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 \_\_\_\_\_ Darwin 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 Anne 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 Regular Board of Education Mtg. on April 28, 2021.  
 Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_  
 Board Member Hammond\_\_\_\_, Board Member Anderson\_\_\_\_, Board Member Gholar\_\_\_\_  
 Board Member Lockerbie\_\_\_\_, Board President Travanti \_\_\_\_\_

**BM Minutes - 042821**  
[BM Mins - 042821.pdf](#)

**F. RECOGNITIONS AND COMMUNICATIONS**

1. The Board of Education would like to congratulate **Santa Fe CSMS Assistant Principal, Megan Esquer**, on being the recipient of the **"Leadership Matters"** award from the **Association of California School Administrators (ACSA) Region 15**.
2. The Board of Education would like to congratulate **Santa Fe CSMS Teacher, Rob Cady**, on being named **"Middle School Educator of the Year,"** by the **California League of Schools (CLS)**.
3. The Board of Education would like to congratulate the following **Monrovia High School** seniors who have committed to joining the below colleges or trade schools:

<u>Name</u>	<u>School</u>	<u>Name</u>	<u>School</u>
Esteban Aragon	Azusa Pacific	Kayla Lee	Mt. SAC
Gabriel Banuelos	Cal State L.A.	Kylene Lewis	Duquesne University
Hayley Calnon	UC San Diego	Adam Marin	Cal Poly, SLO
Nathaniel Carino	Cal State Northridge	Lucas Marquez	San Diego SU
Erin Carlson	Mt. SAC	Baxter Melisso	UC San Diego
Janet Cen	Claremont College	Allison Menlove	Brigham Young
Emonie Cooper	Univ. of La Verne	Vanessa Mills	UC Irvine
Xander Davis	Pasadena CC	Hannah Phan	Andrews University
Antonio Delgado	UC Davis	Keaton Povinelli	UC Santa Barbara
Juan Delgado	Univ. of Liverpool	Jacob Pretty-Parra	Citrus College
James Delisio	UC San Diego	Jordan Radnoti	USC

Damien De Mesa	Whittier College	Jose Ramirez	UC Riverside
Emmanuel Garcia	US Marines	Alexis Rappaport	Pasadena CC
Aranza Garduno	Cal State Northridge	Alejandro Robles	Cal State L.A.
Zoe Gathers	Baylor University	Garrett Rogers	Cal Poly Pomona
Sydney Geoffrion	San Diego SU	Anthony Rosas	Pasadena CC
Brooke Gould	UC Santa Cruz	Aziel Ruiz-Martinez	Cal Poly Pomona
Joseph Hansen	St. Louis University	Hailey Sarmiento	UCLA
Charlie Heatherly	USC	Elyse Souquette	Cal State LA
Isabel Ibarra	UC Santa Barbara	Malia Smith	USC
Kyla Keyes	Clark Atlanta Univ.	Zachary Szymkowski	Rose-Hulman IT
Chase Klauschie	McGill University	Trisha Taylor	Citrus College
Emmy Kopecky	Pasadena CC	Sophia Thomas	Cal State Long Beach

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@monroviashools.net](mailto:publiccomments@monroviashools.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.

**2. EXPANDED LEARNING OPPORTUNITIES GRANT. (Dr. Sue Kaiser, Asst. Supt. of Educational Svcs.).** The Board of Education will receive an update on the Expanded Learning Opportunities Grant.

**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\_\_\_\_

**BUSINESS SERVICES**

**1. 20/21-2126 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$ 221,856.48 issued January 22, 2021 through February 5, 2021 and payments in the amount of \$367,709.21 issued April 15, 2021 through April 29, 2021.

[BA Item 2126\(b-e\) Purchase Order Rpt 5-12-21.pdf](#)

**2. 20/21-2127 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipt; Deposit Report No. 31 deposited April

27, 2021 for a total amount of \$166,617.60

[BA Item 2127\(b\) Deposit Rpt #31 5-12-21.pdf](#)

### **3. 20/21-2128 - ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-17.

[Acceptance of Gifts #2021-17 05-12-21.pdf](#)

### **4. 20/21-2129- PROFESSIONAL SERVICE AGREEMENTS**

The Board of Education is requested to approve the Professional Service Agreements report #11 for the Monrovia Unified School District.

[Professional Service Agmts #11.pdf](#)

## **HUMAN RESOURCES**

### **5. 20/21-3054 - PERSONNEL ASSIGNMENTS**

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #18.

[2021-05-12 Personnel Report 18.pdf](#)

### **6. 20/21-3055 – RETAINER AGREEMENT FOR LEGAL SERVICES FOR 2021-2022 SCHOOL YEAR, MARGARET CHIDESTER & ASSOCIATES**

The Board of Education is requested to approve a Retainer Agreement between Margaret A. Chidester & Associates and Monrovia Unified School District for legal services for the 2021-2022 school year .

[Retainer Agreement Margaret A Chidester and Associates effec 07012021.pdf](#)

### **7. 20/21-3056 – RETAINER AGREEMENT FOR LEGAL SERVICES FOR 2021-2022 SCHOOL YEAR, FAGEN, FRIEDMAN & FULFROST**

The Board of Education is requested to approve a Retainer Agreement between Fagen, Friedman & Fulfrost LLP, and Monrovia Unified School District for legal services for the 2021-2022 school year .

[F3 Contract ID 877 - Monrovia Unified School District 2021-2022.pdf](#)

### **8. 20/21 - 3057 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential and management employees, will be indefinite for the 2021-2022 fiscal year. These benefits are effective July 1, 2021 and may be increased and/or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting and other factors.

## **TECHNOLOGY**

### **9. 20/21 - 4017 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective May 30, 2021 through May 31, 2022.

[Monrovia Unified School District Q-423778 - Microsoft Enterprise Agreement \(EA\).pdf](#)

## **BOARD BUSINESS**

### **10. 20/21-5074- BOARD POLICY 6174, EDUCATION FOR ENGLISH LANGUAGE LEARNERS, AND ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education is requested to approve Board Policy 6174, Education for English Language Learners, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 6174 - Ed for Eng Language Learners - \(2nd Reading 051221\).pdf](#)

[AR 6174 - Ed for Eng Language Learners - \(2nd Reading 051221\).pdf](#)

### **11. 20/21-5075- BOARD BYLAW 9150, STUDENT BOARD MEMBERS**

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

[BB 9150 Student Board Members - 2nd Rdng 051221.pdf](#)

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

**EDUCATIONAL SERVICES - Sue Kaiser, Asst. Supt. of Educational Svcs.**

**1. 20/21-1111 - MONROVIA HIGH SCHOOL 2021 GRADUATES**

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

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

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

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

[Monrovia High School 2021 Graduates.pdf](#)

**2. 20/21-1112 - CANYON OAKS HIGH SCHOOL 2021 GRADUATES**

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

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

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

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

[Canyon Oaks High School 2021 Graduates - 20210505.pdf](#)

**3. 20/21-1113 - MOUNTAIN PARK SCHOOL 2021 GRADUATES**

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

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

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

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

[Mountain Park School 2021 Graduates - 20210505.pdf](#)

**4. 20/21-1114 - SCHOLASTIC ENGLISH LEARNERS INDEPENDENT PROGRAM FOR SUMMER SCHOOL 2021**

The Board of Education is requested to approve a subscription to the Scholastic Literacy Pro Summer and F.I.R.S.T. Summer English Learners Independent Program for Summer School 2021.

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

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

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

[SCHOLASTIC - Monrovia ELL Summer School.pdf](#)

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

**5. 20/21-2131 - SERVICE AGREEMENT WITH MRS. NELSON'S BOOK COMPANY, LLC FOR TEXTBOOK AND INSTRUCTIONAL MATERIALS SURPLUS SALE AND RECYCLING**

The Board of Education is requested to approve a service agreement with Mrs. Nelson's Book Company, LLC to complete surplus textbook instructional materials sales and recycling activities for the District.

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

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

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

[BA Item 2130\(b\) Service Agreement with Mrs Nelson's Book Co. 5-12-21.pdf](#)

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

**6. 20/21-5076- BOARD POLICY 3555, NUTRITION PROGRAM COMPLIANCE**

The Board of Education is requested to receive for first reading Board Policy 3555, *Nutrition Program Compliance* as recommended by the California School Boards Association.

[BA Item 2132\(b\) Nutrition Program Compliance Board Policy 3555 5-12-21.pdf](#)

**7. 20/21-5077 - 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 051221.pdf](#)

**K. OLD BUSINESS**

- 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**

Graduations & Promotions:

- Monrovia Community Adult School - May 27, 2021; 5pm
- Santa Fe CSMS - June 8, 2021; 8:30am & 10am
- Clifton MS - June 8, 2021; 9:30am
- COHS - June 8, 2021; 6:30pm
- Bradoaks ESA - June 9, 2021; 8am, 9am, & 10am
- CELC - June 9, 2021; 5pm, 5:30pm & 6pm
- Mayflower - June 9, 2021; 8:30am
- Monroe ES - June 9, 2021; 8:30am
- Plymouth - June 9, 2021; 8:30am & 10am
- Wild Rose - June 9, 2021; 9am
- MHS - June 9, 2021; 5pm

Other Dates to Calendar:

- Monrovia Days Festival - May 14-16, 2021
- Memorial Day (All Sites Closed) - May 31, 2021
- Susan Hirsch Wellness Center Dedication - June 3, 2021
- Last Day of School - June 9, 2021
- Mimi Mency District Office Lobby Dedication - June 29, 2021

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



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

**BOARD OF EDUCATION CLOSED SESSION**

**Wednesday, April 28, 2021**

**6:30 p.m. – Board Room**

**BOARD OF EDUCATION OPEN SESSION MEETING**

**Wednesday, April 28, 2021**

**7:00 p.m. - Board Room & 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 6:31 p.m.
- 2. Public Comments for items on the Closed Session agenda  
**There were none.**

**B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:32 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 7:02 p.m.**

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

- 1. Meeting called to order by Board President Travanti at 7:07 p.m.
- 2. Pledge of Allegiance by Santa Fe CSMS

**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	Excused		

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 agendaized matters, may be moved up on the Agenda.

**Consent Agenda Item #1.4 was pulled.**

2. Approved the Minutes of the Regular Board of Education Mtg. on April 14, 2021.  
Motion by Board Member Gholar, seconded by Board Member Anderson, **Vote 4-0**  
Board Member Hammond - Abs, Board Member Anderson – Y, Board Member Gholar - Y,  
Board Member Lockerbie – Y, Board President Travanti – Y

**BM Minutes - 041421**

[BM Mins - 041421.pdf](#)

**F. RECOGNITIONS AND COMMUNICATIONS**

1. The Board of Education congratulated **MHS Teacher Nate Overby & MHS students Sara Avalos, Ethan Clark, Jor'Denay Collier, Joey Hansen, and Nathan Lujan** on winning at the **Virtual Fullerton College High School Theatre Festival**.

2. The Board of Education congratulated **Director of Special Education, Jennifer Johnson**, on being named the **Association of California School Administrators (ACSA)"Special Education Administrator of the Year"**, for Region 15.

3. The Board of Education congratulated **MHS Assistant Principal, Felicia Limbrick**, on being named the **Association of California School Administrators (ACSA), State and Region 15 "Co-Administrator of the Year."**

4. The Board of Education thanked **District Health Coordinator, Denine Duronslet**, for her hard work in helping keep the District informed and healthy throughout the COVID-19 pandemic.

5. The Board of Education thanked the **Secondary Task Force** for their tireless work in ensuring a safe return to school for secondary students and staff.

6. Board Member Reports

- **Board Member Anderson** shared with the community about Open Houses she attended at both Mayflower & Bradoaks ESA.
- **Board Clerk Gholar** shared about the Open House at Plymouth ES that occurred on April 27, 2021.
- **Board President Travanti** shared on the Parent Vaping webinar that occurred on April 27, 2021.

- Board President Report on Superintendent Search

- **Board President Travanti** provided an update for the community on where the Board of Education is in the search for the next Superintendent of MUSD.

7. Student Board Member Report

8. Report from the Superintendent

- **Dr. Thorossian** provided an update about the Monrovia Days Festival which will occur on May 14-16, 2021.
- **Dr. Thorossian** announced that **Santa Fe CSMS Teacher, Rob Cady**, has been named **"Middle School Educator of the Year, by the California League of Schools.**



**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 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.

- **Eddie and Destiny Rattanapichetkul** addressed the Board regarding when planning will begin to get students back into the classroom fulltime five (5) days a week.

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

**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.

**2. WORKFORCE DEVELOPMENT AGENCY REPORT.** (*Flint Fertig, Director of Adult Education & Alternative Programs.*) The Board of Education received an informational report on the Workforce Development Agency program.

**3. ANNUAL LCAP STUDENT DATA REPORT.** (*Sue Kaiser, Ed.D., Asst. Supt of Educational Svcs.*). The Board of Education received the latest LCAP Student data report for the 2020-21 school year.

**4. SUMMER SCHOOL.** (*Sue Kaiser, Ed.D., Asst. Supt. of Educational Svcs.*) The Board of Education received an update on the District's plans for summer school in the 2021 school year.

**5. 2019-20 AUDIT REPORT.** (*Connie Wu, Asst. Supt. of Business Svcs.*). The Board of Education received the auditor's report on the financial statement of the Monrovia Unified School District for the 2019-20 fiscal 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: **Item # 1.4 was pulled.**

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. 20/21-1103 - 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 #3 for the 2020/2021 school year, beginning July 1, 2020 through June 30, 2021.

[Master Contracts – Report 3.pdf](#)

### **2. 20/21-1105 - REVISED MEMORANDUM OF UNDERSTANDING WITH CITRUS COMMUNITY COLLEGE DISTRICT FOR USE OF FACILITIES AND OFFERING OF COURSES IN SUMMER PROGRAM**

The Board of Education approved a revised Memorandum of Understanding between Citrus Community College and Monrovia Unified School District for reimbursement of the employment of certificated and classified staff members, and for the offering of online courses during the summer of 2021.

[REVISED MOU - Citrus College \(Summer School\).pdf](#)

### **3. 20/21-1106 - SALES ORDER AGREEMENT WITH PEAR DECK, INC.**

The Board of Education approved a Sales Order Agreement with Pear Deck, Inc. subscription for the period of September 1, 2021 through August 31, 2022.

[PEAR DECK - Order for 2021-22.pdf](#)

### **4. 20/21-1110 - MEMORANDUM OF AGREEMENT BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND THE MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved a License Agreement between the San Joaquin County Office of Education, a county office of education of the state of California, (SJC OE) and the Monrovia Unified School District for the web-based suite of tools known as the Student Success Team System Management System (BEYOND SST).

[SJC OE BEYOND SST Agreement - 20210422.pdf](#)

## **BUSINESS SERVICES**

### **5. 20/21-2116 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education ratified purchase orders in the amount of \$241,078.48 issued January 8, 2021 through January 22, 2021 and payments in the amount of \$5,204,425.94 issued March 31, 2021 through April 14, 2021.

[BA Item 2116\(b-e\) Purchase Order Rpt 4-28-21.pdf](#)

### **6. 20/21-2117 - DISTRICT CASH RECEIPTS**

The Board of Education received District cash receipts; Deposit Report No. 28 through No. 30 deposited April 12, 2021 through April 19, 2021 for a total amount of \$598,709.31.

[BA Item 2117\(b\) Deposit Rpts #28-30 4-28-21.pdf](#)

### **7. 20/21-2119 - ACCEPTANCE OF GIFTS**

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2021-15.

[Acceptance of Gifts #2021-16 04-28-21.pdf](#)

### **8. 20/21-2121 - CUMULATIVE OBJECT SUMMARY REPORTS**

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

[BA Item 2021\(b\) Cumulative Object Summary Rpt - March 2021 4-28-21.pdf](#)

### **9. 20/21-2122 - CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM**

The Board of Education approved a contract with the Los Angeles County Office of Education

(LACOE) to provide financial system services to the District for fiscal year 2021-22.  
[2021-22 PeopleSoft Contract - Monrovia USD.pdf](#)

## **HUMAN RESOURCES**

### **10. 20/21-3052 - PERSONNEL ASSIGNMENTS**

The Monrovia Unified School District Board of Education approved Personnel Assignments Report #17.

[2021-04-28 Personnel Report 17.pdf](#)

## **BOARD BUSINESS**

### **11. 20/21-5068 - 2020-21 & 2021-22 CALIFORNIA INTERSCHOLASTIC FEDERATION (CIF) REPRESENTATIVES**

The Board of Education designated individuals and alternates from Monrovia High School to serve as the school's California Interscholastic Federation (CIF) League Representatives in 2020-2021 & 2021-2022 as follows: MHS Principal Kirk McGinnis; Associate Principal Fil Lujan; and Athletic Director Randy Bell.

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

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

#### **1. 20/21-1107 - WATER EDUCATION GRANT RECIPIENT AGREEMENTS WITH THE UPPER DISTRICT WATER EDUCATION GRANT PROGRAM**

The Board of Education ratified three Water Education Grant Recipient Agreements as part of the Upper District Water Education Grant Program for Plymouth Elementary School.

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

[WEGP - Water-Wise Vegetable Garden-Plymouth.pdf](#)

#### **2. 20/21-1109 - AMENDED LEARNING CONTINUITY AND ATTENDANCE PLAN**

The Board of Education approved an amendment to the Learning Continuity and Attendance Plan in order to comply with attendance auditing procedures.

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

[Amended Learning Continuity Plan - 04282021.pdf](#)

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

#### **3. 20/21-2124 - E-WASTE SERVICE AGREEMENT WITH RECYCLE INTERNATIONAL**

The Board of Education approved the e-waste agreement with “Recycle International” for disposal service of District wide obsolete electronic, computer, peripheral and related electronic surplus materials.

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

[BA Item 2124\(b\) E-Waste Service Agreement with Recycle Intl 4-28-21.pdf](#)

#### **4. 20/21-2125 - SERVICE AGREEMENT WITH TLC AUCTIONS**

The Board of Education approved the agreement with “TLC Auctions” to facilitate completion of District commercial surplus auction operations related to industrial and commercial equipment, machinery and motorized vehicles at our school sites and the warehouse.

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,

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

**5. 20/21-3053 - 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.

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 Preparation for return to school in a Hybrid model signed.pdf](#)

**6. 20/21-3054 - RESOLUTION NO. 2021-16, IN HONOR OF MONROVIA "NATIONAL TEACHER APPRECIATION WEEK," AND "NATIONAL DAY OF THE TEACHER"**

The Board of Education adopted Resolution No. 2021-16, declaring May 4, 2021, as "National Day of the Teacher," and May 3-7, 2021, as "National Teacher Appreciation Week," and all citizens are urged to participate in observances that express their appreciation for teachers.

Motion by Board Member Anderson, 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

[04282021ResolutionTeacher.pdf](#)

**7. 20/21-3055 - RESOLUTION NO. 2021-17 IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"**

The Board of Education adopted Resolution No. 2021-17, declaring May 16 through May 22, 2021, as "Classified School Employee Week," and all citizens are urged to participate in observances that express their appreciation for classified employees.

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

[04282021ResolutionClassified.pdf](#)

**8. 20/21-3056 - RESOLUTION No. 2021-18 IN HONOR OF "SCHOOL HEALTH SERVICES APPRECIATION WEEK" AND "NATIONAL SCHOOL NURSE DAY"**

The Board of Education adopted Resolution No. 2021-18, declaring May 10-14, 2021, as "School Health Services Appreciation Week" and that May 12, 2021, is recognized as "National School Nurse Day"; to recognize and honor the contribution of school nurses and health clerks to quality education in the State of California and the Monrovia Unified School District.

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

[04282021School Nurse Day Resolution.pdf](#)

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

**9. 20/21-5069 - BOARD POLICY 6174, EDUCATION FOR ENGLISH LANGUAGE LEARNERS, AND ACCOMPANYING ADMINISTRATIVE REGULATION**

The Board of Education received for first reading Board Policy 6174, Education for English Language Learners, and it's accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 6174 - Ed for Eng Language Learners - \(1st Reading 042821\).pdf](#)

**10. 20/21-5070- BOARD BYLAW 9150, *STUDENT BOARD MEMBERS***

The Board of Education received for second reading, Board Bylaw 9150, Student Board Members, as recommended by the California School Boards Association (CSBA).

[BB 9150 Student Board Members \(2nd Reading \( 042821\).pdf](#)

**11. 20/21-5071 - RESOLUTION NO. 2021-14, "*IN REMEMBRANCE OF THOSE LOST TO GENOCIDE AND MAN'S INHUMANITY TO MAN*"**

The Board of Education adopted resolution No. 2021-14, "In Remembrance of Those Lost to Genocide and Man's Inhumanity to Man."

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

[Those Lost to Genocide & Man's Inhumanity to Man 2021.pdf](#)

**12. 20/21-5072 - RESOLUTION NO. 2021-15, DECLARING MAY 2021, AS "*MENTAL HEALTH AWARENESS MONTH*"**

The Board of Education adopted Resolution No. 2021-15, declaring the month of May 2021, as "Mental Health Awareness Month."

Motion by Board Member Gholar, 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

[MAY 2021 Mental Health Awareness Month.pdf](#)

**13. 20/21-5073 - PENDING BOARD ISSUES**

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

[Pending Board Issues 042821.pdf](#)

**K. OLD BUSINESS**

- 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:

- Wild Rose - April 29, 2021

Graduations:

- Monrovia Community Adult School - May 27, 2021
- COHS - June 8, 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. Board President Travanti ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 10:16 p.m. in memory of COHS student Andrew Limbach.**

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Dr. Katherine Thorossian, Superintendent & Secretary of the Board

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Traci Gholar, Board Clerk

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 1. 20/21-2126 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$ 221,856.48 issued January 22, 2021 through February 5, 2021 and payments in the amount of \$367,709.21 issued April 15, 2021 through April 29, 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 2126\(b-e\) Purchase Order Rpt 5-12-21.pdf](#)

April 29, 2021

SUBMITTED FOR RATIFICATION: May 12, 2021

PRINTED: January 22, 2021 – February 5, 2021

Purchase Order: P21-0209 – P21-0823

Purchase orders printed out of sequence: P21-0210 - P21-0448,  
P21-0450 - P21-0503, P21-0505 – P21-0782, P21-0815

Change Orders:

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	216,675.05
Fund (11)		5,048.93
Fund (13)		<u>132.50</u>
Total.....	\$	<u>221,856.48</u>

RECOMMENDED: May 12, 2021



Board Report Worksheet  
May 12, 2021

<u>Fund</u>		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
Fund 01					
213,831.02		P21-0049	5,500.00	5,000.00	10,500.00
		P21-0068	350.00	1,000.00	1,350.00
		P21-0069	268.06	4,000.00	4,268.06
		P21-0101	2,300.00	2,500.00	4,800.00
		P21-0107	798.00	15,000.00	15,798.00
		P21-0148	140.00	7,000.00	7,140.00
		P21-0426	254.69	19,805.31	20,060.00
		P21-0495	160.00	55.00	215.00
		P21-0718	-7,000.00	24,058.36	17,058.36
		P21-0954	73.28	327.44	400.72
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
	<b>216,675.05</b>	Total	<b>2,844.03</b>		
Fund 11		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
5,048.93			0.00		
			0.00		
			0.00		
			0.00		
	<b>5,048.93</b>	Total	<b>0.00</b>		
Fund 13		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
132.50			0.00		
			0.00		
	<b>132.50</b>	Total	<b>0.00</b>		
Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
			0.00		
			0.00		
	<b>0.00</b>	Total	<b>0.00</b>		
Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
			0.00		
			0.00		
	<b>0.00</b>	Total	<b>0.00</b>		
Fund		<u>PO</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
			0.00		
			0.00		
	<b>0.00</b>	Total	<b>0.00</b>		
<b>219,012.45</b>			<b>2,844.03</b>	Total of change notice amount	
	<b>221,856.48</b>		<b>219,012.45</b>	Total of all funds per Escape report	
			<b>221,856.48</b>	Actual funds spent during the period	

## Includes Purchase Orders dated 01/22/2021 - 02/05/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0209	Home Depot Pro	0050	Inventory Items	01-9320	2,954.94
P21-0449	AMAZON.COM	0010	Medical Assisting Books	11-4310	2,612.48
P21-0504	AMAZON.COM	0003	Cotsen book order	01-4310	1,196.76
P21-0783	VILLA ESPERANZA	0015	Basic Education for Sp Ed Student	01-5110	38,380.00
				01-5150	15,950.00
				01-5810	25,000.00
P21-0784	VILLA ESPERANZA	0015	Basic Education for Sp Ed Student	01-5110	33,580.00
				01-5150	19,590.00
				01-5810	25,000.00
P21-0785	AMAZON.COM	0002	Cotsen Supplies for Teachers	01-4310	349.47
P21-0786	Jennifer Johnson	0015	reimbursement for BEST pods	01-4310	398.00
P21-0787	ORANGE COUNTY DEPT. OF ED. ATT N: MARIA HERNANDEZ	0008	Professional Development	01-5220	220.50
P21-0788	SCHOOL NUTRITION ASSOC.	0052	Renew School Nutrition Association Membership	13-5310	132.50
P21-0789	Pico Rivera CPR	0010	CPR for Medical Students	11-5890	825.00
P21-0790	U.S. POSTMASTER / POST-OFFICE	0040	Postage to Mail MHS Report Cards	01-5920	754.90
P21-0791	ASBURY ENVIRONMENTAL SERVICE	0008	Auto shop/Oil Service	01-5890	160.00
P21-0792	ASCIP	0040	Bobcat Fire Restoration and Cleaning Deductible	01-5630	5,000.00
P21-0793	ORIENTAL TRADING CO., INC. RIC H HOUSLEY	0005	Art dog tags for students	01-4390	264.42
P21-0794	ORANGE COUNTY DEPT. OF ED. ATT N: MARIA HERNANDEZ	0006	Conference: Supporting English Learners in Math	01-5220	150.00
P21-0795	Aeries (Eagle) Software	0014	AeriesCon Virtual Submit Spring 2021	01-5220	600.00
P21-0796	PEARSON EDUCATION - PRENTICE P RENTICE HALL SCHOOL DIV.	0015	QGlobal Assessment	01-5841	390.00
P21-0797	Greek Life Threads,	0014	MHS AVID Graduation Stoles	01-4310	1,483.12
P21-0798	IMPRINTABILITY JENNIFER STONE	0047	Business cards for Director of MOT	01-4350	38.59
P21-0799	CHARLIE'S FENCE CO.	0047	Open PO District Fencing Repairs 2021	01-5630	5,000.00
P21-0800	UNITED RENTALS NORTHWEST	0047	Repair of Scissor Lift	01-5630	2,205.00
P21-0801	SWRCB ACCOUNTING OFFICE ATTN: AFRS	0047	Water Resources Board Annual Permit	01-5890	1,474.00
P21-0802	AMAZON.COM	0003	ller's Cotsen Amazon book order	01-4210	1,180.89
P21-0803	The Original Seat Sack Company	0003	instructional supplies from Cotsen for Mallette	01-4310	328.35
P21-0804	STS Education	0022	repair broken computers	01-5630	2,146.78
P21-0805	Bestlink Nwtare	0022	Tech Supplies - Santa Fe and other school sites	01-4390	342.43
P21-0806	DON PUNGPRECHAWAT	0022	Mileage Don for 11/2020	01-5250	20.70

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 01/22/2021 - 02/05/2021**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0807	IMPRINTABILITY JENNIFER STONE	0050	Business Cards for Director of Procurement	01-4350	38.59
P21-0808	DAVID CONWAY	0040	Reimbursement for purchase from donation account	01-4390	33.06
P21-0809	Food Exploration and Discovery	0007	Lesson plans and activities for teachers	01-5841	3,439.80
P21-0810	BRIDGES TRANSITIONS CORPORATE	0014	Career Awareness Curriculum	01-5841	600.00
P21-0811	Repl.it, Inc.	0014	MHS-Intro to Programming Class	01-5841	262.50
P21-0812	Follett School Solutions	0007	Library Reading Books for Students	01-4210	374.16
P21-0813	ACCO Brands USA LLC	0005	Ultima 65 Machine (New Laminator)	01-4490	2,337.51
P21-0814	THINKING MAPS, INC.	0014	Professional Development for Mayflower Elementary	01-5850	900.00
P21-0816	AZUSA PACIFIC UNIVERSITY CAREE R CENTER	0014	Brilliant STEM (Virtual) Day at APU	01-5881	425.00
P21-0817	SCHOOL SERVICES OF CALIFORNIA	0040	Annual SSC Report & Professional Support	01-5810	3,900.00
P21-0818	SCHOOL LIFE	0001	Student Honor Pins	01-4390	547.49
P21-0819	DELL MARKETING L.P.	0010	Laptop for John Russell	11-4440	1,611.45
P21-0820	MONROVIA CHAMBER OF COMMERCE	0012	Membership Investment	01-5310	670.00
P21-0821	Music and Arts	0028	Elementary Band Instrument Rental-Alto Saxophone	01-5610	1,852.20
P21-0822	HOME DEPOT	0028	Gallon Totes-Learning Pods Palyground Balls	01-4310	131.86
P21-0823	CGI MathTeacherLearningCenter	0014	Professional Development for PK-5	01-5220	14,160.00
<b>Total Number of POs</b>				<b>43</b>	
				<b>Total</b>	<b>219,012.45</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	39	213,831.02
11	Adult Education Fund	3	5,048.93
13	Cafeteria Fund	1	132.50
		<b>Total</b>	<b>219,012.45</b>

**PO Changes**

	New PO Amount	Fund/ Object	Description	Change Amount
P21-0439	13,162.20	01-4310	General Fund/Materials and Supplies	122.29
<b>Total PO Changes</b>				<b>122.29</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  
May 12, 2021**

ACCOUNTS PAYABLE:

DATE ISSUED: April 15, 2021 through April 29, 2021

Batch Numbers:	0161-0172	\$367,709.21
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b><u>\$ 367,709.21</u></b>
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# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 2. 20/21-2127 - DISTRICT CASH RECEIPTS

#### RECOMMENDATION

The Board of Education is requested to receive District cash receipt; Deposit Report No. 31 deposited April 27, 2021 for a total amount of \$166,617.60

#### 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 #31 is attached.

#### ATTACHMENTS

- [BA Item 2127\(b\) Deposit Rpt #31 5-12-21.pdf](#)

DEPOSIT REPORT

4/27/2021

DEP #31

ACCOUNT	AMOUNT	
01.0-00601.0-00000-00000-8650-4080000	\$ 21,787.21	Leases & Rentals/Citrus College
01.0-56400.0-00000-00000-8290-0000000	10,328.84	Medi-Cal
01.0-90109.0-00000-00000-8699-6010040	1,000.00	Donations
01.0-90501.0-00000-00000-8689-0000000	814.00	3/31/2021
01.0-00000.0-00000-71100-3412-6010016	484.71	Abate/Reimb./H&W
01.0-65000.0-57600-11100-4310-6010015	5,018.00	Abate/Reimb./Supplies
Subtotal	<u>39,432.76</u>	General Fund
11.0-00000.0-41340-00000-8671-0000000	85,805.00	Ad Ed Tuition/Career Ed
11.0-00000.0-41360-10000-8699-7100000	1,235.00	Ad Ed Supplies/Adult Literacy
11.0-00000.0-41390-00000-8671-0000000	2,475.00	Ad Ed Tuition/Fee Based
11.0-00000.0-00000-27000-5882-7100000	(362.21)	Bank Fees
11.0-00000.0-41340-10000-4310-7100000	<u>(839.79)</u>	Refunds/Career Ed/Supplies
Subtotal	<u>88,313.00</u>	Adult Education Fund
25.0-95500.0-00000-00000-8681-0000000	<u>38,871.84</u>	Developer Fees
Subtotal	<u>38,871.84</u>	Capital Facilities Fund
Total	<u><u>\$166,617.60</u></u>	General Account ck#276

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 3. 20/21-2128 - ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-17.

#### Rationale:

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

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

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

#### Legal References:

Board Policy #3290 requires Board approval of gifts.

#### Additional Information:

The Acceptance of Gifts Report is attached.

## ATTACHMENTS

- [Acceptance of Gifts #2021-17 05-12-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
 Acceptance of Gifts Report No. 2021-17  
 Board Meeting 20210512

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	TFC US Production 81 Inc	\$5,000.00	To be used for the benefit of the Monrovia High School Athletic Dept.	Patrick Garcia, Director MUSD Performing Arts	D-0512055	Increases site donation account
2	Check	TFC US Production 81 Inc	\$1,500.00	To be used for the benefit of the Monrovia High School Theatre Arts Conservatory.	Patrick Garcia, Director MUSD Performing Arts	D-0512056	Increases site donation account
3	Tangible Items Toys & Games	ChapCare	\$750.00	To benefit Wild Rose School of Creative Arts students	Paige Ramos, Principal Wild Rose School of Performing Arts		No cost to the district
4	Tangible Items Hand Sanitizers	Twila True Collaborations LLC.	\$9,550.00	Support District School Site's COVID Resources for Instructional Programs/Services	Ricardo Harris, Director Procurement & Business Support Services		No cost to the district
5							
6							
7							
8							
9							
10							



# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 4. 20/21-2129- PROFESSIONAL SERVICE AGREEMENTS

#### RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements report #11 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):

#### Legal References:

Government Code 53060 and Board Policy 3600

#### Additional Information:

## ATTACHMENTS

- [Professional Service Agmts #11.pdf](#)

Name/Company	Services	Effective Dates	Site	Amount	Funding
LACOE	Subscription for PC products @ the District Office	7/1/2021- 6/30/2022	District Office	\$724.00	General Funds

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 5. 20/21-3054 - PERSONNEL ASSIGNMENTS

#### RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #18.

#### Rationale:

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

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

#### Legal References:

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

#### Additional Information:

## ATTACHMENTS

- [2021-05-12 Personnel Report 18.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Glenn	Sycip	Daily Substitute	Employ, as needed	4/28/21-6/9/21	District		G-00000.0	000003	\$140/day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
2 #	Amanda	Alfieri	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
3	Amanda	Alfieri	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
4	Amanda	Alfieri	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
5 #	Daniel	Barrios	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
6	Nancy	Bravo	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
7	Nancy	Bravo	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
8	Bethany	Burch-Delisi	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
9	Bethany	Burch-Delisi	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
10	Lorenia	Cabello	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
11	Lorenia	Cabello	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
12	Daniel	Chacon	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
13	Ashley	Chapman	Substitute Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
14	Ashley	Chapman	Substitute Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
15	Peter	Davis	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
16	Peter	Davis	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
17 #	Robert	Drew	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
18 #	Sandra	Duff	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
19 #	David	Duisberg	Teacher	School Reopening	3/19/21-4/19/21	Canyon Oaks/Mtn Park	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
20	David	Duisberg	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
21 #	Jason	Edwards	Teacher	School Reopening	3/19/21-4/19/21	Canyon Oaks/Mtn Park	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
22	Jason	Edwards	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
23	Annette	Freitas	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
24 #	Heather	Gac	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
25	Karla	Galindo	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
26	Karla	Galindo	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
27	Sandra	Gallegos	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
28	Sandra	Gallegos	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
29 #	Michael	Gibson	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
30	Lafayette	Gooler	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
31	Lafayette	Gooler	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
32	Jolisa	Grimmer	Counselor	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
33	Sara	Gutkind	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
34	Sara	Gutkind	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
35 #	David	Haiby	Teacher	School Reopening Planning	3/15/21-4/19/21	Plymouth	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
36	Monica	Hernandez	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
37	Monica	Hernandez	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
38 #	Daniel	Holman	Teacher	School Reopening	3/19/21-4/19/21	Canyon Oaks/Mtn Park	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
39	Daniel	Holman	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
40	Gwen	Horne	Substitute Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
41	Gwen	Horne	Substitute Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
42	Carter	James	Teacher	2021 Summer School (MASA)	6/22/21-7/24/21	MHS	NTE 144 hrs	C-07102.0	003718	\$32.00/hr	100%
43 #	Allyson	Jimenez	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
44	Allyson	Jimenez	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
45	Allyson	Jimenez	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
46 #	Eric	Johnson	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
47	Geovanna	Loeza	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
48	Geovanna	Loeza	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
49 #	Higinio	Lujan	Teacher	School Reopening	3/19/21-4/19/21	Canyon Oaks/Mtn Park	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
50	Higinio	Lujan	Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
51 #	Markiena	Madison	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
52	Jennifer	Mata	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
53	Jennifer	Mata	Teacher	Jr. Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
54 #	Calvin	McKendrick	Asst Principal	Summer School Coordinator (2020)	6/8/20-6/30/20	Canyon Oaks/Mtn Park	NTE 80 hrs	C-30100.0	003945	\$38.00/hr	100%
55	Randy	Medina	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
56	Randy	Medina	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
57	Cecile	Melanson	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
58	Cecile	Melanson	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
59 #	Christian	Mora	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
60 #	Dianna	Moraga	Teacher	School Reopening	3/19/21-4/19/21	Canyon Oaks/Mtn Park	NTE 16 hrs	C-74220.0	003999	\$27.00/hr	100%
61	Traci	Robinson	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
62	Traci	Robinson	Teacher	Camp Read A Lot - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
63 #	Tedese	Ross	Adult Ed Teacher	HiSET Instruction	4/1/21-5/29/21	Adult Educ	NTE 28 hrs/mo	C-63910.0	003270	\$40.57/hr	100%
64	Tedese	Ross	CTE Teacher	2021 Summer School	6/14/21-7/16/21	Mountain Park	NTE 5 hrs/day	C-31820.0	004011	\$32.00/hr	100%
65	Jackie	Sanchez	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
66	Jackie	Sanchez	Teacher	Middle School Bridge (ELD) - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
67 #	Stephanie	Sparks	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Santa Fe	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
68 #	Hiroshi	Suzuki	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
69 #	Xochitl	Valenzuela	Teacher	6-8th Math Curriculum Creation	5/1/21-6/30/21	Clifton	NTE 10 hrs	C-07102.0	003999	\$27.00/hr	100%
70	Kathy	Watchman	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
71	Kathy	Watchman	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
72	Joshua	Zeeman	Teacher	Summer School Training/ Planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
73	Joshua	Zeeman	Teacher	Camp Infinity - Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/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
74	Anne	Battle	Teacher	Retirement	6/30/21	MHS
75	Jennifer	Dana	Teacher	Retirement	6/10/21	Mayflower
76	Jo	Porter	Teacher	Retirement	6/10/21	Clifton
77 #	Rainy	Shao	Teacher	Revise resignation date (Board approved 3/10/21)	4/25/21	Plymouth
78	Julie	Smith	Teacher	Retirement	8/31/21	Santa Fe

**E. Other**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
79	Mitzi	Avila	Teacher	Voluntary Transfer from Bradoaks	8/17/2021	Plymouth		G-00000.0	000199	F-4	100%
80 #	Kymberly	Hirst	Counselor	Change of funding	8/1/2020	MHS		C-34101.0 55% C-65200.0 45%	003635	D-5	100%
81 #	Jennifer	Johnson	Dir of Special Education	Change of funding	7/1/2020	PPS		97.5% C-34101.0	000685	53-5	100%
82 #	Maria	Akl	Teacher	Approve stipend Master Teacher (Azusa Pacific Student)	1/4/2021-6/9/21	Plymouth		G-00000.0	002263	NTE \$200 Stipend	100%
83 #	Gina	Ayala	Teacher	Approve stipend Cross Country/Track Coach	5/1/20-6/9/21	Clifton		C-00701.0	001190	NTE \$250 Stipend	100%

**E. Other (continued)**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
84 #	Lisa	Herald	Teacher	Approve stipend Master Teacher (CSU Long Beach Student)	8/20/20-12/13/20	Santa Fe		G-00000.0	002263	NTE \$300 Stipend	100%
85 #	Vickie	Velasco	Teacher	Approve stipend Cross Country/Track Coach	5/1/20-6/9/21	Clifton		C-00701.0	001190	NTE \$250 Stipend	100%



MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
	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 #	Rosalva	Alvarez C	Food Service Manager Extra Hours	Bradoaks	Employ: Extra hours as needed during the 2020-21 school year.	\$24.18/hr.	13-G	6	NTE: 8 hours per day.	4/1/21-6/30/21	000381 C	53100.0	100%
2 #	Thomas	Bodgon	School Office Manager Extra Hours	Wild Rose	Employ: School reopening preparation.	\$23.05/hr.	26	4	NTE: 16 hours total.	3/19/21-4/19/21	004002 C	74220.0	100%
3 #	Theresa	Brunn	Senior Account Clerk Extra Hours	Fiscal Services	Employ: Additional hours to cover payroll vacancy.	\$25.44/hr.	26	6	NTE: 40 hours total.	4/19/21-6/30/21	001567 G	00000.0	100%
4 #	Lynette	Edwards	Instructional Aide- Special Education Extra Hours	Monroe	Employ: School reopening.	\$17.56/hr.	17	3	NTE: 16 hours total.	3/15/21-3/29/21	004000 G	00000.0	100%
5 #	Jennifer	Esparaza	Campus Security Officer Extra Hours	MHS	Employ: MHS/Taylor Performing Arts Center rental events.	\$24.22/hr.	24	6	Hourly, as needed.	4/1/21-6/30/21	004013 C	90221.0	100%
6 #	Amanda	Felizardo	Substitute Instructional Aide-Kindergarten	District-wide	Employ: To substitute as needed during the 2020-21 school year.	\$17.56/hr.	15	4	Hourly, as needed.	4/1/21-6/9/21	003432 G	00000.0	100%
7 #	Terry	Forrest	Librarian Technician I Extra Hours	Bradoaks	Employ: School reopening needs.	\$23.05/hr.	22	6	NTE: 40 hours total.	3/29/1-6/9/21	004002 C	74220.0	100%
8 #	Nancy	Gonzalez	School/Community Liaison Extra Hours	Wild Rose	Employ: School reopening preparation.	\$21.41/hr.	19	6	NTE: 16 hours total.	3/19/21-4/19/21	004002 C	74220.0	100%
9 #	Victoria	Holguin	Instructional Aide- Special Education Extra Hours	Santa Fe	Employ: School reopening planning transition.	\$20.36/hr.	17	6	NTE: 16 hours total.	3/22/21-4/19/21	004000 C	74220.0	100%
10 #	Nancy	Kemp	Instructional Assistant Extra Hours	Santa Fe	Employ: School reopening planning transition.	\$22.50/hr.	21	6	NTE: 16 hours total.	3/22/21-4/19/21	004000 C	74220.0	100%
11 #	Nancy	Kemp	Instructional Assistant Extra Hours	Clifton	Employ: School reopening planning transition.	\$22.50/hr.	21	6	NTE: 16 hours total.	3/19/21-4/19/21	004000 C	74220.0	100%
12 #	Shari	King	Senior Account Clerk Extra Hours	Fiscal Services	Employ: Additional hours to cover payroll vacancy.	\$21.95/hr.	26	3	NTE: 20 hours total.	4/19/21-5/14/21	001567 G	00000.0	100%
13 #	Rocio	Magdaleno- Andrade	Instructional Aide- Kindergarten Extra Hours	Bradoaks	Employ: Reopening of school.	\$19.39/hr.	15	6	NTE: 40 hours total.	5/1/21-6/1/21	004000 C	74220.0	100%
14 #	Lourdes	Martinez	Senior Account Clerk Extra Hours	Fiscal Services	Employ: Additional hours to cover payroll vacancy.	\$25.44/hr.	26	6	NTE: 80 hours total.	4/14/21-6/30/21	001567 G	00000.0	100%
15 #	Sonia	Obregon	Instructional Aide - Kindergarten Extra Hours	Monroe	Employ: Additional support for reopening of schools.	\$16.70/hr.	15	3	Hourly, as needed.	3/15/21-6/30/21	004000 C	74220.0	100%
16 #	Alena	Ohrt	Senior Account Clerk Extra Hours	Fiscal Services	Employ: Additional hours to cover payroll vacancy.	\$25.44/hr.	26	6	NTE: 80 hours total.	4/19/21-6/30/21	001567 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
17	# Brenda	Rojas	Campus Assistant Extra Hours	Monroe	Employ: Additional support for reopening of schools.	\$14.78/hr.	4	6	Hourly, as needed.	3/15/21-6/30/21	004000	C 74220.0	100%
18	# Lorena	Rosales	Clerical Assistant I Extra Hours	Wild Rose	Employ: School reopening preparation.	\$20.36/hr.	17	6	NTE: 16 hours total.	3/19/21-4/19/21	004002	C 74220.0	100%
19	# Nasim	Vaid	Instructional Aide-Special Education Extra Hours	Monroe	Employ: School reopening.	\$17.56/hr.	17	3	NTE: 16 hours total.	3/15/21-4/19/21	004000	C 74220.0	100%
20	# Jessica	Zeichner	Interpreter	District-wide	Employ: Interpret for Special Ed parent meetings, IEPs, Assessments, etc.	\$27.00/hr.	Flat	Rate	Hourly, as needed.	5/4/21-6/30/21	002853	C 65000.0	100%
21	# Michael	Armas	Custodian Extra Hours	MHS	Employ: School events.	\$18.91/hr.	20	3	Hourly, as needed.	4/1/21-6/30/21	000589	G 00000.0	100%
22	# Michael	Armas	Custodian Extra Hours	MHS	Employ: Community Service.	\$18.91/hr.	20	3	Hourly, as needed.	4/1/21-6/30/21	000590	G 00000.0	100%
23	# Margarita	Hernandez	Custodian Extra Hours	MHS	Employ: School events.	\$17.10/hr.	20	1	Hourly, as needed.	4/1/21-6/30/21	000589	G 00000.0	100%
24	# Maria	Murillo	Custodian Extra Hours	MHS	Employ: School events.	\$17.10/hr.	20	1	Hourly, as needed.	4/1/21-6/30/21	000589	G 00000.0	100%
25	# Ann	Martinez	Custodian Extra Hours	MHS	Employ: School events.	\$21.95/hr.	20	6	Hourly, as needed.	4/1/21-6/30/21	000589	G 00000.0	100%
26	# Ann	Martinez	Custodian Extra Hours	MHS	Employ: Community Service.	\$21.95/hr.	20	6	Hourly, as needed.	4/1/21-6/30/21	000590	G 00000.0	100%
27	# Clarissa	Nuno	Instructional Aide-Special Education Extra Hours	Bradoaks	Employ: Reopening of school.	\$16.70/hr.	17	2	NTE: 30 hours total.	4/30/21-6/9/21	004000	C 74220.0	100%
28	# Carol	Summerell	Substitute Secretary	District-wide	Employ: To substitute as needed during the 2020-21 school year.	\$24.22/hr.	24	6	Hourly, as needed.	4/14/21-6/30/21	002704	G 00000.0	100%
29	# Rosemary	Torres	Substitute School Office Manager	Monroe	Employ: To substitute as needed during the 2020-21 school year.	\$21.41/hr.	19	6	Hourly, as needed.	4/20/21-6/30/21	003880	G 00000.0	100%
30	# Lazlo	Uberpakker	Custodian Extra Hours	MHS	Employ: School events.	\$22.50/hr.	21	6	Hourly, as needed.	3/1/21-6/30/21	000589	G 00000.0	100%
31	# Lazlo	Uberpakker	Custodian Extra Hours	MHS	Employ: Community Service.	\$22.50/hr.	21	6	Hourly, as needed.	3/1/21-6/30/21	000590	G 00000.0	100%
32	# Lazlo	Uberpakker	Substitute Custodian	MHS	Employ: To substitute as needed during the 2020-21 school year.	\$22.50/hr.	21	6	Hourly, as needed.	7/1/20-6/30/21	000137	G 00000.0	100%

**C. Leaves of Absence**

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

**D. Resignations**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
33 #	Jose	Basulta	Instructional Aide-Special Education	Mayflower	Voluntary Resignation	\$16.70/hr.	17	2	3.5 hr./d.; 9 mo./yr.	4/24/2021	000673	C 65000.0	100%
34 #	Karla	Gonzalez	School/Community Liaison	Bradoaks	Voluntary Resignation	\$21.41/hr.	19	6	3 hr./d.; 9 mo./yr.	5/6/2021	002413	C 30100.0	100%
35 #	Jeffrey	Schwartz	Instructional Aide-Special Education	Clifron	Voluntary Resignation	\$20.36/hr.	17	6	3.75 hr./d.; 9 mo./yr.	4/16/2021	002516	C 33100.0	100%
36 #	Angela	Zapata	Instructional Assistant-Behavior	PPS	Voluntary Resignation	\$3123.29/mo	20	6	6.57 hr./d.; 9 mo./yr.	4/23/2021	003623	C 65000.0	100%

**E. Changes of Status**

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

**F. Other**

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

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### **6. 20/21-3055 – RETAINER AGREEMENT FOR LEGAL SERVICES FOR 2021-2022 SCHOOL YEAR, MARGARET CHIDESTER & ASSOCIATES**

#### **RECOMMENDATION**

The Board of Education is requested to approve a Retainer Agreement between Margaret A. Chidester & Associates and Monrovia Unified School District for legal services for the 2021-2022 school year .

#### **Rationale:**

Board approval is required to renew our retainer agreement with the legal firm of Margaret A. Chidester & Associates for matters relating to labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property, and governance and litigation issues. The term of this agreement is effective July 1, 2021, and shall be terminable by either party upon thirty (30) days written notice.

#### **Background:**

Background Information The Government Code provides that school districts may contract with persons for the furnishing of special services and advice in legal, financial, economic and administrative matters. Margaret A. Chidester & Associates is a well respected law firm that represents governing boards of California public school districts and related education entities before state and federal courts and agencies, including California Department of Education, Office of Civil Rights, Equal Employment Opportunity Commission, Department of Fair Employment and Housing, Office of Administrative Hearings, and The Public Employment Relations Board in all aspects of education law, including facilities, finance, real property, governance, instruction, personnel, pupils, collective bargaining, and litigation matters.

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

\$50,000 is budgeted using general funds, for each of the services provided at the following rates: partners will be billed \$325 per hour, no increase from previous year, senior attorneys will be billed at \$300 per hour, no increase from the previous year, \$285 per hour for other attorneys , no increase from the previous year, and \$185 per hour for law clerks making it a total increase of \$70.00 for 2021-2022 for each of the services provided, plus reimbursement cost of photocopies at the rate of \$0.25 per page and actual charges for postage, mileage and telephone expenses.

#### **Legal References:**

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

## ATTACHMENTS

- [Retainer Agreement Margaret A Chidester and Associates effec 07012021.pdf](#)

**RETAINER AGREEMENT  
BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2021 by and between the MONROVIA UNIFIED SCHOOL DISTRICT of Los Angeles, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

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

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the District in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a District's legal representative.

**2. Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of District.

**3. Costs:** The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. **Related Post-Investigation Services:** If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement,



and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

**7. Indemnification:** Except as provided below, the District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

**8. Electronic Communication, Confidentiality and Publicity:** The District authorizes Attorneys to communicate with the District and the District's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is

intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all District confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

**9. No Guarantee of Outcome.** Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for District input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon District direction for legal work.

**10. Files and Ownership of Documents.** When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. **Assignment**. This Agreement is not assignable without the written consent of the District.

12. **Independent Contractor**. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

13. **Insurance**. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination**. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or District student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit**. The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

16. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

17. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

18. **Term.** This Agreement is effective July 1, 2021. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

MONROVIA UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_, 2021 BY: \_\_\_\_\_

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: April 9, 2021 BY: Margaret A. Chidester  
Margaret A. Chidester

**EXHIBIT "A"**

Rates are guaranteed through June 30, 2022.

PARTNERS	\$325 per hour
SENIOR ATTORNEYS	\$300 per hour
OTHER ATTORNEYS	\$285 per hour
LAW CLERKS/PARALEGALS	\$185 per hour

**COSTS**

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 7. 20/21-3056 – RETAINER AGREEMENT FOR LEGAL SERVICES FOR 2021-2022 SCHOOL YEAR, FAGEN, FRIEDMAN & FULFROST

#### RECOMMENDATION

The Board of Education is requested to approve a Retainer Agreement between Fagen, Friedman & Fulfrost LLP, and Monrovia Unified School District for legal services for the 2021-2022 school year .

#### Rationale:

The Firm agrees to provide legal and consultative services to Monrovia Unified School District, including representation in administrative and court proceedings.

#### Background:

The rate schedule for attorney services as needed : Associates will be billed \$245-\$275 per hour, partners will be billed \$305-\$340 per hour, Of- Counsel will be billed \$340 per hour, paralegal/law clerk will be billed \$165-\$242 per hour, paralegal/law clerk will be billed \$245 (Bar Admitted Outside of CA) per hour, Education Consultant will be billed \$255 per hour, and communication services consultant will be billed \$275 per hour. There is no cost for postage, facsimile and in office photocopying expenses.

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

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

## ATTACHMENTS

- [F3 Contract ID 877 - Monrovia Unified School District 2021-2022.pdf](#)



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Monrovia Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2021:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

**3. CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

**8. BILLING STATEMENTS.** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.



**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Monrovia Unified School District

Fagen Friedman & Fulfrost LLP


\_\_\_\_\_  
*Type or Print Name*

Chris Keeler  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Type or Print Title*

Managing Partner  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*District Authorized Signature*

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

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

DATE: April 20, 2021



PROFESSIONAL RATE SCHEDULE

**Monrovia Unified School District  
July 1, 2021**

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$245 - \$275 per hour
Partner	\$305 - \$340 per hour
Of-Counsel	\$340 per hour
Paralegal/Law Clerk	\$165 - \$245 per hour
Paralegal/Law Clerk ( <i>Bar Admitted Outside CA</i> )	\$245 per hour
Education Consultant	\$255 per hour
Communication Services Consultant	\$275 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### **8. 20/21 - 3057 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

#### **RECOMMENDATION**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential and management employees, will be indefinite for the 2021-2022 fiscal year. These benefits are effective July 1, 2021 and may be increased and/or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting and other factors.

#### **Rationale:**

The language of California Education Code Sections 45032/87806 and California Constitution Article II, Section 10, has been found in certain court cases to prohibit salary or fringe benefit changes unless it is clear from board minutes that the salary and benefits rates were declared indefinite due to financial, legislative, negotiating or budget uncertainties. This declaration will permit salary adjustments during 2021-2022 school year. This action is necessary for all unrepresented employees and for represented employees when salaries may be adjusted during the valid period of a contract.

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

No direct cost is associated with the declaration.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### **9. 20/21 - 4017 -MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

#### **RECOMMENDATION**

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective May 30, 2021 through May 31, 2022.

#### **Rationale:**

The previous contract dated May 31, 2020 with Microsoft Enrollment for Education Solutions Agreement from SHI International Corp will expire May 31, 2021. This is a one year renewal.

#### **Background:**

Monrovia Unified School District currently supports a wide variety of computer devices of varying ages and types. California Educational Technology Professionals Association CITE (formerly CETPA), worked with Microsoft to put together the CAMSA (CITE and Microsoft Strategic Alliance) program, a strategic alliance program supported by Softchoice. This contract can serve as a master purchasing vehicle for K-12 educational institutions in the state of California. Offering major discounts and simplifying the license purchase process, this consortium includes over 70% of LEAs in California who would not qualify for this type of pricing on their own. The Microsoft Enrollment or Education solutions agreement is a piggyback contract with Simi Valley USD, Microsoft and Softchoice Corporation to provide discounted pricing for Microsoft software. The agreement includes desktop management, anti-virus, server software, office software, operating system licensing and Minecraft for students to code.

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

The costs of the services is determined by the count of Knowledge Worker staff members who use a computer as part of their job and the number of processors in our server hardware. The cost will be up to \$24,132.21, annually. Departments, site and the Technology Services budget will provide funding.

#### **Account:**

Funds will come from General Fund

#### **Additional Information:**

Please see document attached.

## ATTACHMENTS

- [Monrovia Unified School District Q-423778 - Microsoft Enterprise Agreement \(EA\).pdf](#)



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

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

<b>Quote</b>	Q-423778
<b>Date</b>	15-Mar-2021

## Quote

Ship To :  
 Charles Poovakan  
 Monrovia Unified School District  
 325 EAST HUNTINGTON DRIVE  
 MONROVIA, CA 91016

Bill To:  
 Charles Poovakan  
 Monrovia Unified School District  
 325 EAST HUNTINGTON DRIVE  
 MONROVIA CA  
 91016

<b>Quote Prepared For</b>	Charles Poovakan Monrovia Unified School District Phone: (626) 471-2015 Email: cpoovakan@monroviaschools.net
<b>Quote Sent By</b>	Bis Fremichael bis.fremichael@softchoice.com Phone: (312) 655-9002 Fax:
<b>Anniversary Date</b>	01-Jun-2021
<b>Authorization Number</b>	47740171
<b>Agreement End Date</b>	31-May-2023
<b>Comments</b>	

### CAMSA EES ENR # 47740171 - Ann Pay Yr 2 - 6/1 - A3

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279432	AAA-73004	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	452	Upfront	01-Jun-2021	31-May-2022	United States	Subscription	\$48.22	\$21,795.44
2000279430	AAA-73002	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft (Original)	5583	Upfront	01-Jun-2021	31-May-2022	United States	Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	447	Upfront	01-Jun-2021	31-May-2022	United States	Subscription	\$0.00	\$0.00

2000279324	D87-01057	VisioPro ALNG LicSAPk MVL	3	Upfront	01-Jun-2021	31-May-2022	United States	Term License & Maintenance	\$44.92	\$134.76
2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	24	Upfront	01-Jun-2021	31-May-2022	United States	Term License & Maintenance	\$36.76	\$882.24
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	8	Upfront	01-Jun-2021	31-May-2022	United States	Term License & Maintenance	\$5.32	\$42.56
2000279253	54R-00098	MSImgnAcadmy ALNG SubsVL MVL Srvcs	1	Upfront	01-Jun-2021	31-May-2022		Subscription	\$1,277.21	\$1,277.21
<b>GROUP TOTAL</b>										\$24,132.21

SUBTOTAL	\$24,132.21
DELIVERY: Ground - 3 to 5 days	\$0.00
State Tax	\$0.00
Local Tax	\$0.00
All currency in this quote is in (USD).	<b>TOTAL</b>
	\$24,132.21

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time.  
As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO\_es\_signer1}}



# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### **10. 20/21-5074- BOARD POLICY 6174, *EDUCATION FOR ENGLISH LANGUAGE LEARNERS*, AND ACCOMPANYING ADMINISTRATIVE REGULATION**

#### **RECOMMENDATION**

The Board of Education is requested to approve Board Policy 6174, Education for English Language Learners, and its accompanying administrative regulation 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, Educational Services has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

#### **Background:**

School districts receive regular policy updates from the California School Boards Association (CSBA), which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 6174, Education for English Language Learners. This policy has been reviewed by the appropriate instructional stakeholders, and the Policy Review Committee (PRC), prior to presenting it for Board review and approval. Additionally, Board member Selene Lockerbie has reviewed this Board Policy and has made no further adjustments.

#### **Additional Information:**

A copy of the revised Board Policy and accompanying Administrative Regulation 6174, Education for English Language Learners, is attached.

## ATTACHMENTS

- [BP 6174 - Ed for Eng Language Learners - \(2nd Reading 051221\).pdf](#)
- [AR 6174 - Ed for Eng Language Learners - \(2nd Reading 051221\).pdf](#)

## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

The Governing Board intends to provide English Learners with challenging curriculum and instruction that ~~develop~~ maximize the attainment of high levels of proficiency in English, ~~advance multilingual capabilities, and as rapidly and effectively as possible~~ while facilitateing student achievement ~~is~~ in the district's regular course of study.

English Learners shall be provided ~~differentiated~~ English language development instruction ~~which is~~ targeted to their English proficiency level. ~~Such instruction shall be based on sound instructional theory, and be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas. The district's program shall be based on sound instructional theory and adequately supported in order to assist students in accessing the full educational program.~~

~~The Superintendent or designee shall ensure that all staff employed to teach English Learners possess the appropriate authorization from the Commission on Teacher Credentialing.~~

No middle or high school student who is an English Learner shall be denied enrollment in any of the following: (Education Code 60811.8)

- ~~1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion.~~

~~However, an English Learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.~~

- ~~2. A full course load of courses specified in item #1 above;~~
- ~~3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English Learner.~~

~~The district shall identify in its local control and accountability plan (LCAP) goals and~~

specific actions and services to enhance student engagement, academic achievement, and other outcomes for English Learners.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development, implementation, and evaluation of programs for English Learners language development programs. In addition, to support students' The Superintendent or designee may also provide an English development language, the Superintendent or designee may provide an adult literacy training program for parents/guardians and community members so that they may better support students' English language development. that leads to English fluency.

### **Staff Qualifications and Training**

The Superintendent or designee shall ensure that all staff employed to teach English Learners possess the appropriate authorization from the Commission on Teacher Credentialing.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English Learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English Learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

Staff development shall also address the sociocultural needs of English Learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

### **Identification and Assessment**

The Superintendent or designee shall maintain procedures for the early which provide for the accurate identification of English Learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). and needs in the areas of listening, speaking reading, and writing English. To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English Learner, a student shall be annually assessed for language proficiency until he/she the student is reclassified as English proficient based on criteria that is specified in the accompanying administrative regulation.

In addition, English Learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English Learners who are in the first 12 months of attending school in the United States shall be exempt from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

#### Placement of English Learners

~~Students who are English Learners shall be educated through “sheltered English immersion” as defined in law and administrative regulation, during a temporary transition period not normally intended to exceed one year.~~

~~When an English Learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education, any district assessments, and/or other criteria adopted by the Board, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is overwhelmingly in English.~~

~~An English Learner has acquired a “reasonable level of English proficiency” when he/she has achieved the following: a minimum score of Early Advanced or Advanced on the California English Language Development Test.~~

~~At any time during the school year, the parent/guardian of an English Learner may have his/her child moved into an English language mainstream program.~~

#### Parental Exception Waivers

~~When allowed by law, the parent/guardian of an English Learner may submit a request that his/her child be exempted from placement in a structured English immersion program and instead be placed in a class where he/she is taught English and other subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law.~~

~~Each waiver request shall be considered on its individual merits with deference given to parental preference for student placement.~~

~~A waiver request shall be granted in accordance with law unless the principal and~~

~~educational staff have determined that an alternative program would not be better suited to the student's overall educational development.~~

~~Standardized assessments or other equivalent assessment measures shall be used to assist with gathering pertinent information. These equivalent measures may include local assessments, local standards, and teacher evaluations.~~

~~The principal shall consider all waiver requests made pursuant to Education Code 311(c) which applies to students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent. When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition. All such waiver requests shall be granted unless the principal and educational staff determines that the alternative program requested by the parent/guardian would not be better suited for the overall educational development of the student.~~

~~If the waiver requested by the parent/guardian is granted, and 20 or more students in a given grade level at the same school receive a waiver, the school shall be required to offer such a class or allow students to transfer to another public school within the district or be granted an inter-district permit to a district in which such class *if* offered. If fewer than 20 students at the same school receive a waiver, the student shall be allowed to transfer to another public school within the district or be granted an inter-district permit to a district in which such a class is offered.~~

~~Students wishing to transfer shall be subject to the district's intra-district and inter-district attendance policies and administrative regulations (cf. 5116.1 Intra-district Open Enrollment; cf. 5117 Inter-district Attendance; cf. 5117.1 Inter-district Attendance Agreements; cf. 5117.2 Alternative Inter-district Attendance Program).~~

~~If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reason(s) for the denial. A parent/guardian may appeal the decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which cases the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.~~

### **Language Acquisition Programs**

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and

that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, “nearly all” means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding;
2. A transitional or developmental program for English Learners that provides literacy and academic instruction in English and a student’s native language and that enables an English Learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

The district’s language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02 (not to average more than 24 students per class). (Education Code 310)

In establishing the district’s language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student’s enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not

limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

Whenever a student is identified as an English Learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child and will be provided information and support to help with this choice. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

### Reclassification

When an English Learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

### Program Evaluation

To evaluate the effectiveness of the district's educational program for English Learners, the Superintendent or designee shall report to the Board, at least annually, regarding ~~the progress of English Learners towards proficiency in English the following:~~

1. Progress of English Learners towards proficiency in English;
2. The number and percentage of English Learners reclassified as Fluent English Proficient;
3. The number and percentage of English Learners who are or are at risk of being classified as Long-Term English Learners (LTEL) in accordance with Education Code 313.1;
4. The achievement of English Learners on standards-based tests in core curricular areas; ~~and~~
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309;

6. Progress toward any other goals for English Learners identified in the district's LCAP;
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above;
8. A comparison of data between the different language acquisition programs offered by the district.

The Superintendent or designee ~~also~~ shall ~~also~~ provide the Board with regular reports from any district or schoolwide English Learner Advisory Committees.

Revised: May 22, 2013

Reviewed: December 9, 2008

Adopted: March 13, 2002



## **EDUCATION FOR ENGLISH LANGUAGE LEARNERS**

### **Definitions**

~~*English Learner, also known as a limited English proficient student,*~~ means a student who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in the classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English Learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is a migratory, ~~whose does not speak English or whose native language is not a language other than English,~~ and who comes from an environment where a language other than English is dominant. ~~is not currently able to perform ordinary classroom work in English.~~ (Education Code 306; 20 USC 7801)

~~*Designated English language development*~~ means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English Learners to develop critical English language skills necessary for academic content learning in English. (5CCR 11300)

~~*Integrated English language development*~~ means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

~~*Native speaker of English*~~ means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

~~Long-Term English Learner (LTEL) means an English Learner who is enrolled in grades 6-12 and has been enrolled in schools in the United States for more than six years. - has remained at the same English language proficiency level for two or more consecutive~~

~~years as determined by the California English Language Development Test (CELDT) or any successor test, and scores far below basic or below basic on the English language arts test of the California Standards Tests or any successor test.~~

~~English learner at risk of becoming a long-term English learner means an English learner who is enrolled in grades 5-11 in the United States for four years, scores at the intermediate level or below on the CELDT or any successor test, and scores in the fourth year at the below basic or far below basic level on the English language arts test of the California Standards Tests or any successor test.~~

~~English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language.~~

~~English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English.~~

~~Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language.~~

~~Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language.~~

### **Identification and Assessment**

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not been previously identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the ~~CELDT~~ English Language Proficiency Assessments for California (ELPAC). ~~The test shall be administered between 60 calendar days before the date of first enrollment in a district school and 30 calendar days after the date of first enrollment, but not before July 1 of that school year.~~ Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the Initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

~~The CELDT shall be administered in accordance with 5 CCR 11511-11516.7.~~

~~Variations and accommodations in test administration may be provided pursuant to 5 CCR 11516-11516.7. Any student with a disability shall be allowed to take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. If he/she is unable to participate in the assessment or a portion of the assessment with such accommodations, he/she shall be administered an alternate assessment for English language proficiency as set forth in his/her IEP.~~

~~Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.~~

~~Based on the initial assessment, the student shall be classified either as Initially Fluent in English Proficient or as an English Learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the Initial ELPAC assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the Initial ELPAC assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)~~

~~Each year after a student is identified as an English Learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)~~

~~The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)~~

### **Parental Notifications**

~~The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days following receipt of the results from the test contractor.~~

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their child in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver.~~

~~The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided ~~Not~~ later than 30 calendar days after the beginning of the school year or, if the student is ~~each parent/guardian of a student participating in, or~~ identified for program participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)~~

1. The reason for the ~~identification of the student's classification~~ as an English Learner and the need for placement in a language acquisition program;
2. The level of English proficiency, ~~how the level was assessed, and the status of the student's academic achievement~~;
3. A description of the ~~language acquisition program in which the student is, or will be, participating in, for English language development instruction,~~ including a description of all of the following:
  - a. ~~The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction~~;
  - b. The manner in which the program will meet the educational strengths and needs of the student;
  - c. The manner in which the program will help the student develop ~~his/her~~ English proficiency and meet age-appropriate academic standards ~~for grade promotion and graduation~~;
  - d. The specific exit requirements for the program, the expected rate of transition from the program into ~~classrooms~~ not tailored for English Learners, and the expected rate of graduation from secondary school if applicable; ~~and~~
  - e. ~~Where~~ ~~When~~ the student has been identified ~~for to receive~~ special education ~~services~~, the manner in which the program meets the requirements of the student's IEP.

4. As applicable, the identification of a student as a long-term English Learner or at risk of becoming a long-term English Learner, as defined by Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards;
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request;
6. Information regarding a parent/guardian's option to decline to ~~allow~~ enroll the ~~student to be enrolled~~ in the program or to choose ~~to allow the student to be enrolled in an alternative~~ another program or method of instruction, if available; and
7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered.

### Parental Exception Waivers

~~A parent/guardian may, by personally visiting the school, request that the district waive the requirements pertaining to the placement of his/her child in a structured English immersion program if one of the following circumstances exists:~~

- ~~1. The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading, and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower;~~
- ~~2. The student is age 10 years or older, and it is the informed belief of the principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills; or~~
- ~~3. The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the principal and educational staff that the student has special physical, emotional, psychological, or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.~~

~~Upon request for a waiver, the Superintendent or designee shall provide parents/guardians with a full written description and, upon request, a spoken description of the intent and content of the structured English immersion program, any alternative courses of study, all educational opportunities offered by the district and~~

~~available to the student, and the educational materials to be used in the different educational program choices. For a request for waiver pursuant to item #3 above, the Superintendent or designee shall notify the parent/guardian that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the waiver must be approved by the Superintendent pursuant to any guidelines established by the Governing Board.~~

~~The principal and educational staff may recommend a waiver to a parent/guardian pursuant to item #2 or #3 above. — Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310.~~

~~When evaluating waiver requests pursuant to item #1 above and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include district standards and assessment and teacher evaluations of such students.~~

~~Parental exception waivers pursuant to item #2 above shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills.~~

~~Parental exception waivers pursuant to item #3 above shall be granted by the Superintendent if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological, or educational needs, an alternate course of educational study would be better suited to the student's overall educational development.~~

~~All parental exception waivers shall be acted upon within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to item #3 above shall not be acted upon during the 30-day placement in an English language classroom. Such waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later.~~

~~Any individual school in which 20 students or more of a given grade level receive a waiver shall offer an alternative class where the students are taught English and other~~

~~subjects through bilingual education techniques or other generally recognized educational methodologies permitted by law. Otherwise, the students shall be allowed to transfer to a public school in which such a class is offered.~~

~~In cases where a parental exception waiver pursuant to item #2 or #3 above is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court.~~

~~Waiver requests shall be renewed annually by the parent/guardian.~~

### **Language Acquisition Programs**

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parent/guardians of students rolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
  - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English Learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program;
  - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the

appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals;

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators;
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11310)

1. A description of the programs provided, including structured English immersion;
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English;
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development;
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals;
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language;
6. The process to request establishment of a language acquisition program not offered at the school;



- 7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program’s effectiveness.

**Reclassification/Redesignation**

The district shall ~~continue to~~ provide additional and appropriate educational services to English Learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. ~~until they:~~ (5 CCR 11302)

- ~~1. Demonstrate English language proficiency comparable to that of the district’s average native English language speakers; or~~
- ~~2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers.~~

**Reclassification/Redesignation**

English Learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language **mainstream** classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The ~~following measures shall be~~ procedures used to determine whether an English Learner shall be reclassified as fluent English proficient ~~shall include, but not be limited to:~~ (Education Code 313, 52164.6; 5 CCR 11303)

- 1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the **CELDT ELPAC**;
- 2. Participation of the student’s classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student;
- 3. Parent/guardian ~~opinion and consultation.~~ Involvement, including:
  - a. ~~The Superintendent or designee shall provide the Notice to parents/guardians with notice and a description of the~~ of language reclassification and placement, including a description of the reclassification process and ~~of his/her the~~ parent/guardian’s opportunity to participate; ~~in the process and shall encourage his/her involvement in the process; and~~

- b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process;
4. Student performance on an objective statewide assessment of basic skills in English that shows whether the student is performing at or near grade level.

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

~~Students~~ The Superintendent or designee shall be monitored students for at least ~~two~~ four years following their reclassification. ~~As part of this evaluation, the Superintendent or designee shall identify whether the student needs any additional academic support to ensure correct classification and placement and to determine whether any additional academic support is needed his/her language and academic success.~~

### **Advisory Committees**

A school-level English Learner Advisory Committee (ELAC) shall be established ~~At the district level~~ when there are more than 20 English Learners ~~in the district and at each~~ the school. Parents/guardians of English Learners, elected by parents/guardians of English Learners at the school, shall constitute committee membership in at least the same percentage as English Learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level ~~with more than 20 English learners, parent/guardian advisory committees~~ provided that it meets these criteria for committee membership. ~~shall be maintained to serve the advisory functions specified in law.~~ (Education Code 52176; 5 CCR 11308)

~~Parents/guardians of English learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school.~~

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of school attendance, and advising the principal and school staff in the development of a detailed master plan for English Learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)

When the district has more than 50 English Learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English Learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English Learners have membership in at least the same percentage as English Learners represent of the total number of students in the district. (Education Code 52176)

The ~~district's English language advisory committee~~ DELAC shall advise the Board on at least the following tasks: (5 ccr 11308)

1. ~~The development of~~ Developing a district master plan ~~of for~~ education programs and services for English Learners, taking into consideration the school site plans for English Learners;
2. ~~The Conducting a~~ districtwide needs assessment on a school-by-school basis;
3. ~~Establishment of~~ Establishing a district program, goals, and objectives for programs and services for English Learners;
4. ~~Development of~~ Developing a plan to ensure compliance with applicable teacher or instructional aide requirements;
5. ~~Administration of~~ Administering the annual language census;
6. ~~Review of~~ Reviewing and commenting on the district's reclassification procedures; ~~and~~
7. Reviewing ~~of~~ and commenting on the required written parental notifications. ~~required to be sent to parents/guardians pursuant to 5 CCR 11300-11316.~~

In order to assist the advisory ~~members committee~~ in carrying out ~~their its~~ responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

### LCAP Advisory Committee

When there are at least 15 percent English Learners in the district, with at least 50 students who are English Learners, a district-level English Learner parent advisory committee shall be established to review and comment on the district's local control and

accountability plan (LCAP) in accordance with BP 0460 – Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English Learners. (Education Code 52063; 5 CCR 11301, 15495)

Revised: May 22, 2013

Revised: December 10, 2008

(Replaces: BP 6180.1 Education for English Language Learners)

(Adopted: March 13, 2002)

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 11. 20/21-5075- BOARD BYLAW 9150, *STUDENT BOARD MEMBERS*

#### RECOMMENDATION

The Board of Education is requested to approve 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 Members - 2nd Rdng 051221.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.

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 ~~one at least one~~ (1) Sstudent Board Representative or one (1) Student Board Mmember.

### Student Board Representative

The term of a Student Board member Representative shall be one year, commencing on July 1. A Student Board Representatives shall have the right to attend all Board meetings except closed sessions.

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. Said representative would provide updates about school activities, student achievement, school successes, and major school endeavors.

### Roles and Responsibilities

Attendance at regularly scheduled meetings of the Board of Education will be once each month with each Student Board Representative scheduled for alternating meetings. Student Board Representatives may remain for the duration of the Board meeting to which they are scheduled. However, they may also choose to leave following their report.

Student Board Representatives shall submit their reports to the Superintendent's Office 48 hours prior to the Board meeting to ensure accuracy of information.

Each year, the Student Board Representative(s) will meet with the Board of Education at the start of the school year for orientation and communication protocol setting purposes.

If a Student Board Representative is unable to perform their duties, including the timely submission of reports, their school will be asked to find an alternate representative until such time as the Student Board Representative is able to meet their obligations to the community.

### Student Board Member

The term of Sstudent Board Mmember(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)

### 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)

Following an election for the position as a member of the ~~The~~ Associated Student Body (ASB) leadership 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 or designee, when agenda items are not understood prior to the meeting.

Student Board member shall prepare his/her report in collaboration with school principal or designee and provide a copy of this report to the Superintendent's office according to the guidelines set forth in the Student Board member orientation rules.

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)

(cf. 9130 - Board Committees)

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)

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)

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.

Each year, the Student Board member(s) will meet with the Board of Education at the start of the school year for orientation and communication protocol setting purposes.

The Superintendent or designee ~~may periodically~~ shall 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).



Petition

In the event that the position of Student Board Member is eliminated, 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)

Reviewed: April 28, 2021

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 1. 20/21-1111 - MONROVIA HIGH SCHOOL 2021 GRADUATES

#### RECOMMENDATION

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

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

#### Rationale:

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

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

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

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2021 Monrovia High School graduates is attached.

#### ATTACHMENTS

- [Monrovia High School 2021 Graduates.pdf](#)

Monrovia High School  
List of Graduates  
Class of 2021

Sophie Nicole Abellanosa-Abela	Ashley Sulite Bautista Garcia	Erin Nicole Carlson
Ashley Alfaro	Erick Beiza Aviles	Andres Cristian Carrillo
Marc Alonzo Altamirano	Luis Alex Bernal	Dylan Cobain Carrillo
Joseph Richard Anaya	Mia Taylor Betker	Christopher Carrillo Sanchez
Nathaniel Baird Anderson	Alex Johann Blaauw	Alejandro Jose Castaneda
Sebastian Anthony Andrade	Nicole Christian Blaauw	Juliana Louise Castaneda
Siena Dawn Mayo Andrews	Dominique Alexandra Blanco	Esmeralda Castellanos
Esteban Guillermo Aragon	Ficus Arnold Boell	Jacob Rudolph Castillo
Taylor Rene Arellano	Bianca Jean Bogdon	Janet Cen
Justin Robert Armstrong	Malayah Lynn Bourne	Marcus Orin Chamberlain
Avery Marie Aubert	Andrew Parker Bray	Naomi Chang
Ethan Richard Aubert	Owen Dean Britzman	Johnny Chavez
Britney Hella Avalos	Yesenia Bugarin	Luke Antonio Chiovare
Ethan Avila	Christopher Nathaniel Caire	Raymond Xavier Cisneros
Israel Mathias Avila	Natalia Mariel Calderon Echeverria	Klarissa Imani-Nia Clark
Kevin Avila	Hayley Elizabeth Calnon	Jan'yiah Marie Clowney
Henry William Baker	Matthew Isaiah Camacho	Jor'Denay Capri Collier
Gabriel Michael Banuelos	Karina Alyssa Campos	Mateo Vincent Consiglio
Jason Lee Barr	Jonathan Cano	Emonie La Shay Cooper
Jenitza Yahaira Barragan	Lilah Nichole Caputi	Skye Melissa Corona
Jocelyn Julianna Barragan	Michael Nicholas Cardona	Valdemar Corona
Aaliyah Leilani Barrios	Sydney Claire Carels	Athena Renee Corsi
Irving Daniel Bautista	Nathaniel Zachary Carino	Emily Cortes

Marley Sophia Courtney	Makai Cyro Edwards	Sydney Marie Geoffrion
David Jesus Crisostomo	Steven Edward Escarcega	Elijah Nobuo Gibson
Graciela Roxanna Cruz	Alexis Ivan Espinoza	Emma Naylyn Giron
Jeremy Ryan Cruz	Jasmine Mari Faulkner	Luke Michael Glatt
Eddie Isidro Cruz Lopez	Bryan Tyler Fedele	Sebastian Isaiah Gomez
Mireya Nayeli Cruz Lopez	Nicco Dante Ferro	Mico Jian Francisco Gonzales
Nicholas Everett Daffron	Adolfo Angel Fierros	Abraham Isaias Gonzalez
Xander Julian Davis	Edgar Adrian Figueroa	Michael Gonzalez
Kasandra Nicole De Anda	Erick Figueroa	Tessa Elyss Gonzalez
Anne Lorraine Vicente De la Rosa	Jonathan Kendall Forrey	Brooke Lauren Gould
Jasmine Michelle De la Rosa	Emily Danielle Franco	Damian Michael Guerrero
Damien Alexander Bautista DeMesa	Mercedes Adina Fredricks	Remy Ryler Gutierrez
Jasen M. Dedeaux	Melvin Jovany Galicia Diaz	Roseann Camille Gutierrez
Amanda Marie Delgado	Andy Garcia	Sebastian Gutierrez
Antonio Victor Delgado	Angelina Monique Garcia	Armando Daniel Gutierrez Garcia
Chelby Nicole Delgado	Beatriz Viridiana Garcia	Karla Lucila Guzman-Barragan
Juan Ramon Delgado	Daniel Ismael Benito Garcia	Joseph Allen Hansen
Matthew Aiden Delgado	Emmanuel Garcia	Lacey Elizabeth Hanson
James William DeLisio	Franco Garcia	Jessica Guadalupe Haro
Aidan Liam Dennis-Cavanagh	Jaime Garcia	Charlie Wayne Heatherly
Alexa Vanessa Devora	Jessie Garcia	India Shi'Ann Henderson
Mariah A'Layha Diaz	Karla Melissa Garcia	Kamora Lanae Henry
Angel Aurelio Diosdado	Omar Garcia	Christian Federick Hernandez
Angelina Katelyn Dominguez	Aranza Garduno-Santana	Lexine Ariana Hernandez
Robert Bruce Dunbar	Zoe Grace Gathers	Luis Javier Hernandez
Malinda Ann Dupree	Ethan James Gentry	Hailey Jeanette Herrera

Trey Kenneth Heyworth	Kelly Jeanne Kringen	Aidan Connor McMinimy
Darren Hoang	Sophia Francesca Pica Labio	Jim Paul Medina
Brad Russell Hollinhurst	Marcelo Ledezma	Sebastian Anthony Medina
Ethan Robert Holst	Kayla Mary Christine Lee	Alexia Paola Mejia
Zoe Elizabeth Hover	Kylene Adele Lewis	Mahira Liberty Mejia
Brandon Christian Hsiao	Madelynn Maxine Leyva	Viridiana Melgar
Michael Huerta	Isaiah James Lomax-Crowson	Baxter Lee Melisso
Syed Muhammaz Azaan Husein	Andrew Lopez	Rodrigo Mendez
Isabel Alejandra Ibarra	David Jonathan Lopez	Eduardo Rene Mendez Jandres
Ricardo Angel Ibarra-Davalos	Lourdes Angeles Lopez	Allison Eileen Menlove
Annette Jasmine Ibarra-Kenny	Ryan Eduardo Lopez-Aqueveque	Israel Mercado
Oscar Mauricio Infante	Angel Lucero	David Metry
Emem Ruth Inyang	Chloe Isabelle Miral Luis	Mia Alissa Millan
Sheza Jamal	Kylie Vanessa Macias	Vanessa Michelle Mills
Brandon Ryan Ryan Jani	Tristen Joshua Magana	Coleman Francis Mitchell
Shaylin Alyssa Jani	Michaelangelo Magdaleno Andrade	Samantha Ann Moniot
Carlos Alexander Jimenez	Celeste Marie Mains	Anthony Bambam Montano
Lesly Marlene Joj-Escun	Lysey Yaire Maldonado	Damien Montano
Vincent Javier Juarez	Adam Nicolas Marin	Nicolas Alexander Montano
Zane Hanoz Kateli	Lucas Daniel Marquez	Jordan Ivan Montoya
Zoran Hanoz Kateli	Daniela Lucero Martinez	Zachary Emil Ramirez Moore
Kyla Sanaa Keyes	Jacqueline Christine Martinez	Hazell Audrey Mora
Monique Amariana King	Victor Martinez	Nevaeh Lynn Mora-Garcia
Chase Walker Klauschie	Felipe de Jesus Martinez Hernandez	Giselle Briana Morales
Emmy Jean Kopecky	Gabrielle Joy Mata	

Joshua Isaiah Morales	Andrew Joseph Ortega	Jose Juan Ramirez
Joshua Nathaniel Morales	Manuel Esau Ortez	Sebastian E. Ramirez
Naomie Lupita Moreno	Julian Osornio	Valerie Ramirez
Zaira Yurlei Moreno	Kurt Dennis Louise Patiag	Desiree Celeste Ramos
Dominic Kentaro Morinaga	Jeffrey Keith Patridge	Janette Ramos-Vega
Joshua Keiji Morinaga	Michelle Perales	Yunuen Ramos-Vega
Jacob London Mota	Ramesses Perez	Alexis Marie Davis Rappaport
Miguel Angel Munguia	Jacob Daniel Perkins	Konrad Bernard Reinhard
Sabrina Munoz	Hannah Madeline Phan	Jacob Isaiah Reynoso
Ashlee Munoz Rivera	Ayaleth Yajaira Pimienta	Kyla Hart Richardson
Andrew Michael Nadal	Elian Pitones	Justyn Rivas
Christoher Nahui	Belen Isabel Plascenica	Vannessa Adriana Rivas
Erick Bryant Nahui	Samuel Jacob Platz	Alejandro Robles
Rosemarie Elise Najera	Keaton Davis Povinelli	Fernanda Paola Rocha Salinas
Alejandro Jesus Nava	Derick Dewaun Powell	Hector Junior Rodriguez
Anthony Nava	Chantzelor Jarvis Wilde Powers	Olivia Armida Rodriguez
Karin Tuan Nava	Alex Prasert Ortega	Garrett James Rogers
Nathaniel Thanh Nava	Jacob Pretty-Parra	Joel Romero
Gabrielle Hien Nguyen	Vanessa Alejandra Prieto	Nikka Rose Rio Romero
Zalen Xavier Novikoff-Meyer	Lance Scott Probst	Anthony Rosas
Daisy Magaly Nunez	Diego Armando Pulido	Bryanna Giselle Rubio
Katherine Nunez	Joshua Daniel Quinones	Cameron Jay Rufus
Luis Angel Ochoa	Jordan Soo Radnoti	Diana Ruiz Ochoa
Jonathan Mario Olmos	Arely Ramirez	Aziel Alfredo Ruiz-Martinez
Christopher Ornelas	Bryan Daniel Ramirez	Iris Salazar

Mohamad Fared Saleh	Cory Ashton Spaeth	Juan Carlos Valdez
Alexander Sanchez	Georgia Skye Spencer	Sean Paul Valdez
Sebastian Jose Sanchez	Matthew Kyambadde Ssemmanda	Isabella Valdiviez
Kathryn Mae Reyes Sangalang	Shaylyn Elizabeth Stephan	Angel Xavier Valenzuela
William Santiago	Mia Rose Streeter	Mateo Scott Valle
Yahir Santiago	Johnny Geramaya Soares	Erick Vargas
Clara Santiago Bautista	Kiley Marie Sullivan	Jonathan Paul Vargas
Allen Jacob Santos	Zachary David Szymkowski	Priscila Abril Vargas
Hailey Abigail Sarmiento	Ethan Isaac Tandy	Lauren Sorrel Vazquez
Emily Ruby Saucedo	Amber Bennai Tarin	Jasmin Vega
Brandon Michael Savely	Arielle Tuante Taylor	Maximo Alberto Vega
Jacob Benjamin Schrier	Kameron Kai Taylor	Daniel Jonathan Vicencio
Danielle Rose Scimeca	Trisha Telywa Taylor	Denise Sarah Vigil
Christian Joshua Deita Sebastian	Dominic Peter Teneriello	Anne Kristine Paduga Villanueva
Sergio Segura	Aaron Tesfaye Teshome	Avoryrose Angel Villanueva
Sedrea Monique Sigala	Matthew Brian Thoemmes	Dante Jude Vivanco
Jacob Peter Silva	Sophia Rhiannon Thomas	Bria-jah Destiny Waters
Diego Simuta	Nathan Barcelona Thompson	Jerry Conner Welton
Jennilee Heather Sing	Thomas Henry Thursby	Hayley Nicole Williams
Caleb Joshua Smith	Albert Tinoco	Henry Forrest Williams
Chloe Irene Smith	Christian Alejandro Torres	Jaylah Rei Williams
Malia Seriah Smith	Daniela Torres	Brenden Emilio Wilson
Malik Samir Smith	Gema Brigit Torres Flores	Emma Kate Wishnoff
Neri Ernesto Soriano	Chloe Katherine Totten	Andrew Jacob Witrago
Fayth Elizabeth Soto	Dylan Christopher Towner	Natalie Skye Woolard
Elyse Renee Souquette	Rexley Douglas Tsui	Xanthe Alexis Yopez

Justice Yuille

Jasmine Zamora

Rolando Enrique Zerimar

Jianuo Zhang



# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 2. 20/21-1112 - CANYON OAKS HIGH SCHOOL 2021 GRADUATES

#### RECOMMENDATION

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

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

#### Rationale:

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

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

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

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2021 Canyon Oaks High School graduates is attached.

#### ATTACHMENTS

- [Canyon Oaks High School 2021 Graduates - 20210505.pdf](#)

Canyon Oaks High School  
List of Graduates  
Class of 2021

Jose Alvarado Contreras	Aliyah Maruyama
Almah Alvarez	Paola Menendez Soundy
Nathan Amador	Desiree Perez
Angel Amarillas	Rene Quevedo
Genesis Arechiga	Kaylynnne Rivera
Andrew Arenas	Jeremy Robinson
Desirey Avedo	Alex Soto
Jaylen Bennett	Phillip Tolano-Montano
Jose Casteneda	Adal Torres
David Cervantes	D'Evan Valencia
Angel Chacon Luzardo	Alexander Valenzuela
Jesse Chavez	Kimberly Vega
Isacc Cruz	Emoni Waiters
Justine Delgado	
Abdiel Gutierrez Garcia	
Erik Ibarra	
Marco Jacobo Espino	
Kayla Lawson	
Kate Ledesma	
Amber Leon	
Christa Lopez	
Brandon Martinez	

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 3. 20/21-1113 - MOUNTAIN PARK SCHOOL 2021 GRADUATES

#### RECOMMENDATION

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

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

#### Rationale:

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

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

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

#### Legal References:

Board Policy 5127.

#### Additional Information:

A list of the 2021 Mountain Park School graduates is attached.

#### ATTACHMENTS

- [Mountain Park School 2021 Graduates - 20210505.pdf](#)

Mountain Park School  
List of Graduates  
Class of 2021

Maria Bautista	Andrew Limbach
Cashai Boone	Juan Lozoya
Caleb Chang	Brendan Miller
Christopher Chau	Jessica Perez
Alexa Cisneros	Mia Salazar-Najera
Casey Fernandez	Madelynn Saldana
Natalie Jimenez	Sarabia Torres
Hailey Kinyon	Chloe Smith
Adelyn Laing	Gabrielle Wright

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 4. 20/21-1114 - SCHOLASTIC ENGLISH LEARNERS INDEPENDENT PROGRAM FOR SUMMER SCHOOL 2021

#### RECOMMENDATION

The Board of Education is requested to approve a subscription to the Scholastic Literacy Pro Summer and F.I.R.S.T. Summer English Learners Independent Program for Summer School 2021.

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

#### Rationale:

English Language Development (ELD) supplemental materials will be provided by Scholastic, and used by all identified English Learner students during the summer recess, which is above and beyond what is provided for by the school sites in the core curriculum and instruction. This online ELD Support Program will enhance the English Learner's participation in other optional summer programs offered for which they qualify. A diagnostic will be given to students, via artificial intelligence, and the program will move the students forward, independently and electronically. At the end of the summer, the same diagnostic will be given to measure growth thus providing information on the viability of the program.

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

Title III funds, which are restricted and to be utilized for our English Learners, will be used to provide this supplemental online ELD Support Program. The cost to implement this program will be \$9,725.79, which includes site and district support, as well as technical assistance.

#### Legal References:

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

## ATTACHMENTS

- [SCHOLASTIC - Monrovia ELL Summer School.pdf](#)

<b>BILL TO:</b>
Monrovia USD 325 E Huntington Dr. Monrovia, CA 93721 UCN: 600001282

**Quote Number**

Mail or fax PO to:

Scholastic Inc.  
P.O. Box 7502  
Jefferson City, MO 65102  
FAX: 800-560-6815

email:

[educationorders@scholastic.com](mailto:educationorders@scholastic.com)

<b>SHIP TO:</b>

**YOUR PO#**

TOTAL FROM BELOW

\$ 9,725.79

*Digital Solutions Online Subscriptions*


*Yearly Subscriptions March 2021 - June 2022*

**CONTACT INFORMATION:**

Anna Ishihara  
LA County Account Executive  
626.710.7383  
[aishihara@Scholastic.com](mailto:aishihara@Scholastic.com)

**NEW BUSINESS**  
YOUR PRICE expires: August 31, 2021

**Items listed are subject to availability.**

DESCRIPTION	ITEM #	# Of Schools	Unit Price	10% Volume Discount	AMOUNT
 <p>Literacy Pro Summer F.I.R.S.T. Summer</p>	702578	8	\$700.00	\$630.00	\$ 5,040.00
	702578	5	\$500.00	\$450.00	\$ 2,250.00
<p><b>Customer Care Plan - Customized for Monrovia USD:</b></p> <p>This customized package will provide Monrovia USD with the necessary supports for a successful launch and implementation of the F.I.R.S.T. &amp; LitPro Program. This package includes:</p> <ul style="list-style-type: none"> <li>• Technical implementation support (*including CLEVER Users)</li> <li>• Site-based email and phone support for teachers and administrators</li> <li>• One support plan- this package provides site support for all digital programs (excluding Classroom magazines)</li> <li>• Technical readiness calls to discuss technical implementation plans and ensure FIRST program alignment to the district's implementation</li> <li>• Implementation health checks</li> <li>• End of Summer technical check-ins (District Level Administrator)</li> </ul>	733431	1	\$1,592.00		\$1,592
<p>*State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, <b>actual tax will be charged at the time of shipping</b>. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.</p>					<p><b>Subtotal</b> \$ 8,882.00</p> <p><b>*Tax 9.5%</b> \$ 843.79</p> <p><b>TOTAL</b> \$ 9,725.79</p>
Customer Service: 1-800-724-6527 Option 3					
Most deliveries in the US can be expected in	<i>Expedited orders are subject to approval</i>	<b>F.O.B. POINT</b>		<b>NEED BY DATE:</b>	<b>TERMS</b>

DESCRIPTION	ITEM #	# Of Schools	Unit Price	10% Volume Discount	AMOUNT	
approximately 2 weeks after your order/PO is received.	and will require a 14% upcharge on all products.		Jefferson City, MO			Net 30
<i>Prices subject to change - prices based on total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved.</i>						

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 5. 20/21-2131 - SERVICE AGREEMENT WITH MRS. NELSON'S BOOK COMPANY, LLC FOR TEXTBOOK AND INSTRUCTIONAL MATERIALS SURPLUS SALE AND RECYCLING

## RECOMMENDATION

The Board of Education is requested to approve a service agreement with Mrs. Nelson's Book Company, LLC to complete surplus textbook instructional materials sales and recycling activities for the District.

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

## Rationale:

The approval of the service agreement will allow the District approved vendor to sell and recycle obsolete text books and instructional materials that are in poor physical condition due to normal wear and tear, damage or composed of insufficient format.

## Background:

The Board of Education approved various textbook adoptions and declared the text book surplus last year including the secondary history and social science. Mrs. Nelson's Book Company is in the business of textbook sales, buy-back and recycling of obsolete textbooks. The company will resell and/or recycle material that is deemed to have no foreseeable value. The materials are reviewed by our Educational Services team; and approved by the Board as surplus property prior to warehouse acceptance of materials for sale and recycling coordination with vendor. Before the resale or recycle, Mrs. Nelson's Book Company will provide an inventory assessment of surplus textbooks and instructional materials including information such as ISBN number, title of materials and quantity. Auxiliary funds generated by the sale of these materials will support instructional material program. The use of the vendor will minimize disposal costs for materials that are not appropriate for re-sale and they will be recycled by the vendor at no cost to the District.

## Budget Implication (\$ Amount):

The District would generate and receive auxiliary funds thru the re-sale of obsolete, damaged and unusable textbook and instructional materials. The funding will be used for instructional material purchase.

## Legal References:

California Education Code 17604 states that a contract and/or agreement is not valid until approved by the Board of Education. Board Policy 3270/Line# 1 & 2 states



instructional materials may be considered obsolete or unusable when they contain information rendered inaccurate or incomplete by new discoveries or technologies & have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas.

**Additional Information:**

A copy of the service agreement is attached.

**ATTACHMENTS**

- [BA Item 2130\(b\) Service Agreement with Mrs Nelson's Book Co. 5-12-21.pdf](#)



## **SERVICE AGREEMENT**

This agreement dated the 12th day of May, 2021 in the County of Los Angeles, State of California, between **Monrovia Unified School District and Mrs. Nelson's Book Company**.

This Agreement is to conduct an unreserved re-sale of all board approved surplus property in the category of written instructional materials and related paper based instructional materials only.

1. **Instructional Materials: Mrs. Nelson's Book Company** agrees to pay the **Monrovia Unified School District** 100% of the current market value for all selected and identified surplus property in the category of written instructional materials and related paper based instructional materials only.
2. **Recycled Materials: Monrovia Unified School District** agrees that surplus materials not selected and identified for sale by **Mrs. Nelson's Book Company**; that are deemed to be of no nominal value and produce no profit for either party that have been physically transferred to the company; are to be disposed of at their own expense.
3. **Receipt Summary/Sales Report: Mrs. Nelson's Book Company** agrees to provide a receipt summary report/sales report outlining the surplus materials purchased by Title/ISBN, price and quantity to **Monrovia Unified School District**. The receipt summary/sales report shall be emailed to **Ricardo Harris – Director of Procurement & Business Support Services** at [rharris@monroviaschools.net](mailto:rharris@monroviaschools.net)
4. **Payment Terms: Mrs. Nelson's Book Company** shall make payment check to the **Monrovia Unified School District**. Payment made payable via check to **Monrovia Unified School District - Attention: David Conway – Director of Fiscal Services** at the following address for net proceeds of sale: 325 E. Huntington Drive, Monrovia, Ca. 91016. The check shall be made payable to **Monrovia Unified School District** no later than thirty (30) business days after sale item completion.



5. **Administrative - Bill of Lading:** “Mrs. Nelson’s Book Company” shall provide a “Bill of Lading” (BOL) to the District’s personnel upon pick-up of surplus materials from District school sites and centralized District warehouse.
6. **Mrs. Nelson’s Book Company Performance Requirements:** Mrs. Nelson’s Book Company shall communicate via email and phone to schedule and coordinate District school site and/or warehouse surplus pick-up of materials with point of contact: Ricardo Harris - Director of Procurement and Business Support Services via email: [rharris@monroviaschool.net](mailto:rharris@monroviaschool.net) and phone number (626) 471-2082.

**Mrs. Nelson’s Book Company shall** be an independent contractor for the aforementioned purpose. Employees of the vendor will not be considered for any reason to be employees of **Monrovia Unified School District**. **Mrs. Nelson’s Book Company** agrees to utilize all necessary company labor, material handling equipment, and packaging and transportation vehicles to perform satisfactory under this agreement.

It shall be the responsibility of **Mrs. Nelson’s Book Company** to obtain at their sole expense, all required licenses and permits necessary to perform under this Agreement.

7. **Monrovia Unified School District Requirements:** Warrants that owner has had merchantable title and possession of the surplus property items offered for sale; as set forth in this agreement; and grants/transfer those rights to the **Mrs. Nelson’s Book Company** for the property.

**Monrovia Unified School District** shall provide all Board approved surplus property to **Mrs. Nelson’s Book Company** at its sole discretion. **Monrovia Unified School District** shall provide an inventory outline of board approved surplus property to **Mrs. Nelson’s Book Company** via email and/or upon pick-up of the approved surplus materials at the school site or District warehouse.

8. **Indemnification:** **Mrs. Nelson’s Book Company** shall indemnify, defend and hold harmless the **Monrovia Unified School District**, its officers, administrators, directors, site leaders, employees, agents, volunteers and contractors from any and all liability, loss, expense (including reasonable attorney's fees and other defense costs) and claims imposed for damages of any nature whatsoever ; including but not limited to bodily injury, death, personal injury, or property damage arising out of connection of services rendered except in instances of gross negligent acts or omissions on the part of the **Monrovia Unified School District** officers, administrators, directors, site



leaders, employees, agents, volunteers and contractors under and in connection with any obligation under this agreement.

**Monrovia Unified School District** shall indemnify, defend and hold harmless the **Mrs. Nelson's Book Company** owners, management team, employees, agents and contractors from any and all liability, loss, expense (including reasonable attorney fees and other defense costs) and claims imposed for damages of any nature whatsoever; including but not limited to bodily injury, death, personal injury, or property damage arising out of connection of services rendered; except in instances of gross negligent acts or omissions on the part of the **Mrs. Nelson's Book Company** owners, management team, employees, agents and contractors under and in connection with any obligation under this agreement.

9. **Mrs. Nelson's Book Company** shall comply with all Federal, State, and County safety, environmental and sanitation laws under this Agreement.
10. **Disputes:** Both parties agree to handle business disputes utilizing alternative dispute resolution methods related to client account receivables such as incorrect payment amounts, missed payments, partial payments, overpayments, vendor charges, vendor over-payments, vendor accessory charges if any and fees related to government compliant matters except any matter related to indemnification outlined in paragraph 8.

**Alternative Dispute Resolution Ladder:** Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the aforementioned disputes.

- A. **Informal Mediation Service:** Both parties agree to bring two organizational management members to represent them in informal mediation. All parties agree to meet to mediate only the type of business disputes that were mentioned in the previous section above only. Good faith effort and cooperation is agreed upon by both parties and that all parties agree to conduct informal mediation within a maximum limit of three (3) months. All informal mediations may take place using virtual, phone or in-person methods.

Parties agree to schedule, attend and participate in a minimum of 10 mediation meetings to resolve disputes. Disputes not resolved within 3 months of start of mediation and/or after completion of ten (10) mediation meetings by all parties will be escalated to the next dispute resolution ladder step.



B. **Arbitration:** Both parties agree to utilize binding arbitration in the event that the dispute was not settled during informal mediation proceedings. The arbitrator will be selected mutually by both parties from a qualified and vetted list of arbitration companies or arbitrators listed within the resource directory of the “Los Angeles County Civil Courts Alternative Dispute Resolution” programs page. All parties agree to be legally bound by the final decision rendered by the arbitrator. Each party will share jointly in the total cost of the arbitration regardless of the decision rendered in one parties favor.

- 11. **Non-discrimination Clause:** Mrs. Nelson’s Book Company agrees that they will not engage in or permit subcontractors where applicable, as they may employ from engaging in discrimination in employment of persons because of race, ethnicity, color, gender, physical disability, age, marital status, religion, ADA status, ancestry, national origin or sexual orientation.
- 12. **Terms of Agreement:** The term of this agreement shall be for a period of 4 years, subject to annual renewal and will end on the 12th day of May, 2025. This agreement is not an exclusive agreement. **Monrovia Unified School District** reserves and maintains the right to legally utilize other book sellers and/or recyclers at its own discretion.
- 13. The **Monrovia Unified School District** and **Mrs. Nelson’s Book Company** have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this section shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 12th day of May, 2021.

By:  Date 5/3/2021  
Mrs. Nelson’s Book Company

By: \_\_\_\_\_ Date \_\_\_\_\_  
Katherine F. Thorossian, Superintendent

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 6. 20/21-5076- BOARD POLICY 3555, *NUTRITION PROGRAM COMPLIANCE*

## RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 3555, *Nutrition Program Compliance* 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, Food Services has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting this policy for review and approval.

### **Background:**

School districts receive regular policy updates from California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This new policy addresses nutrition program compliance requirements for County Offices of Education (COEs) that receive state or federal funding for child nutrition programs, including the designation of a compliance coordinator, duties of the coordinator, notifications, and complaints. Policy reflects NEW STATE REGULATIONS (Register 2020, No. 21) which reduce the applicability of the Uniform Complaint Procedures (UCP) for complaints regarding child nutrition programs, require that allegations of discrimination based on race, color, national origin, sex, age, or disability be referred to the U.S. Department of Agriculture, and require that complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses be referred to California Department of Education (CDE). This new policy also exhibits present specific language provided by the U.S. Department of Agriculture which must be included, and not modified in any way, in all forms of communication available to the public regarding child nutrition program availability, stating the COE's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the COE. This policy has been reviewed by the District administrators prior to presenting it for Board review and approval.

### **Additional Information:**

A copy of the proposed new Board Policy 3555 Nutrition Program Compliance is attached.

## ATTACHMENTS

- [BA Item 2132\(b\) Nutrition Program Compliance Board Policy 3555 5-12-21.pdf](#)

## **NUTRITION PROGRAM COMPLIANCE**

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

### Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants



5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary
10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

### Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition program:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (i.e. Braille, large print, audiotape, American Sign Language, etc), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <http://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
2. Fax: (202) 690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider."

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

### Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at:

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email [program.intake.usda.gov](mailto:program.intake.usda.gov)

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

### Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE.

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following:

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631

OPTION 1:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint.

OPTION 2:

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant.

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision.

Reviewed: May 12, 2021

# Agenda Item Details

Meeting Date: 2021-05-12 19:00:00

## AGENDA ITEM TITLE:

### 7. 20/21-5077 - 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:

#### ATTACHMENTS

- [Pending Board Issues 051221.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>		
<p>Student Achievement: standards &amp; plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>6/10/21: • Annual LCAP Public Review          • GATE Program Report (Board Update)</p> <p>6/23/21: • Music/Art Community Theater Report</p>	
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 26, 2021: 2021-22 Governor’s May Budget Revision</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 2021-22 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 Fall 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