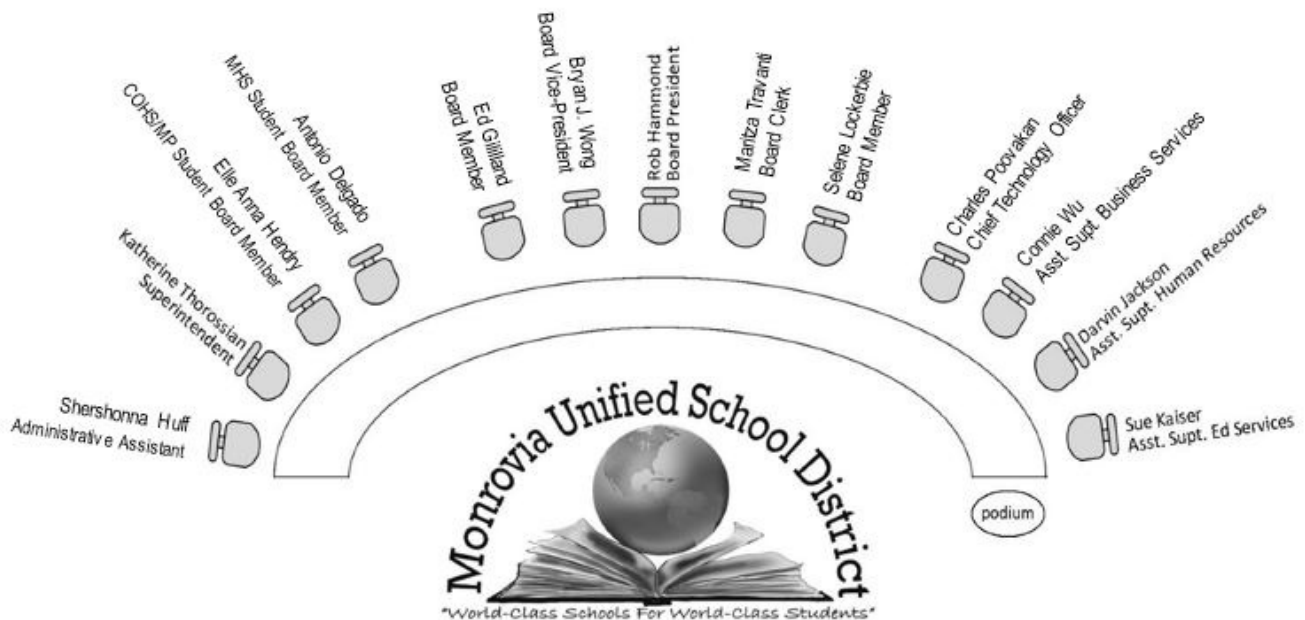




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, January 13, 2021
5:45 p.m. - Virtual Zoom Meeting

BOARD OF EDUCATION OPEN SESSION
Wednesday, January 13, 2021
7:00 p.m. - Virtual Zoom Meeting

A. CONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (5:45 p.m.)

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

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

2. Pledge of Allegiance by MHS

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 December 9, 2020.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond _____, Board Member Anderson _____, Board Member Gholar _____
Board Member Lockerbie _____, Board President Travanti _____
[BM Minutes - 120920.pdf](#)

3. Approve the Minutes of the Special Board of Education Mtg. & Annual Organizational Meeting on December 16, 2020.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond _____, Board Member Anderson _____, Board Member Gholar _____
Board Member Lockerbie _____, Board President Travanti _____
[BM Minutes - 121620.pdf](#)
[Annual Org Meeting Minutes - 121620.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education would like to congratulate the members of the **Monrovia HS FORGE Interactive Team** on winning the top three (3) awards designated by **Congresswoman Judy Chu's "Congressional App Challenge."**

2. The Board of Education would like to congratulate the members of the **Monrovia HS "Mathletes" Team**, for advancing to the semifinals of the national **Math Madness Tournament.**

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

- **Gwen Graber, Teacher - Mayflower ES**
- **Cynthia Liska, Instructional Aide SPED - Mayflower ES**
- **Berenice Paramo Garcia, Clerical Assistant I - Plymouth ES**
- **Karen Harvey Jarrett, Teacher - Plymouth ES**

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

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

2. Public Comments for items on the Open Session Agenda

H. INFORMATIONAL REPORTS AND PRESENTATIONS

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

I. CONSENT AGENDA

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

Consent Agenda Item(s) Pulled, if any: _____

Approval of Consent Agenda:

Motion by _____, seconded by _____ Vote _____

Board Member Hammond _____, Board Member Anderson _____, Board Member Gholar _____

Board Member Lockerbie _____, Board President Travanti _____

EDUCATIONAL SERVICES

1. 20/21-1071 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS (Cal-PASS Plus)

The Board of Education is requested to approve the MOU between the Monrovia Unified School District and the California Partnership for Achieving Student Success (Cal-PASS Plus).

[CALPASS PLUS MOU - 1-13-21.pdf](#)

2. 20/21-1072 - CONTRACT WITH CGI MATH TEACHER LEARNING CENTER, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

The Board of Education is requested to approve a contract with Contract with CGI Math Teacher Learning Center, LLC, a Wisconsin Limited Liability Company for six (6) days of professional development.

[CGI Math TLC Service 1-13-21.pdf](#)

3. 20/21-1074 - CONTRACT BETWEEN THINKING MAPS, INC. AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Special Contractual Agreement for the Purchase of Consulting Services and Materials between Thinking Maps, Inc. and the Monrovia Unified School District on behalf of Mayflower Elementary School.

[Thinking Maps - MAY 1-13-21.pdf](#)

4. 20/21-1075 - PERFORMANCE AGREEMENT WITH ROBERT HACKENSON, JR., DBA DYNAMIC INFLUENCE

The Board of Education is requested to approve a Performance Agreement with Robert Hackenson, Jr., dba, Dynamic Influence for two virtual vaping awareness presentations.

[Dynamic Influence 1-13-21.pdf](#)

BUSINESS SERVICES

5. 20/21-2070 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$248,821.64 issued October 2, 2020 through October 16, 2020, and payments in the amount of \$6,005,651.44 issued November 21, 2020 through December 16, 2020.

[BA Item 2070\(b-e\) Purchase Order Rpt 1-13-21.pdf](#)

6. 20/21-2071 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipt; Deposit Report No. 16 through No. 18 deposited December 7, 2020 through December 22, 2020 for a total amount of \$1,059,970.37.

[BA Item 2071\(b\) Deposit Rpts #16-#18 1-13-21.pdf](#)

7. 20/21-2073 - CUMULATIVE OBJECT SUMMARY REPORTS

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

[BA Item 2073\(b\) Cumulative Object Summary Rpt - November 2020 1-13-21.pdf](#)

8. 20/21-2074 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-09.

[Acceptance of Gifts #2021-09 01-13-21.pdf](#)

9. 20/21-2075- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements report #7 for the Monrovia Unified School District.

[Professional Service Agmts #7.pdf](#)

HUMAN RESOURCES

10. 20/21-3034 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #10.

[2021-01-13 Personnel Report 10.pdf](#)

11. 20/21-3035 - QUARTERLY UNIFORM COMPLAINT

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

[Monrovia USD UCP Reporting 2nd quarter.pdf](#)

TECHNOLOGY

12. 20/21-4014 - EXTENSION TO PROFESSIONAL SERVICE AGREEMENT WITH TITO MORAGA

The Board of Education is requested to approve an extension to a Professional Services Agreement between Monrovia Unified School District and Tito Moraga consulting services.

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – Sue Kaiser, Ed.D., Asst. Supt. of Educational Services

1. 20/21-1073 - WATER EDUCATION GRANT RECIPIENT AGREEMENTS WITH THE UPPER DISTRICT WATER EDUCATION GRANT PROGRAM

The Board of Education is requested to ratify three Water Education Grant Recipient Agreements as part of the Upper District Water Education Grant Program for Bradoaks Elementary Science Academy.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[Upper District Water Ed Grant - Edible Garden Curric Agr - BO 1-13-21.pdf](#)

[Upper District Water Ed Grant - Magnetic Wtrwy Agr - BO 1-13-21.pdf](#)

[Upper District Water Ed Grant - Weather Station Agr - BO 1-13-21.pdf](#)

2. 20/21-1076 - MONROVIA COMMUNITY ADULT SCHOOL CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) FOR GREATER AVENUES FOR INDEPENDENCE (GAIN) CLIENTS

The Board of Education is requested to ratify a contract with the Los Angeles County Office of Education to provide office skills training to Greater Avenues for Independence (GAIN) clients.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[LACOE Office Occupation Contract - 20210113.pdf](#)

3. 20/21-1077 - CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) PROMISING LEARNERS PROJECT

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) Curriculum and Instructional Services Department to provide professional development trainings focused on Social Emotional Learning, Arts Integration and Implementation support.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[LACOE Promising Learners Project CIS.pdf](#)

BUSINESS SERVICES – Connie Wu, Asst. Supt. of Business Services

4. 20/21-2076 - RESOLUTION TO APPLY FOR THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) LOWER-EMISSION SCHOOL BUS REPLACEMENT PROGRAM AND ACCOMPANYING GRANT APPLICATION FOR LOWER EMISSION SCHOOL BUS PROGRAM

The Board of Education is requested to adopt Resolution No. 2021-11 to apply for the SCAQMD Lower-Emission School Bus Replacement Program to replace district's two pre-2001 model year diesel school buses with new lower emission school buses.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[BA Item 2076\(b-c\) Resolution for Lower-Emission Bus Replacement Prgm. 1-13-21.pdf](#)

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

5. 20/21-3036 - MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND PACIFIC OAKS COLLEGE

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and Pacific Oaks College.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[Pacific Oaks College MUSD Student Teaching MOU 012021.pdf](#)

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

6. 20/21-5034 - ADOPT RESOLUTION NO. 2021-12, "A NATIONAL DAY OF RACIAL HEALING"

The Board of Education is requested to adopt resolution No. 2021-12, recognizing January 19, 2021, as a "National Day of Racial Healing," and acknowledges the deep racial divisions that exist in America and must be overcome and healed.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

[MUSD Res National Day of Healing - 011321.pdf](#)

7. 2020-5035 - DESIGNATE REPRESENTATIVE TO THE LOS ANGELES COUNTY SCHOOL TRUSTEES ASSOCIATION FOR 2020-21

The Board of Education will designate a representative to the Los Angeles County School Trustees Association.

8. 2020-5036 - DESIGNATE A BOARD LIAISON TO EACH OF THE FOLLOWING DEPARTMENTS: BUSINESS, EDUCATIONAL SERVICES, HUMAN RESOURCES, TECHNOLOGY, AND ELEMENTARY & SECONDARY TASK FORCES

The Board of Education will designate a Board Liaison to each of the following departments: Business, Educational Services, Human Resources, Technology, and Elementary & Secondary Task Forces.

9. 2020-5037 - DESIGNATE TWO BOARD MEMBERS TO PARTICIPATE IN THE LOCAL CONTROL ACCOUNTABILITY PLANNING (LCAP) MEETINGS FOR 2021-2024 SCHOOL YEARS

The Board of Education will designate two Board members to participate in the planning meetings for the development of the 2021-2024 Local Control Accountability Plan (LCAP).

10. 2020-5038 - DESIGNATE A REPRESENTATIVE TO ATTEND COMMUNITY MEETINGS: CHAMBER GOVERNMENT AFFAIRS, CHAMBER BOARD OF DIRECTORS & COORDINATING COUNCIL

The Board of Education will designate a representative to attend community meetings: Chamber Government Affairs, Chamber Board of Directors & Coordinating Council.

11. 20/21-5039 - 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 011321.pdf](#)

K. OLD BUSINESS

- January 27, 2021; 7:00 p.m. - Regular Board of Education Meeting
- February 10, 2021; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

- Martin Luther King Jr. Day (ALL SITES CLOSED) - January 18, 2021
- Pupil Free Day (ALL SITES CLOSED) - January 25, 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, December 9, 2020
6:45 p.m. - Virtual Zoom Meeting

BOARD OF EDUCATION OPEN SESSION
Wednesday, December 9, 2020
7:00 p.m. - Virtual Zoom Meeting

UNADOPTED MINUTES

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@monroviashools.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

A. CONVENED REGULAR BOARD OF EDUCATION OPEN SESSION (6:45 p.m.)

1. Called to Order at 6:45 p.m.
2. Public Comments for Items on the Closed Session Agenda
There were none.

B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:46 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 BOARD OF EDUCATION OPEN SESSION MEETING (7:00 p.m.)

1. Meeting was called to order by Board President Hammond at 7:02 p.m.
2. Pledge of Allegiance

3. Roll Call:

Rob Hammond, President	Present	Katherine Thorossian, Superintendent	Present
Bryan J. Wong, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Maritza Travanti, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present
Selene Lockerbie, Member	Present	Connie Wu, Asst. Supt. of Bus. Svcs.	Present

Ed Gililand, Member Present Charles Poovakan, Chief Tech. Officer Present
MHS Student Board Member Antonio Delgado Present

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

E. ORDER OF BUSINESS

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

There were none.

2. Approved the Minutes of the Special Jt. Board/ PC Mtg. on November 18, 2020.

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

Board Member Gililand – Y, Board Member Lockerbie – Y, Board Member Travanti - Y,

Board Member Wong – Y, Board President Hammond – Y

[Special Jt. Board PC Minutes - 111820.pdf](#)

3. Approved the Minutes of the Regular Board of Education Mtg. on November 18, 2020.

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

Board Member Gililand – Y, Board Member Lockerbie – Y, Board Member Travanti - Y,

Board Member Wong – Y, Board President Hammond – Y

[BM Minutes - 111820.pdf](#)

F. COMMUNICATIONS

1. Board Member Reports

- **Board Member Lockerbie** informed the community about a special drive being hosted by Clifton MS, where gift certificates from local grocery stores were collected and distributed to local families over the holiday season.

2. Student Board Member Report

3. Report from the Superintendent

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

Please send all public comments to publiccomments@monroviashools.net. You may indicate whether you wish to have your comment read during public comments, or if about an agendaized 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.*

MTA President Anne Battle shared comments and concerns of teachers on behalf of the Monrovia Teachers Association (MTA) regarding the development of a hybrid learning model.

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

There were none.

H. INFORMATIONAL REPORTS

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

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. 20/21-1066 - ADOPTION OF RECOMMENDED TEXTBOOKS

The Board of Education is requested to adopt the following textbooks for elementary History-Social Science and TK-12 Science:

Grades TK-5:

Social Studies Alive! by TCI for History-Social Science, \$231,931.51

Discovery Science, by Discovery Education for Science, \$462,632.64

Grades 6-8:

Amplify Science, by Amplify for Science, \$246,725.39

The Living Earth, by Houghton Mifflin Harcourt for Science: Biology, \$47,646.30

Chemistry in the Earth, by Houghton Mifflin Harcourt for Science: Chemistry, \$52,076.00

Physics in the Universe, by Houghton Mifflin Harcourt for Science: Physics, \$16,400.18

2. 20/21-1069 - DISCOVERY EDUCATION STANDARD TERMS WITH CALIFORNIA STUDENT DATA PRIVACY AGREEMENT AND ORDER

The Board of Education is requested to approve a Discovery Education's Standard Terms with California Student Data Privacy Agreement and Order for all five elementary schools, as well as Mountain Park School.

[Discovery-School Site Contracts.pdf](#)

[CUSD CSDPA Discovery with E compressed.pdf](#)

BUSINESS SERVICES

3. 20/21-2061 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$125,862.16 issued September 18, 2020, through October 2, 2020, and payments in the amount of \$209,595.55 issued November 5, 2020 through November 20, 2020.

[BA Item 2061\(b-e\) Purchase Order Report 12-9-20. pdf](#)

4. 20/21-2062 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipt; Deposit Report No. 13 through No. 15 deposited November 17, 2020 through November 30, 2020 for a total amount of \$439,767.04.

[BA Item 2062\(b\) Deposit Rpts #13-15 12-9-20. pdf](#)

5. 20/21-2063 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2063\(b\) Budgetary Transfers 12-9-20.pdf](#)

6. 20/21-2064 - CUMULATIVE OBJECT SUMMARY REPORTS

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

[BA Item 2064\(b\) Cumulative Object Summary Rpt - October 2020 12-9-20.pdf](#)

7. 20/21-2065 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-08.

[Acceptance of Gifts Report No. 2021-08. pdf](#)

8. 20/21-2066 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements report #6 for the Monrovia Unified School District.

[Professional Service Agmts #6. pdf](#)

9. 20/21-2069 - SUPER CO-OP ANNUAL RENEWAL FOR SCHOOL YEAR 2021-2022

The Board of Education is requested to approve the Super Co-Op Annual Renewal for the 2021-22 School year for assignment of USDA Foods for our child nutrition program. [BA](#)

[Item 2069\(b\) Super Co-Op Annual Renewal for SY2021-22 12-9-20.pdf](#)

HUMAN RESOURCES

10. 20/21-3032 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #9.

[2020-12-09 Personnel Report 9. pdf](#)

BOARD BUSINESS

11. 20/21-5030- BOARD POLICY 0470, COVID-19 MITIGATION PLAN

The Board of Education is requested to adopt Board Policy 0470 COVID-19 Mitigation Plan, as recommended by the California School Board Association.

[BP 0470 COVID 19 Mitigation Plan.pdf](#)

12. 20/21-5031 – BOARD BYLAW 9110, TERMS OF OFFICE

The Board of Education is requested to adopt Board Bylaw 9110, Terms of Office, as recommended by the California School Board Association.

[BB 9110 - Terms of Office Adoption 120920.pdf](#)

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES - Sue Kaiser, Ed.D., Asst. Supt. of Ed. Services

1. 20/21-1065 - LOCAL CONTROL FUNDING FORMULA BUDGET OVERVIEW

The Board of Education is requested to adopt the Local Control Funding Formula (LCFF) Budget Overview for the 2020-2021 School Year.

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

[LCFF Budget Overview for Parents.pdf](#)

2. 20/21-1068 - TOBACCO-USE PREVENTION EDUCATION/ VAPING AWARENESS MINI GRANT COMMITMENT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE)

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

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

[LACOE TUPE MiniGrant Commitment form 1 2 -9-20. pdf](#)

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

3. 20/21-2067 - FIRST INTERIM REPORT FOR THE 2020-21 FISCAL YEAR

The Board of Education is requested to approve a qualified certification that the Monrovia Unified School District will be able to meet its financial obligations for the 2020-21 fiscal year and the subsequent two fiscal years.

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

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

[2020-21 First Interim Report Narrative.pdf](#)

TECHNOLOGY - *Charles Poovakan, Chief Technology Officer*

4. 20/21 - 4013 - APPROVAL OF SERVER SUPPORT WITH ISSQUARED, INC. FOR OUR DISTRICT SERVERS

The Board of Education is requested to approve server support with ISSquared, Inc. for MUSD's core Dell servers.

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

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

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

5. 20/21-5032 - BOARD DISCUSSION TO NAME THE DISTRICT OFFICE LOBBY AFTER MIMI MENCY

Board President Hammond proposed naming the lobby of the District Administration Center after former MUSD Board of Education member Mimi Mency.

Board Member Travanti motioned that the District lobby be named after former Board member Mimi Mency, seconded by Board President Hammond, **Vote 5-0**

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

6. 20/21-5033- 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 120920.pdf](#)

K. OLD BUSINESS

- December 16, 2020; 4:00 p.m. - BOE Annual Organizational Meeting
- January 13, 2021; 7:00 p.m. - Regular Board of Education Meeting
- January 27, 2021; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

- Informational Webinar "Developing a Hybrid Model of Learning" - December 10, 2020; 10am & 6pm
- Winter Break (ALL SITES CLOSED) - December 21, 2020 - January 1, 2021 Martin
- Luther King Jr. Day (ALL SITES CLOSED) - January 18, 2021
- Pupil Free Day (ALL SITES CLOSED) - January 25, 2021
- **Board Clerk Travanti** requested that Dr. Thorossian send a survey to secondary students as a “wellness check” to check-in with them and their mental health. **Board Clerk Travanti** also requested of Dr. Thorossian to coordinate a Zoom meeting between the Board of Education and MHS student leadership.

- **Board Member Lockerbie** requested that Student Board members be included more into Board member processes and receive more information regarding District functions as is allowable.
- M. Board President Hammond** held a moment of silence for all the members of the community we lost over the past year.
- N. Board President Hammond ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 8:37 p.m.**

Dr. Katherine Thorossian, Superintendent & Board Secretary

Traci Gholar, Board Secretary



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

SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, December 16, 2020

4:00 p.m. - Virtual Zoom Meeting

ANNUAL ORGANIZATIONAL MEETING

Wednesday, December 16, 2020

4:00 p.m. - Virtual Zoom Meeting

**ANNUAL MEETING OF THE MONROVIA UNIFIED
SCHOOL DISTRICT FINANCING CORPORATION**

Wednesday, December 16, 2020

UNADOPTED MINUTES

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@monroviashools.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

A. CONVENED SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING (GC54959)

1. Meeting was called to order by Board President Hammond at 4:05 p.m.
2. Pledge of Allegiance

3. Roll Call:

Rob Hammond, President	Present	Katherine Thorossian, Superintendent	Present
Bryan J. Wong, Vice Pres.	Present		
Maritza Travanti, Clerk	Present		
Selene Lockerbie, Member	Present		
Ed Gililland, Member	Present		

4. Public Comments for items on the Special Board of Education Meeting agenda
City of Monrovia Councilmember Larry Spicer shared congratulations and thanks to exiting Board members Bryan J. Wong and Ed Gililland for their years of service to the students of Monrovia Unified School District.

B. RECOGNITIONS

1. The Monrovia Unified School District thanked **Board Vice-President Bryan J. Wong** for his years of service to the staff and students of the District.

2. The Monrovia Unified School District thanked **Board Member Ed Gililand** for his years of service to the staff and students of the District.

- C. **Board President Hammond RECESSED the SPECIAL BOARD OF EDUCATION MEETING at 4:35 p.m.**
- D. **CONVENED BOARD OF EDUCATION ANNUAL ORGANIZATIONAL MEETING at 4:44 p.m. (see attached separate agenda)**
- E. **RECONVENED SPECIAL BOARD OF EDUCATION MEETING at 4:54 p.m.**
- F. **REMARKS FROM BOARD PRESIDENT**
- G. **WITHOUT ADJOURNING THE SPECIAL BOARD OF EDUCATION MEETING CONVENED THE ANNUAL MEETING OF THE MONROVIA UNIFIED SCHOOL DISTRICT FINANCING CORPORATION**

1. Board President Travanti called the meeting to order at 4:58 p.m.

2. Public Comment
There were none.

3. Designated Officers for the Monrovia Unified School District Financing Corporation pursuant to the By-Laws of Same (Article IV, Section 4.02)

4. Annual Report of Corporation Activities 2019-2020 (See attached Annual Report)

5. Other Business

ANNUAL REPORT OF CORPORATION ACTIVITIES 2019-20

[Annual Meeting of Financing Corp Rpt. 12-16-20. pdf](#)

- H. **Board President Travanti ADJOURNED THE ANNUAL MEETING OF THE MONROVIA UNIFIED SCHOOL DISTRICT FINANCING CORPORATION at 5:03 p.m.**

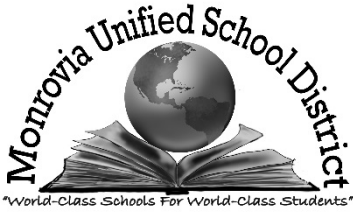
I. **DATES TO CALENDAR**

- Winter Break (ALL SITES CLOSED) - December 21, 2020 - January 1, 2021
- Regular Board of Education Meeting - January 13, 2021: 7pm

- J. **Board President Travanti ADJOURNED the SPECIAL BOARD OF EDUCATION OPEN SESSION MEETING in memory of Joanne Montgomery at 5:07 p.m.**

Dr. Katherine Thorossian, Superintendent & Board Secretary

Traci Gholar, Board Clerk



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

ANNUAL ORGANIZATIONAL MEETING

Wednesday, December 16, 2020

4:00 p.m. - Virtual Zoom Meeting

UNADOPTED MINUTES

AGENDA

1.0 CONVENED ANNUAL ORGANIZATIONAL MEETING

1.1 Meeting called to order by Board President Hammond at 4:44 p.m.

1.2 Roll call

1.3 Public Comments for Items on the Organizational Meeting Agenda
There were none.

1.3.1 Dr. Thorossian Administered the Oath of Office to Traci Gholar

1.3.2 Dr. Thorossian Administered the Oath of Office to Jennifer Anderson

1.3.3 Dr. Thorossian Administered the Oath of Office to Rob Hammond

1.4 Dr. Thorossian was Appointed Chairperson Pro-Tem

1.5 Election of Officers:

A. President: Board Member Hammond nominated Board Member Travanti for Board President; nomination was seconded by Board Member Lockerbie; vote was unanimous.

Maritza Travanti was elected Board President.

B. Vice President: Board Member Travanti nominated Board Member Lockerbie for Board Vice-President; nomination was seconded by Board Member Hammond; vote was unanimous.

Selene Lockerbie was elected Board Vice-President.

C. Clerk: Board Member Lockerbie nominated Board Member Gholar for Board Clerk; nomination was seconded by Board Member Travanti; vote was unanimous.

Traci Gholar was elected Board Clerk.

D. Secretary: Dr. Thorossian was unanimously voted to remain Board Secretary.

1.6 Election of Board Member to represent the District in the election of members to the County Committee on School District Organization for 2020-21:

Maritza Travanti elected Board Member Hammond; the vote was unanimous; **Rob Hammond was elected as Board rep for the County Committee on School District Organization for 2020-21.**

1.7 Authorized signature certification for the Los Angeles County Office of Education for the period of December 16, 2020, through December 10, 2021:

Motion by Board Member Hammond, seconded by Board Member Travanti

Vote 5-0

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

Board Member Lockerbie - Y, Board Member Travanti - Y

- 1.8 **Appointed Board President Travanti as the Board's Representative for 2020-21 for negotiation of the Superintendent's contract and compensation as directed by the Board. Also to serve as the Liaison to the Superintendent department and Liaison Committee.**
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 Member Travanti – Y
- 1.9 Adopted Resolution for Payment of Board Members Pursuant to Education Code Section 35120.
Motion by Board Member Hammond, seconded by Board Member Travanti **Vote 5-0**
Board Member Hammond - Y, Board Member Anderson - Y, Board Member Gholar – Y,
Board Member Lockerbie - Y, Board Member Travanti – Y

2.0 ADJOURNED ANNUAL ORGANIZATIONAL MEETING at 4:53 p.m.

Dr. Katherine Thorossian, Superintendent & Board Secretary

Traci Gholar, Board Secretary

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

1. 20/21-1071 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS (Cal-PASS Plus)

RECOMMENDATION

The Board of Education is requested to approve the MOU between the Monrovia Unified School District and the California Partnership for Achieving Student Success (Cal-PASS Plus).

Rationale:

Cal-PASS Plus is a resource that will support the MUSD vision of “Achieving Students”, as well as enhance our College-Bound Culture through the collection, analysis, and sharing of student data with selected educational institutions. Cal-PASS Plus will utilize this data to track student performance and improve student success from elementary through college through a consortium of educational institutions by facilitating the transfer of data. Quality classroom instruction guided by the use of assessment data is key to enabling student success. The data tracked by Cal-PASS Plus will be accessible to MUSD administrators and instructional staff to develop and enhance programs, curriculum, and instruction to enhance student achievement. All data shared will comply with the Family Education Rights and Privacy Act to maintain confidentiality of student data.

Background:

Cal-PASS Plus is a data sharing opportunity which the District has been using since 2008, and another portion of our partnership with Citrus College. This additional partnership allows MUSD to branch out to all community colleges, CSU, and UC campuses and selected private colleges and universities. The opportunity to share and track student achievement data K-16 will allow MUSD to continue to focus on student achievement by using this data to refine our programs and instruction.

Budget Implication (\$ Amount):

There is no cost to District associated with this MOU.

Legal References:

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

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [CALPASS PLUS MOU - 1-13-21.pdf](#)



CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding (“MOU”),
[Institution Name] Monrovia Unified School District (“Institution”) agrees
to become a member institution of the California Partnership for Achieving Student Success (“Cal-Pass Plus”) and to be bound by all terms and conditions of this MOU.

RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation (“ERP”) together with San Joaquin Delta College (“SJDC”) and the California Community Colleges Chancellor’s Office (“CCCCO”). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding (“Cal-PASS Plus Members”). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12th grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC’s) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

“**Cal-PASS Plus Parties**” shall have the meaning assigned to such term in Article 2.

“**Cal-PASS Plus**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**Cal-PASS Plus Data**” means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to time and which data elements have been provided to Cal-PASS Plus.

“**Cal-PASS Plus Members**” shall have the meaning assigned to such term in Recital A.

“**CCCCO**” shall have the meaning assigned to such term in Recital A.

“**ERP**” shall have the meaning assigned to such term in Recital A.

“**FERPA**” shall mean the Family Education Rights and Privacy Act of 1974.

“**Institution**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU Addenda**” shall have the meaning assigned to such term in Section 2.

“**Partner Organizations**” shall mean ERP, SJDC and CCCCCO.

“**SJDC**” shall have the meaning assigned to such term in Recital A.

“**Termination Event**” shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution’s insolvency.

ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDC and CCCCCO (collectively, “**Cal-PASS Plus**”) share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner

consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus (“**MOU Addenda**”). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus’ ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

ARTICLE 3. DATA SHARING

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

A. Confidentiality and Security of Data

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with all federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.
2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.
3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.
4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.
5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.
6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.
7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality

agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

10. Institution shall ensure that any and all disclosures of Cal-PASS Plus Data comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

B. Method of Transfer

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

C. Disposition of Data

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

ARTICLE 4. INDEMNIFICATION

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

ARTICLE 5. ENTIRE AGREEMENT

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

Institution represents and warrants that:

- 1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
- 2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
- 3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
- 4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
- 5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

ARTICLE 7. ASSIGNMENT

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

ARTICLE 8. SEVERABILITY

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

ARTICLE 9. WAIVER

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

ARTICLE 10. MODIFICATION AND AMENDMENTS

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

ARTICLE 11. TERM

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

ARTICLE 12. TERMINATION

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing Cal-PASS Plus in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may

become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

ARTICLE 14. EXECUTION AND DELIVERY OF MOU

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the “Authorized Officer” represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

Authorized Officer Signature: _____

Date: January 13, 2021

Institution Name: Monrovia Unified School District

Print Name: Katherine Thorossian Ed.D.

Title: Superintendent

Phone: 626-471-2000 **Email:** kthorossian@monroviaschools.net

MOU Submission

This MOU may be signed and completed via Echosign by visiting this URL [<https://www.calpassplus.org/CalPASS/Join/NewMou.aspx>], by e-mail to [outreach@edresults.org] or by US Mail addressed as follows:

Educational Results Partnership
Attn: Cal-PASS Plus
428 J Street, Suite 320
Sacramento, CA 95814

If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.

Designation of Contacts for Cal-PASS Plus

Name of Institution/District: Monrovia Unified School District

Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.

Name: Catherine Real, Ed.D.

Title: Director of Counseling, College and Careers

Phone Number: 626-471-2034

Email Address: creal@monroviaschools.net

Data Submission Contact: This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.

Name: Javier De La O

Title: Data Support Specialist

Phone Number: 626-471-2017

Email Address: jdelao@monroviaschools.net

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

2. 20/21-1072 - CONTRACT WITH CGI MATH TEACHER LEARNING CENTER, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

RECOMMENDATION

The Board of Education is requested to approve a contract with Contract with CGI Math Teacher Learning Center, LLC, a Wisconsin Limited Liability Company for six (6) days of professional development.

Rationale:

In alignment with the district's goal to promote professional learning, this contract with CGI Math Teacher Learning Center is being presented for approval. Cognitively Guided Instruction (CGI) professional development enhances teachers' abilities to teach math with understanding through a focus on students' mathematical thinking. CGI teachers start with what students know and build on their intuitive problem-solving processes so that each and every student grows in their understanding of rigorous math concepts. Research shows that CGI increases: students' math achievement, students' problem-solving experiences and teachers' math knowledge. Each of our CGI PD sessions are designed to help teachers engage students with their specific Math Standards of their state. This contract allows for 6 days of virtual professional development for Bradoaks Elementary, Plymouth Elementary, and Wild Rose School of Creative Arts teachers as follows: • Three (3) days of Cognitively Guided Instruction for grades TK-2 on January 15, 2021, January 25, 2021, and February 5, 2021; and • Three (3) days of Cognitively Guided Instruction for grades 3-5 on January 15, 2021, January 25, 2021, and February 5, 2021.

Budget Implication (\$ Amount):

The cost for this Agreement is \$14,160 and will be paid from Cotsen grant fund allocations and Title I.

Legal References:

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

Additional Information:

A copy of the Contract is attached.

ATTACHMENTS

- [CGI Math TLC Service 1-13-21.pdf](#)



Teacher Professional Learning Service Contract #2016

This contract (“Contract”) is made and entered into effective December 7, 2020 between CGI Math Teacher Learning Center LLC, a Wisconsin limited liability company (“Company”) and **Monrovia Unified School District** (“Contracting Agency”). The parties agree as follows:

Services

Company agrees to provide the following services (“Services”) to Contracting Agency:

3 days of Cognitively Guided Instruction PK - 2 Professional Development
January 15, 2021; January 25, 2021; February 5, 2021
8:00 – 3:00 Pacific Time

3 days of Cognitively Guided Instruction 3 - 5 Professional Development
January 15, 2021; January 25, 2021; February 5, 2021
8:00 – 3:00 Pacific Time

All Services will be completed between January 1, 2021 and May 30, 2021.

Payment for Services

Contracting Agency agrees to pay Contractor **\$14,160** for the Services, which is based on a rate of \$2,360 per day for 6 days.

Company shall issue invoices to Contracting Agency following completion of the Services, or portions thereof. Payment shall be due within 30 days of the date of the invoice from Company, unless otherwise noted on the invoice.

Other Contract Conditions

- Sessions will be offered in a remote learning format
- Contracting Agency is responsible for ensuring that each participant has use of a computer with a camera, microphone and speakers as well as access to the internet during the sessions.

- **Schedule Changes by Contracting Agency**
If Contracting Agency deems it necessary to reschedule or cancel any portion of the Services for any reason. Contracting Agency must provide written notice of rescheduling and new dates must be agreed upon by both parties. There will be no fees associated with rescheduling.
- **Schedule Changes by Company**
If Company deems it necessary to reschedule any portion of the above Services for any reason, including but not limited to instructor illness, Company will reschedule Services or provide a substitute instructor, as Company deems appropriate under the circumstances. If new dates are chosen, both parties must agree on the new dates. Company will provide written notice of rescheduling. There will be no fees or credits associated with rescheduling.
- **Cancellation of Services**
If Contracting Agency cancels all or a portion of the services 30 days or less before the service or portion of the service is scheduled to occur, Contracting Agency will pay a cancellation fee equal to 30% of the amount that would have been charged for services cancelled. Contracting Agency must provide written notice of cancellation.
- **Cancellations related to COVID-19 conditions.**
Contracting Agency may reschedule or cancel the Services (or portion thereof, as applicable) to the extent that the party cannot perform its obligations under the Contract with respect to the Services (or applicable portion thereof) as a result of the following due to changes in COVID-19 conditions.
 - Closure of the Contracting Agency's schools; or
 - Changes from remote instruction to brick and mortar instruction (either for the entire student body or a portion of the student body) on or before the dates of the scheduled sessions.

Contracting agencies will not be charged a cancellation fee for cancellations described in the bullet points above. In the event a party desires to reschedule or cancel the Services (or portion thereof) pursuant to this condition, that party shall provide written notice to the other party as soon as practicable after the party determines that the Services (or applicable portion thereof) must be rescheduled or cancelled. The written notice shall include: (a) an identification of the portion(s) of the Services to be rescheduled or cancelled; and (b) a statement of the specific reason(s) for the requested rescheduling or cancellation.

- **Reassignment of Professional Development Leader**
Company reserves the right, in its sole discretion, to reassign a different instructor to provide the Services in place of the Professional Development Leader named above.
- **Photocopies**
At least 10 business days before the start of the Services, Company will provide Contracting Agency with masters of all service-related consumable print materials which Contracting Agency shall, at its cost, duplicate (one copy for each participant). Contracting Agency will inform Company if they prefer to have electronic copies of consumable print materials shared directly with participants.
- **Books for participants**
Contracting Agency will provide a copy of *Children's Mathematics: Cognitively Guided Instruction* by Thomas Carpenter and colleagues to each participant in the PK-2 seminar.

Contracting Agency will provide a copy of *Extending Children's Mathematics: Fractions and Decimals* by Linda Levi and Susan Empson to each participant in the 3-5 seminar.
- **Contact sign by date**
This contract is contingent upon Company receiving a signed copy of this contract prior to January 14, 2021.

Governing Law and Venue

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if MUSD is the party initiating that action (e.g. as plaintiff), this Agreement shall be interpreted under Wisconsin law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Dane County, Wisconsin and (ii) if the CGI Math Teacher Learning Center LLC is the party initiating the action (e.g. as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles County, CA and venue for the action shall be in Los Angeles, CA.

Entire Contract

This contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of the Contract. This Contract may not be amended orally, but only in writing and signed by the parties.

Signatures

This Contract may be signed in counterparts. An electronic transmission of a signed contract will be considered an original signed contract. Company will mail a paper copy of the signed Contract to the Contracting Agency at the request of the Contracting Agency.

In witness of their agreement, the parties listed below hereby agree to the contract conditions set forth above and have executed this Contract effective as of the date written above.

CGI Math Teacher Learning Center LLC

By: 
Linda Levi, Authorized Member
305 Acadia Drive
Madison, WI 53717
608-335-2149

Monrovia Unified School District

By: _____

Name (print): Katherine Thorossian, Ed.D.

Title: Superintendent

Billing Information (please indicate who invoices should be sent to)

Name Monrovia Unified School District

Address ATTN: Accounts Payable

325 E. Huntington Drive

City, State, Zip Monrovia, CA 91016

Email dwang@monroviaschools.net

Phone 626-471-2059

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

3. 20/21-1074 - CONTRACT BETWEEN THINKING MAPS, INC. AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a Special Contractual Agreement for the Purchase of Consulting Services and Materials between Thinking Maps, Inc. and the Monrovia Unified School District on behalf of Mayflower Elementary School.

Rationale:

In alignment with the goals of the Monrovia Unified School to promote professional learning, this contract is being made to provide a virtual half-day coaching professional development in Write From the Beginning...and Beyond, on January 25, 2021. This professional development will serve to improve writing instruction and strategies across grade levels. Write From the Beginning and Beyond is a K-8 comprehensive, systemically structured, writing curriculum designed to assist educators and students in developing the knowledge and skills necessary for age-appropriate and domain-specific writing achievement. Each of the domains of writing utilizes a combination of modeling, analytic rubrics, and mini-lessons that focus on the essential elements of effective writing. With our curriculum model, students have consistently demonstrated the ability to produce writing that is more authentic, more engaging, and better organized, while never being flat or monotonous.

Budget Implication (\$ Amount):

The cost for the professional development is \$900.00 and will be paid by Title 1 funds.

Legal References:

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

Additional Information:

A copy of the Special Contract Agreement for the Purchase of Consulting Services and Materials is attached.

ATTACHMENTS

- [Thinking Maps - MAY 1-13-21.pdf](#)



12/17/2020

Ms. Michele Costarella, MA.Ed.
Mayflower Elementary
210 North Mayflower Avenue
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide virtual professional development for your staff. According to our records, we have Monica Villagra scheduled for your Virtual WFBB Coaching beginning on 1/25/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$900.00 for 1 half day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Mayflower Elementary.

Best Regards,

Dan Courtney
Office Manager

401 Cascade Pointe Lane ~ Cary, NC ~ 27513 ~ 1-800-243-9169 ~ FAX 919-678-8782



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12154 (will appear on your invoices for these days)

This agreement entered into on **12/17/2020**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Mayflower Elementary

210 North Mayflower Avenue

Monrovia, CA 91016

The Contractor shall perform Virtual Consulting Services (hereinafter, “Services”) for the Customer via online delivery according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$900.00** per day for a total of **1** half day(s). The following dates are scheduled: **1/25/2021 from 8:00a-11:00a PST**

The Contractor shall commence performance of this agreement on **1/25/2021** . Any changes to dates on this agreement must be performed no later than **12/17/2021**.

Cancellation / Date Change Policy

Ten (10) business days advance notice in writing via email (dan@thinkingmaps.com) or fax (919-678-8782) is required for any contract cancellations or date changes. If the Customer cancels the contract or changes a scheduled training date within 10 business days of the contracted date, the Customer will be billed for all consultant fees, unless the cancellation or change is the result of “acts of God” or *force majeure*.

**Special Contractual Agreement for
Purchase of Consulting Services and Materials**

Contract #: 12154
Consultant Name: Ms. Monica Villagra
Description of Training: Virtual WFBB Coaching

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

12/17/2020

Please mail or fax a signed copy of this contract within 15 business days
from (**12/17/2020**) to:

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, NC 27513
Fax: (919) 678-8782

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

4. 20/21-1075 - PERFORMANCE AGREEMENT WITH ROBERT HACKENSON, JR., DBA DYNAMIC INFLUENCE

RECOMMENDATION

The Board of Education is requested to approve a Performance Agreement with Robert Hackenson, Jr., dba, Dynamic Influence for two virtual vaping awareness presentations.

Rationale:

As part of MUSD Tobacco Use and Prevention Education Programs (TUPE), this Performance Agreement is being presented to approval. This Agreement would allow for engaging, anti-vaping assemblies to be held at our middle schools and Monrovia High School, as well as a parent presentation to assist parents with anti-vaping education and communication with their children about the dangers of vaping. These activities are part of a larger group of deliverable actions that comprise our TUPE Youth Engagement to Address Tobacco-Related Health Disparities Grant.

Background:

This highly interactive presentation focuses on enlightening students on the risks of vaping and exposes misperceptions associated with vaping. The presenter will touch upon commonly known dangers students may already know, then dive deeper by educating students/parents on much less known medical studies and other eye-opening information. Students need to all of the facts in order to make well educated decisions. Topics presented will include: marketing messages of tobacco and vaping companies vs. the Truth, the vaping craze and what students don't know, power of influence and perception, dangers of smokeless tobacco, what students need to know about teen marijuana use, and how to make smart choices. This is the contract for a date to be determined in the 20-21 school year.

Budget Implication (\$ Amount):

Total cost for the consultant's contract is \$2,300.00. Costs will be paid from Supplemental and Concentration funds.

Legal References:

California Health and Safety Code Section 104420 [n][2]. Education Code 17604 requires contracts and agreements to be approved by the Board of Education.

Additional Information:

A copy of the Performance Agreement is attached.

ATTACHMENTS

- [Dynamic Influence 1-13-21.pdf](#)



Performance Agreement

This Agreement is made on December ____, 2020 by and between Robert Hackenson, Jr. dba Dynamic Influence (hereinafter referred to as “Talent”) and the Monrovia Unified School District (hereinafter referred to as “District”). In consideration of the mutual promises made by each to the other, Robert Hackenson “Talent” and Monrovia Unified School District agree as follows:

1. **Performance Services** Monrovia Unified School District agrees to engage Robert Hackenson, Jr., at the times and places specified below.

2. **Expense** All travel costs are included in pricing, except in instances of all virtual presentations, where travel costs are excluded.

3. **Talent, Time & Place** The parties agree that the Talent will appear at the following times and place:

Talent(s): Present 2 Virtual Vaping Awareness Edutainment Presentations (can be live streaming and/or pre-recorded, and there will be 4 month access to the recorded versions).

Date: TBD

Venue: TBD

Time: Student Presentation TBD and Parent Presentation TBD

Contact: *Dr. Catherine Real*

4. **Consideration** For these performances, District agrees to pay Talent the total sum of two-thousand three hundred dollars (\$2,300.00). Payment is to be issued immediately upon completion of performances, due and payable within thirty (30) business days to Talent.

5. **License** By this Agreement, the District grants the Talent a license to enter and remain upon the premises of the District in connection with this performance including reasonable amounts of time to set-up and remove any props or other materials required for the performance described in paragraph three (3) above.

6. **Liquidated Damages** The parties agree in the event of a default or any other breach of this Agreement by either party, to limit the damages to be paid by the defaulting party to the other party the sum set forth in paragraph four (4) above. In the event of an unexpected cancellation on the part of the District, District agrees to pay 50% of the Talent’s fee. In the event of unexpected cancellation on the part of Talent, Talent agrees to pay expenses incurred, such as subs and/or extra hours, if any, in anticipation of event.

7. **Governing Law** Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if District is the party initiation the action (e.g., as plaintiff), this Agreement shall be interpreted under Massachusetts law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Suffolk County, Massachusetts, and venue for the action shall be Boston, Massachusetts, and (ii) if Talent is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles County, California, and venue for the action shall be Los Angeles, California, where the customer is located.

8. **Insurance** Talent's and Subprovider's Insurance. Talent shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker’s compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

Phone: (508) 963-5555 / email: info@dynamicinfluence.com
3 Rolling Hill Rd. / Shrewsbury, MA 01545 / www.dynamicinfluence.com



the District’s prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

The Talent shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Talent, subprovider, or agent has been obtained.

a) Worker's Compensation Insurance. The Talent shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Talent shall require the subproviders similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Talent's Worker's Compensation Insurance.

b) Talent's Public Liability And Property Damage Insurance. The Talent shall procure and shall maintain during the life of his contract, Talent's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Talent's Property Damage Insurance in an amount not less than \$1,000,000. Any subprovider employed in connection with the work shall maintain such insurance unless the Talent’s insurance covers the subprovider and its employees.

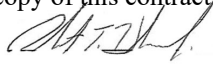
9. **Compliance With Laws** Talent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Talent observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Talent shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Talent’s receipt of a written termination notice from the District. If Talent performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Talent shall bear all costs arising therefrom.

10. **Force Majeure** Cancellation by either party in the event of acts of God; i.e. flood, earthquake, hurricane, tornado, war, fire or illness will negate this contract.

11. **Other** Robert will provide an abbreviated virtual presentation and provide access for 30 days for no additional charge. In the event the of an unforeseen closure of the school by executive order, the client can either reschedule for later in the school year without any additional costs or choose to have live virtual webinar presentations along with access to the online curriculum for the remainder of the school year. It is understood that the Talent will be dressed in proper performance clothing and will be on the site 1 hour prior to show start time.

Both Parties agree to the foregoing terms, and acknowledge receipt of an original copy, or a duplicate original copy of this agreement, signed by the other party. Please sign and return one copy of this contract to the address provided.

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


Robert Hackenson Jr.
Dynamic Influence
3 Rolling Hill Road
Shrewsbury, MA 01545

Date: _____

Date: _____

Phone: (508) 963-5555 / email: info@dynamicinfluence.com
3 Rolling Hill Rd. / Shrewsbury, MA 01545 / www.dynamicinfluence.com

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

5. 20/21-2070 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$248,821.64 issued October 2, 2020 through October 16, 2020, and payments in the amount of \$6,005,651.44 issued November 21, 2020 through December 16, 2020.

Rationale:

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

Background:

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

Budget Implication (\$ Amount):

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

Legal References:

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

Additional Information:

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

ATTACHMENTS

- [BA Item 2070\(b-e\) Purchase Order Rpt 1-13-21.pdf](#)

December 17, 2020

SUBMITTED FOR RATIFICATION: January 13, 2021

PRINTED: October 2, 2020 – October 16, 2020

Purchase Order: P21-0395 – P21-0430

Purchase orders printed out of sequence: P21-0412

Change Orders: P21-0146, P21-0384, P21-0421, P21-0630, P21-0631,
P21-0632, P21-0640

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	244,350.85
Fund (11)		695.00
Fund (12)		1,205.79
Fund (14)		2,000.00
Enterprise Fund		570.00
Total.....	\$	<u>248,821.64</u>

RECOMMENDED: January 13, 2021

Includes Purchase Orders dated 10/02/2020 - 10/16/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0395	RICK MONTENEGRO	0014	CTE Auto Pathways	01-5220	270.00
P21-0396	J & J SPORTS & TROPHIES	0008	Staff Shirts 20-21	01-4390	927.20
P21-0397	PAUL DOLS	0008	Renaissance Reimbursement Virtual Training	01-5220	500.00
P21-0398	APPLE STORE	0014	Apple Pencil for Sport 2 Grant Use	01-4340	131.20
P21-0399	GIA Publications, Inc.	0014	Music Books for MHS	01-4110	1,608.98
P21-0400	WAXIE ENTERPRISES, INC.	0001	Equipment Repair-Carpet extractor	01-5630	312.18
P21-0401	Apple Valley Communications	0047	PA Systems Repair Santa Fe	01-5630	370.74
P21-0402	Fortress Termite Company	0046	Fumigation Services District Wide	14-5890	2,000.00
P21-0403	EDpuzzle, Inc.	0014	Video Lesson Storage-District Wide	01-5841	9,215.00
P21-0404	CDW-G COMPUTER CTRS, INC.	0165	Printer for the Director CELC	12-4340	435.13
P21-0405	Home Depot Pro	0047	Air Purifiers District Wide	01-4390	949.82
P21-0406	EDTECHTEAM, INC	0014	Dynamic Learning Project-Instructional coaching	01-5850	4,522.00
P21-0407	OFFICE DEPOT	0014	TUPE Santa Fe Supplies-FNL	01-4390	410.75
P21-0408	Home Depot Pro	0047	Custodial Irrigation Supplies	01-4390	680.02
P21-0409	HOUGHTON MIFFLIN CO.	0014	ELA materials for PLY - WILLIAMS	01-4110	2,658.66
P21-0410	Aeries (Eagle) Software	0006	Aeries Virtual Conference for Kristine Gomez	01-5220	150.00
P21-0411	Stubbies Promotions	0001	Motivational Banners for Bradoaks	01-4390	171.99
P21-0413	HOUGHTON MIFFLIN CO.	0014	Decodable books for PLY	01-4110	215.15
P21-0414	AMAZON.COM	0007	Desk Organizer for Attendance Office	01-4390	22.03
P21-0415	HAZELDEN EDUCATIONAL MATERIALS	0014	Olweus Student Online Resources	01-5841	505.56
P21-0416	SKILLS USA CALIFORNIA	0014	Region 3 CEPD Registration Fee	01-5220	50.00
P21-0417	T-MOBILE USA, INC.	0022	Mobile Hotspots for Students	01-5912	9,240.00
P21-0418	PBIS Apps University of Oregon Ed and Community Supports	0014	SWIS License renewals for BO, CL, MHS	01-5841	1,050.00
P21-0419	Pico Rivera CPR	0010	CPR CNA class	11-5890	695.00
P21-0420	NATIONAL SCIENCE TEACHERS ASSO	0001	Science Materials	01-4210	1,531.93
P21-0421	Orbach Huff	0040	Legal Services	01-5821 63-5821	5,000.00 570.00
P21-0422	Owl Bookshop	0014	Career Fitness Program textbook-MHS Early College	01-4110	2,948.09
P21-0423	EAGLE SOFTWARE	0022	Aeries Student Data System	01-5841	43,908.80
P21-0424	CITY OF MONROVIA	0014	School Resource Officer	01-5850	80,000.00
P21-0425	SWUN MATH	0014	Math Tri 2 & 3 for BO	01-4110	14,451.00
P21-0426	SWUN MATH	0014	Math Tri 2 & 3 for MAY	01-4110	19,805.31
P21-0427	The Flame Broiler Inc.	0052	Payment for Meals Served During Bobcat Fire	01-4710	1,200.00
P21-0428	Silicon Mountain Memory	0165	Memory for laptops	12-4340	770.66
P21-0429	CharacterStrong, LLC	0014	SEL Resources	01-5841	6,397.18
P21-0430	COMMITTEE FOR CHILDREN	0014	SEL Curriculum for Preschool - Grade 2	01-4110	30,925.92

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 3

Includes Purchase Orders dated 10/02/2020 - 10/16/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
			Total Number of POs	35	Total 244,600.30

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	31	240,129.51
11	Adult Education Fund	1	695.00
12	Child Development Fund	2	1,205.79
14	Deferred Maintenance Fund	1	2,000.00
63	Enterprise Fund	1	570.00
		Total	244,600.30

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

ESCAPE ONLINE

Includes Purchase Orders dated 10/02/2020 - 10/16/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-0212	19,125.00	01-5841	General Fund/Computer Program Use/License F	1,125.00
P21-0291	1,230.00	01-5860	General Fund/Employment Costs	975.00-
P21-0369	901.23	01-4310	General Fund/Materials and Supplies	96.41-
Total PO Changes				53.59

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**

January 13, 2021

ACCOUNTS PAYABLE:

DATE ISSUED: November 21, 2020 through December 16, 2020

Batch Numbers: 076-088 \$1,071,185.69

PAYROLL:

FOR THE MONTH OF: November, 2020

Certificated Salaries and Wages	\$	2,520,613.74	
Classified Salaries and Wages	\$	1,018,068.28	
CalSTRS and CalPERS Contributions	\$	589,967.71	
Health & Welfare Contributions	\$	689,269.01	
Employer Payroll Taxes	\$	116,547.01	
Total Salary and Benefit:			<u>\$ 4,934,465.75</u>

TOTAL DISTRICT ACCOUNTS:

\$ 6,005,651.44

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

6. 20/21-2071 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipt; Deposit Report No. 16 through No. 18 deposited December 7, 2020 through December 22, 2020 for a total amount of \$1,059,970.37.

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 #16 through #18 is attached.

ATTACHMENTS

- [BA Item 2071\(b\) Deposit Rpts #16-#18 1-13-21.pdf](#)

DEPOSIT REPORT

12/7/2020

DEP #16

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 2,795.61	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	2,675.93	Other Local Income
01.0-00000.0-00000-82100-8650-6010040	1,120.00	Leases & Rentals/Labor
01.0-90109.0-00000-00000-8699-2010000	188.40	Donations
01.0-90210.0-00000-00000-8650-2020000	20.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	180.00	Leases & Rentals
01.0-90305.0-11100-10000-8699-3060000	671.00	Materials Contribution/Clifton
01.0-90501.0-00000-00000-8689-0000000	499.94	Village Program/Parent Contributions
01.0-00000.0-00000-00000-9570-0000000	21,452.32	Retirees Health Insurance
01.0-34101.0-00000-00000-9290-0000000	6,393.97	P/Y Accounts Receivable
01.0-00000.0-00000-82000-5510-4080000	505.87	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000	45.55	Abate/Utilities/MHS Pool
01.0-00000.0-00000-83210-5819-6000000	800.00	Abate/Reimb./Security Alarm
01.0-00000.0-32000-10000-5630-4090000	3,753.84	Abate/Refund/Maintenance/Repairs
01.0-81500.0-00000-81100-5630-4080000	3,196.62	Abate/Reimb./Pool Maintenance
01.0-90109.0-00000-81100-4480-6040047	3,750.00	Abate/Reimb./Maintenance Equipment
Subtotal	<u>48,049.05</u>	General Fund
12.0-90503.0-00000-00000-8673-1650000	549.67	Tuition Based Preschool
12.0-90612.0-00000-00000-8699-0000000	4,000.00	Donation
Subtotal	<u>4,549.67</u>	Child Development Fund
13.0-53100.0-00000-37000-8520-0000000	14,094.46	State Reimb. SNP
Subtotal	<u>14,094.46</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	4,412.32	Developer Fees
Subtotal	<u>4,412.32</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9511-0000000	2.14	Refund/FTW
76.0-00000.0-00000-00000-9562-0000000	209.92	Voluntary Deductions
Subtotal	<u>212.06</u>	Payroll Clearance Fund
Total	<u><u>\$ 71,317.56</u></u>	

DEPOSIT REPORT

12/15/2020

DEP #17

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	\$193,715.94	Federal Reimb. SNP
13.0-53201.0-00000-37000-8220-0000000	<u>157,836.87</u>	Federal Reimb. CACFP
Total	<u><u>\$351,552.81</u></u>	Food Services Fund

DEPOSIT REPORT

12/22/2020

DEP #18

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 8,271.52	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	2,766.08	Other Local Income
01.0-00000.0-00000-82000-8650-6000028	250.00	LKT PAC Rental/Utilities
01.0-00000.0-00000-82100-8650-6010040	360.00	Leases & Rentals/Labor
01.0-90109.0-00000-00000-8699-2010000	150.00	Donations
01.0-90221.0-00000-82100-8650-4080000	300.00	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	300.00	LKT PAC Rental/MHS
01.0-90501.0-00000-00000-8689-0000000	4,936.46	Village Program/Parent Contributions
01.0-00000.0-00000-82000-5510-4080000	415.00	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000	407.76	Abate/Utilities/MHS Pool
01.0-32200.0-11100-10000-5912-6000000	115.00	Abate/Reimb./Cell Phone Service
01.0-81500.0-00000-81100-5630-4080000	2,909.87	Abate/Repairs/MHS Pool
01.0-90109.0-00000-81100-5630-6040047	850.00	Abate/Reimb./Repairs
Subtotal	<u>22,031.69</u>	General Fund
11.0-63910.0-00000-00000-8590-0000000	569,402.00	Adult Ed. Block Grant
Subtotal	<u>569,402.00</u>	Adult Education Fund
13.0-53100.0-00000-37000-8520-0000000	16,133.33	State Reimb. SNP
13.0-53100.0-00000-82100-4370-2050000	4.50	Abate/Reimb./Supplies
Subtotal	<u>16,137.83</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	22,396.48	Developer Fees
Subtotal	<u>22,396.48</u>	Capital Facilities Fund
63.0-90221.0-00000-00000-8650-6000028	5,400.00	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	1,732.00	LKT PAC Rental/Labor
Subtotal	<u>7,132.00</u>	Enterprise Fund
Total	<u><u>\$637,100.00</u></u>	

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

7. 20/21-2073 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

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

Rationale:

The District Cumulative Object Summary report is presented to keep the Board apprised of all budget encumbrances and expenditures for the General Fund Unrestricted and Restricted Funds.

Additional Information:

Copies of the November 2020 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2073\(b\) Cumulative Object Summary Rpt - November 2020 1-13-21.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,688,104.00	19,688,104.00	7,441,521.74	0.00	0.00	12,246,582.26	62.20
<i>Totals for Major Object 2000 - 2999</i>		6,240,593.00	6,240,593.00	1,717,446.41	0.00	0.00	4,523,146.59	72.48
<i>Totals for Major Object 3000 - 3999</i>		10,368,936.00	10,368,936.00	3,446,063.63	0.00	0.00	6,922,872.37	66.77
<i>Totals for Major Object 4000 - 4999</i>		558,334.00	558,334.00	243,860.82	123,304.72	0.00	191,168.46	34.24
<i>Totals for Major Object 5000 - 5999</i>		3,365,959.00	3,365,959.00	1,369,933.37	355,365.07	0.00	1,640,660.56	48.74
<i>Totals for Major Object 6000 - 6599</i>		0.00	0.00	46,965.00	28,231.13	0.00	-75,196.13	0.00
<i>Totals for Major Object 7100 - 7299</i>		77,187.00	77,187.00	28,461.00	0.00	0.00	48,726.00	63.13
<i>Totals for Major Object 7300 - 7399</i>		-1,092,969.00	-1,092,969.00	0.00	0.00	0.00	-1,092,969.00	100.00
<i>Totals for Major Object 7610 - 7629</i>		73,893.00	73,893.00	38,879.44	0.00	0.00	35,013.56	47.38
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		39,280,037.00	39,280,037.00	14,333,131.41	506,900.92	0.00	24,440,004.67	62.22

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	5,180,326.00	5,200,093.00	2,026,758.10	0.00	0.00	3,173,334.90	61.02
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	4,274,636.00	4,223,739.00	1,070,110.67	0.00	0.00	3,153,628.33	74.66
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	7,560,494.00	7,583,918.00	1,150,172.52	0.00	0.00	6,433,745.48	84.83
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	707,087.00	1,127,410.00	1,472,923.27	921,722.72	0.00	-1,267,235.99	-112.40
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	3,076,428.00	3,008,081.00	545,885.24	667,486.09	0.00	1,794,709.67	59.66
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	46,490.00	14,929.96	0.00	0.00	31,560.04	67.89
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	666,621.00	-211.00	50,000.00	0.00	616,832.00	92.53
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	901,699.00	922,478.00	0.00	0.00	0.00	922,478.00	100.00
<i>Totals for Major Object</i>	<i>7610 - 7629</i>	134,136.00	134,136.00	0.00	0.00	0.00	134,136.00	100.00
<i>Total for Resource Range</i>	<i>20000.0 - 99999.9 R</i>	22,501,427.00	22,912,966.00	6,280,568.76	1,639,208.81	0.00	14,993,188.43	65.44

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/14/2020
Fiscal Year :	2021	Fund :01.0 - General Fund	Run Time	9:37:15 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	20000.0 - 99999.9 Restricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.0-General Fund</i>	61,781,464.00	62,193,003.00	20,613,700.17	2,146,109.73	0.00	39,433,193.10	63.40

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	2,462,501.00	2,747,408.00	726,401.76	0.00	0.00	2,021,006.24	73.56
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	405,935.00	457,355.00	97,952.25	0.00	0.00	359,402.75	78.58
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	924,309.00	991,363.00	259,360.78	0.00	0.00	732,002.22	73.84
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	502,493.00	525,122.00	47,140.92	86,876.31	0.00	391,104.77	74.48
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	1,361,753.00	1,531,698.00	330,371.88	136,023.42	0.00	1,065,302.70	69.55
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	5,656,991.00	6,252,946.00	1,461,227.59	222,899.73	0.00	4,568,818.68	73.07

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/14/2020
Fiscal Year :	2021	Fund :01.4 - S & C	Run Time	9:37:15 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.4-S & C</i>	5,656,991.00	6,252,946.00	1,461,227.59	222,899.73	0.00	4,568,818.68	73.07

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Totals for Major Object 3000 - 3999</i>		0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Totals for Major Object 4000 - 4999</i>		0.00	1,330,449.00	0.00	0.00	0.00	1,330,449.00	100.00
<i>Totals for Major Object 5000 - 5999</i>		0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		0.00	1,330,449.00	0.00	0.00	0.00	1,330,449.00	100.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/14/2020
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	9:37:15 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.6-S & C - Carryover</i>	0.00	1,330,449.00	0.00	0.00	0.00	1,330,449.00	100.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	12/14/2020
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	9:37:15 AM
To Period :	5	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Distric</i>	<i>64790</i>	<i>67,438,455.00</i>	<i>69,776,398.00</i>	<i>22,074,927.76</i>	<i>2,369,009.46</i>	<i>0.00</i>	<i>45,332,460.78</i>	<i>64.97</i>

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

8. 20/21-2074 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-09.

Rationale:

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

Budget Implication (\$ Amount):

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

Legal References:

Board Policy #3290 requires Board approval of gifts.

Additional Information:

Acceptance of Gifts Report attached.

ATTACHMENTS

- [Acceptance of Gifts #2021-09 01-13-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2021-09
 Board Meeting 20210113

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Blackbaud Giving Fund	\$150.00	To be used for the benefit of students and staff at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0113033	Increases site donation account
2	Check	Jue Wu	\$500.00	To be used to support the Business Services Department	Connie Wu Assistant Superintendent for Business Services	D0113034	Increases site donation account
3	Tangible	David Berger / Min Zhu - Global Promo	\$61,600.00	KN95 Masks to be used for the benefit of Monrovia Unified Schools/ Staff	Connie Wu Assistant Superintendent for Business Services		No Cost to the District
4	Tangible	Kurt Charron - Natural West	\$4,320.00	Hand Sanitizers to be used for the benefit of Monrovia Unified Schools/ Staff	Connie Wu Assistant Superintendent for Business Services		No Cost to the District
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

9. 20/21-2075- PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements report #7 for the Monrovia Unified School District.

Rationale:

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

Legal References:

Government Code 53060 and Board Policy 3600

Additional Information:

ATTACHMENTS

- [Professional Service Agmts #7.pdf](#)

Name/Company	Services	Effective Dates	Site	Amount	Funding
Maribeth Henry, MA LMFT	To provide in-service training for Mayflower ES staff for three (3) hours	1/25/21	Mayflower ES	\$150 p/hour	Mayflower S & C
Graham Jackson	Christmas Patron Greeting Musical Director	12/1/20 – 12/18/20	Performing Arts	\$300.00	Music Donations
Madeline Petulla	Musician/An Evening with George Gershwin Concert	12/1/20 – 12/18/20	Performing Arts	\$300.00	Music Donations

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

10. 20/21-3034 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #10.

Rationale:

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

Legal References:

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

Additional Information:

ATTACHMENTS

- [2021-01-13 Personnel Report 10.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #10

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Monica	Hernandez	Teacher	Employ (Temp contract)	12/17/20-6/9/21	Wild Rose		G-00000.0	000001	C-1	100%
2 #	Pablo	Reyes	Teacher	Employ (Temp contract)	1/4/21-6/9/21	Clifton		G-00000.0	000134	F-6	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
3 #	Jocelyn	Cui	Teacher	Host for virtual tutoring	1/4/21-6/9/21	MHS	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
4 #	Ashley	Davila	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Clifton	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
5 #	Peter	Davis	Teacher	Host for virtual tutoring	1/4/21-6/9/21	MHS	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
6 #	Erinn	Dickinson	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Wild Rose	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
7 #	Steven	Dowdle	Adult Ed Teacher	Update/maintain Adult Ed website	12/1/20-6/30/21	Adult Ed	NTE 20 hrs/mo	C-63910.0	003266	\$38.78/hr	100%
8 #	Kim	Gero	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Bradoaks	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
9 #	Ivy	Hernandez	Teacher	ELRISE! Plan for Biliteracy Distance Learning	9/3/20-9/10/20	Monroe	NTE 4 hrs	C-42030.0	002443	\$27.00/hr	100%
10 #	Helen	Lee	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Monroe	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
11 #	Karen	Littlefield	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Bradoaks	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
12 #	Robin	Noble Dolan	Adult Ed Teacher	Medical Skills Instruction	12/1/20-12/31/20	Adult Ed	NTE 49 hrs	C-63910.0	003270	\$44.58/hr	100%
13 #	Marlen	Ordaz	Teacher	ELRISE! Plan for Biliteracy Distance Learning	9/3/20-9/10/20	Monroe	NTE 4 hrs	C-42030.0	002443	\$27.00/hr	100%
14 #	Virginia	Recendez	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Bradoaks	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
15 #	Tedese	Ross	Adult Ed Teacher	Host for virtual tutoring	1/4/21-6/9/21	Canyon Oaks	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
16 #	Danyelle	Rucker	Teacher	Host for virtual tutoring	1/4/21-6/9/21	MHS	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
17 #	Jackie	Sanchez	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Mayflower	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
18 #	Jeff	Wallick	Teacher	Host for virtual tutoring	1/4/21-6/9/21	Clifton	NTE 125 hrs	C-75100.0	003985	\$32.00/hr	100%
19 #	Joshua	Zeeman	Teacher	Host for virtual tutoring	1/4/21-6/9/21	MHS	NTE 125 hrs	C-75100.0	003985	\$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
20 # Dana	Elliott	Teacher	Revision to retirement date approved 10/14/20	12/18/20	Wild Rose

E. Other

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
21 # Greg	Gero	Teacher	Approve stipend Coordinator of Dual Immersion Program	11/1/20-6/30/21	Plymouth		C-07201.0	003986	\$300 Monthly Stipend	100%
22 # Liliana	Jarvis	Principal	Revision to stipend approved 9/9/20: Coordinator of Dual Immersion Program	7/1/20-10/31/20	Monroe		C-42030.0	003552	\$8000 Annual Stipend	100%
23 # Kirk	McGinnis	Principal	Approve stipend Coordinator of Dual Immersion Program	11/1/20-6/30/21	MHS		C-07201.0	003986	\$300 Monthly Stipend	100%
24 # Caroline	Badalian	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
25 # Alicia	Glass	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
26 Andres	Hernandez	Teacher	Approve stipend Student Council Coordinator	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$400 Stipend	100%
27 # Andres	Hernandez	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
28 Helen	Hernandez	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
29 # Ronelle	Iniego	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
30 Kathleen	Kennedy	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
31 # Caitlin	MacDonald	Teacher	Approve stipend Renaissance Coordinator	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$400 Stipend	100%
32 Eileen	Purtell	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
33 #	Eileen	Purtell	Teacher	Approve stipend EL Coordinator	12/1/20-6/3/21	Mayflower		C-00701.0	000236	NTE \$200 Stipend	100%
34	Eileen	Purtell	Teacher	Approve stipend Testing Coordinator	4/1/21-6/3/21	Mayflower		C-00701.0	000236	NTE \$200 Stipend	100%
35 #	Eileen	Purtell	Teacher	Approve stipend Admin Designee	9/1/20-6/3/21	Mayflower		C-00701.0	000236	NTE \$500 Stipend	100%
36 #	Raylynn	Roland	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
37 #	Mackenzie	Salsman	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%
38	Jackie	Sanchez	Teacher	Approve stipend Instructional Leadership Team	1/1/21-6/30/21	Mayflower		C-00701.0	000236	NTE \$250 Stipend	100%

E. Other - Volunteers

	First Name	Last Name	Classification	Action	Effective	Site
39 #	Samantha	Ehrnman	Volunteer I	Approve	12/16/20-6/30/21	CELC
40 #	Elvia	Gonzalez	Volunteer I	Approve	12/3/20-6/30/21	CL
41 #	Lori	Marsh	Volunteer I	Approve	12/17/20-6/30/21	CELC

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #10

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

A. Employments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	Ricardo	Harris	Director of Procurement & Business Support Services	Warehouse	Employ	\$9222.97/mo	31-S	5	8 hr./d.; 12 mo./yr.	1/19/2021	000878	G 00000.0	100%
2	# Anthony	Parada	Director of Maintenance, Operations, & Transportation	M.O.T.	Employ	\$9690.20/mo	35-S	4	8 hr./d.; 12 mo./yr.	12/28/2020	001371	C 07230.0 C 81500.0	33.3% 66.7%
3	# Janet	Thiel	Educational Services Administrative Secretary	Educational Services	Employ	\$5089.31/mo	15-S	3	8 hr./d.; 12 mo./yr.	12/21/2020	003959	G 00000.0 C 07303.0	80% 20%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
4	# Oscar	Avelar Diaz	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program (reimbursed by Citrus College).	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/1/20-6/9/21	003950	C 90126.0	100%
5	# Ana	Bednarczyk	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988	C 90501.0	100%
6	# Tshering	Bhutia	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program (reimbursed by Citrus College).	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/1/20-6/9/21	003950	C 90126.0	100%
7	# Leslie	Cano Ochoa Huerta	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/4/20-6/9/21	003984	C 75100.0	100%
8	# Kendra	Christian	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/4/20-6/9/21	003984	C 75100.0	100%
9	# Angela	Cochran	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/4/20-6/9/21	003984	C 75100.0	100%
10	# Kimberly	Curtis	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988	C 90501.0	100%
11	# Maria	De la O	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988	C 90501.0	100%
12	# Anthony	Gallardo	Custodian Extra Hours	MHS	Employ: School events.	\$22.50/hr.	21	6	Hourly, as needed.	7/1/20-6/30/21	000589	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
13	# Carlos	Gomez	Instructional Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$22.50/hr.	21	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
14	# Alana	Gonzales	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
15	# Camille	Gonzalez-O'Balles	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
16	# Ma Melaine	Hussey	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
17	# Ezekiel	Koontz	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/4/20-6/9/21	003984 C	75100.0	100%
18	# Suzanne	Linder	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
19	# Berta	Martin	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
20	# Michael	Minter	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	12/4/20-6/9/21	003984 C	75100.0	100%
21	# Martha	Moncada	Substitute School Office Manager	Monroe	Employ: To substitute for School Office Manager.	\$21.41/hr.	19	6	NTE: 13 hours total.	12/14/20-12/18/20	003989 C	07102.0	100%
22	# Martha	Nordahl	Campus Assistant Extra Hours	Learning Pods	Employ: Learning Pod training.	\$14.78/hr.	4	6	NTE: 2 hours total.	10/8/2020	002370 C	90501.0	100%
23	# Martha	Nordahl	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
24	# Maria	Ortiz	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
25	# Sonia	Rizo	Campus Assistant Extra Hours	Learning Pods	Employ: Learning Pod training.	\$14.78/hr.	4	6	NTE: 2 hours total.	10/8/2020	002370 C	90501.0	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
26	# Sonia	Rizo	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
27	# Brenda	Rojas	Campus Assistant Extra Hours	Learning Pods	Employ: Learning Pod training.	\$14.78/hr.	4	6	NTE: 2 hours total.	10/8/2020	002370 C	90501.0	100%
28	# Brenda	Rojas	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
29	# Yoceli	Romero	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
30	# Leslie	Ruiz Perez	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$13.00/hr.	Flat	Rate	NTE: 113 hours total.	11/18/20-6/9/21	003984 C	75100.0	100%
31	# Mireille	Salem	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
32	# Rachel	Sears	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
33	# Maria	Secaira-Molina	Campus Assistant Extra Hours	Learning Pods	Employ: Learning Pod training.	\$14.78/hr.	4	6	NTE: 2 hours total.	10/8/2020	002370 C	90501.0	100%
34	# Maria	Secaira-Molina	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
35	# Christa	Serrano	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
36	# Patti	Stevenson	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	100%
37	# Georgina	Tadeo	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988 C	90501.0	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
38	# Tania	Thompson	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$13.05/hr.	4	2	NTE: 30 hours total.	10/8/20-6/9/21	003988	C 90501.0	100%
39	# Yesica	Valenzuela	Campus Assistant Extra Hours	Learning Pods	Employ: To substitute as needed during the 2020-21 school year and extra hours for staff development.	\$14.78/hr.	4	6	NTE: 30 hours total.	10/8/20-6/9/21	003988	C 90501.0	100%

C. Leaves of Absence

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
40	# Amanda	Baumgartner	Food Service Worker	MHS	Unpaid Leave of Absence	\$17.83/hr.	3-G	5	3. hr./d.; 9 mo./yr.	11/11/20 -12/31/20-6/9/21 Revised end date; originally Board approved 8/26/20.	000044	C 53100.0	100%
41	# Liliana	Hernandez	Food Service Worker	Bradoaks	Approve: Unpaid Leave of Absence.	\$16.32/hr.	12	4	2 hr./d.; 9 mo./yr.	11/17/20-6/9/21	000135	C 53100.0	100%
42	# Patricia	Hobbs	Campus Assistant	Santa Fe	Approve: Unpaid Leave of Absence.	\$14.78/hr.	4	6	2.75 hr./d.; 9 mo./yr.	12/12/20-6/9/21	003798	G 00000.0	100%
43	# Gabriel	Romero	Warehouse Operator /Delivery Driver	Warehouse	Approve: Unpaid Leave of Absence.	\$4118.06/mo	23-H	6	8 hr./d.; 12 mo./yr.	5/27/20 - 4/28/20-01/10/21 Revised end date; originally Board approved 11/18/20.	000164	G 00000.0	100%
44	Ronald	Sao	Instructional Assistant-Behavior 1:1	Plymouth	Approve: Unpaid Leave of Absence.	\$2604.36/mo	20	4	6.05 hr./d.; 9 mo./yr.	1/25/21-5/21/21	003624	C 65000.0	100%
45	# Peteronila	Vaeluaga	Instructional Assistant-Behavior 1:1	Bradoaks	Emergency Family Medical Leave Act.	\$2457.88/mo	20	3	6 hr./d.; 9 mo./yr.	12/7/20-3/18/21	003623	C 65000.0	100%

D. Resignations

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
46	# Verna	Roth	Instructional Aide-Special Ed.	Mayflower	Retirement	\$2647.53/mo	17	6	6 hr./d; 9 mo./yr.	11/15/2020	003414	C 33100.0	100%

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
47	# Mathew	Roberts	Purchasing and Warehouse Assistant	Warehouse	Promotion	\$3462.39/mo	24	2	8 hr./d.; 12 mo./yr.	12/1/2020	000370	G 00000.0	100%

F. Other

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
48	# Jennifer	Anderson	Member of the Board of Education	Superintendent's Office	Compensation	\$293.27/month for attendance at all meetings, with pro rata compensation for members unable to attend all meetings.	12/16/20-6/30/21	000125	G 00000.0	100%
49	# Briana	Dominguez	Walk-on Coach	MHS	Employ: Varsity Girls Wrestling Head Coach	\$1,453. stipend paid over 8 months.	10/1/20-5/31/21	000206	C 00701.0	100%
50	# Traci	Gholar	Member of the Board of Education	Superintendent's Office	Compensation	\$293.27/month for attendance at all meetings, with pro rata compensation for members unable to attend all meetings.	12/16/20-6/30/21	000125	G 00000.0	100%
51	# Daniel	Hernandez	Classified Stipend	MHS	Employ: Varsity Boys Wrestling Head Coach	\$2571. stipend paid over 8 months.	10/1/20-5/31/21	000206	C 00701.0	100%
52	# Helen	Hernandez	Classified Stipend	Mayflower	Employ: Website Manager	\$300. stipend paid over 3 months.	9/1/20-4/30/21	001843	C 00701.0	100%
53	# Helen	Hernandez	Classified Stipend	Mayflower	Employ: Instructional Leadership Team	\$250. stipend paid over 2 months.	1/1/21-5/31/21	001843	C 00701.0	100%
54	# Nancy	Kemp	Classified Stipend	Clifton	Employ: Targeted Intervention	\$3,000. stipend paid over 10 months.	9/1/20-6/30/21	003987	C 07102.0	100%
55	# Nancy	Kemp	Classified Stipend	Clifton	Employ: BPCC Support	\$1,000. stipend paid over 10 months.	9/1/20-6/30/21	001191	C 07102.0	100%
56	# Nancy	Kemp	Classified Stipend	Santa Fe	Employ: Fundraising Chair	\$500. stipend paid over 10 months.	9/1/20-6/30/21	000663	C 00701.0	100%
57	# Nancy	Kemp	Classified Stipend	Santa Fe	Employ: Marquee	\$500. stipend paid over 10 months.	9/1/20-6/30/21	000663	C 00701.0	100%
58	Fui-Lin	Kum	Classified Stipend	Monroe	Employ: SBAC Testing Coordinator	\$600. stipend paid over 4 months.	2/1/21-5/31/21	001256	C 00701.0	100%
59	# Ashley	Mayorga	Walk-on Coach	MHS	Employ: Varsity Softball Assistant Coach	\$1,230. stipend paid over 6 months.	12/1/20-5/31/21	000206	C 00701.0	100%
60	# Maria	Sandoval	Classified Stipend	Santa Fe	Employ: ASB	\$500. stipend paid over 10 months.	9/1/20-6/30/21	000663	C 00701.0	100%
61	# Christian	Williams	Classified Stipend	MHS	Employ: Varsity Football Head Coach	\$4500. stipend paid over 6 months.	10/1/20-3/31/21	000206	C 00701.0	100%

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

11. 20/21-3035 - QUARTERLY UNIFORM COMPLAINT

RECOMMENDATION

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

Rationale:

This quarterly report to the Board of Education will be used to summarize any complaints addressing insufficient instructional materials, teacher vacancies and/or misassignment, and emergency or urgent facility conditions for the period of October 1 to December 31, 2020.

Background:

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

ATTACHMENTS

- [Monrovia USD UCP Reporting 2nd quarter.pdf](#)



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

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: Monrovia Unified School District

Date: 1/06/2021

Person completing this form: Darvin Jackson Ed D.

Title: Assistant Superintendent, HR.

Quarter covered by this report (Check One Below):

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

Date for information to be reported publicly at governing board meeting: January 13, 2021

Please check the box that applies:

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

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

Print Name of District Superintendent Katherine F. Thorossian, Ed. D.

Signature of District Superintendent  Date 1/06/2021

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

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

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

12. 20/21-4014 - EXTENSION TO PROFESSIONAL SERVICE AGREEMENT WITH TITO MORAGA

RECOMMENDATION

The Board of Education is requested to approve an extension to a Professional Services Agreement between Monrovia Unified School District and Tito Moraga consulting services.

Rationale:

The District would like to engage the services of Tito Moraga to assist in the completion and reduction of work orders currently in our system. For example, we currently open telephone and PA (public address) related work orders that would be of great benefit to the District to use Mr. Moraga's expertise in. Due to change in LLMF (Learning Loss Mitigation Funds) verbiage, the District would like to extend his contract until June 30th, 2021, not to exceed \$32,000.

Background:

Technology Services currently has a Technology Support Assistant Vacancy. This positions assists in the installing, upgrading, and maintenance of computer, telephone, network, and related communications equipment.

Budget Implication (\$ Amount):

The funding for this will be from Learning Loss Mitigation Funds, not to exceed \$32,000.

Legal References:

Additional Information:

Please see attached Professional Services Agreement.

ATTACHMENTS

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT NUMBER

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), dated October 15, 2020 ("Effective Date"), is made by and between the Monrovia Unified School District ("DISTRICT") and Noberto Moraga ("CONSULTANT"). DISTRICT and CONSULTANT are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required by DISTRICT in this Agreement; and

WHEREAS, DISTRICT requires the services of a duly qualified Consultant to perform the special services required by this Agreement; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services by DISTRICT, and such services are needed by DISTRICT from time to time on a limited basis; and

WHEREAS, CONSULTANT represents that it possesses such necessary skill and expertise required, is familiar with the plans of DISTRICT, and desires to provide such services to DISTRICT on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the terms and conditions set forth hereinafter, the Parties hereto agree as follows:

1. Appropriation of Funds.

a. This Section controls against any and all other provisions of this Agreement.

b. This Agreement is subject to the budget and fiscal policies, regulations, and practices of DISTRICT and shall be valid only for the term for which DISTRICT's Board appropriates sufficient funds to compensate CONSULTANT for the services to be provided under this Agreement.

c. If appropriated funds are exhausted or if DISTRICT's Board does not appropriate funds for the services to be provided under this Agreement, this Agreement will immediately terminate, without penalty or fee, at the end of the term for which funds are appropriated and neither party will have any further obligation towards the other Party.

2. Services.

a. CONSULTANT agrees to render the special services described in Exhibit A attached hereto and incorporated herein ("Services").

b. CONSULTANT agrees to provide the Services in a good workmanlike manner on the dates and times herein stated, in accordance with the terms of this Agreement, in strict conformity

with the specifications and standards outlined in the Request for Proposals ("RFP"), if applicable, or other agreed upon agreement and consistent with DISTRICT's policies and regulations.

c. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of or contracted by CONSULTANT. CONSULTANT will comply with DISTRICT's reasonable requests regarding assignment of personnel, but all personnel including those assigned at DISTRICT's request, must be supervised by CONSULTANT. CONSULTANT shall commit adequate resources to complete the project schedule specified in this Agreement.

d. CONSULTANT shall provide and furnish all labor required to perform the Services.

e. **Ownership of Results.** Any interest in studies, reports, memoranda, computation sheets, or other documents prepared by CONSULTANT in connection with the Services shall become the property of and shall be transmitted to DISTRICT. CONSULTANT may retain and use copies of the documents only for reference and as documentation of its experience and capabilities.

f. If DISTRICT and CONSULTANT mutually agree that the scope of work included in Exhibit A must be revised to list additional work to be performed by CONSULTANT under the Agreement, such revision shall be performed through an Amendment as provided in Section 30 herein and approved by DISTRICT's Board. If applicable, the Amendment shall also provide for any additional compensation to CONSULTANT as agreed to by the parties.

3. Term. Subject to Section 1 herein, and unless sooner terminated as provided herein, the term of this Agreement will commence as of the Effective Date and will continue until the earlier of December 31, 2021 or the date in which CONSULTANT has performed all Services required by this Agreement.

4. Compensation.

a. DISTRICT agrees to pay CONSULTANT, as full compensation for performance of the Services, at an hourly rate of 80 per hour plus reasonable expenses for a not to exceed amount of Thirty-Two Thousand Dollars (\$32,000.00), unless otherwise agreed to in writing by the Parties. Any reasonable expenses shall be pre-approved. The breakdown of costs and payment schedule associated with this Agreement appears in Exhibit B attached hereto and incorporated herein.

b. No change orders will be allowed except by amendment as provided in Section 30 of this Agreement.

c. DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT, including, but not limited to, supplies, tools and taxes levied in connection with this Agreement or the Services delivered pursuant thereto.

d. DISTRICT shall process CONSULTANT's proper, complete, and accurate itemized invoices within thirty (30) days from DISTRICT's receipt of such invoices and upon approval by Assistant Superintendent Business Services, in his/her sole discretion, that the Services have been rendered satisfactorily, in a professional and timely manner, and in accordance with this Agreement. Invoices shall not be submitted more frequently than monthly.

e. If applicable, it shall be CONSULTANT's responsibility to ensure that the total approved compensation amount is not exceeded. Any invoices for amounts in excess of such amount will not be processed.

f. In no event shall DISTRICT be liable for interest or late charges.

g. *Responsibility of Equipment.* DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment may be furnished, rented, or loaned to CONSULTANT by DISTRICT. CONSULTANT understands and agrees that its use of any such equipment shall be accepted by CONSULTANT "AS IS" and "WITH ALL FAULTS."

h. *Payment does not imply acceptance of work.* No payment shall in any way lessen CONSULTANT's liability to remedy or replace unsatisfactory work, service, equipment, or materials, if the unsatisfactory character of such work, service, equipment, or materials was not detected at the time of payment. Service, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by DISTRICT and in such case must be remedied or replaced by CONSULTANT without delay at no additional cost to DISTRICT.

i. *Disallowance of Payments.* If CONSULTANT claims or receives payment from DISTRICT for a service, reimbursement for which is later disallowed by the State of California or United States Government, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon DISTRICT's request. At its option, DISTRICT may offset the amount disallowed from any payment due or to become due to CONSULTANT under this Agreement or any other agreement.

5. CONSULTANT's Certification. By executing this Agreement, CONSULTANT certifies that CONSULTANT is not suspended, debaïted, or otherwise excluded from participation in federal or state programs. CONSULTANT acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

6. Tax Identification Number.

a. If CONSULTANT will receive payments of \$600 or more, CONSULTANT shall furnish to DISTRICT CONSULTANT's Federal Tax Identification Number or Social Security Number, whichever is applicable. Concernment with the executed Agreement, CONTRACTOR shall provide to DISTRICT a completed and signed W-9 Form, which is attached as Exhibit C to this Agreement.

b. Type of Business Entity

Individual Sole Proprietorship Partnership

Corporation Other-please specify: _____

c. Tax Identification

Federal Tax identification Number

xxx-xx-xxxx

Social Security Number

Under penalty of perjury, I certify that the number shown on this document is my correct taxpayer identification number.

7. Criminal Records Check Certification.

a. If any portion of the work under the Agreement is to be performed at an operating school, CONSULTANT shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils. CONSULTANT shall complete, and return with the executed Agreement, the Criminal Records Check Certification form attached hereto as Exhibit D.

b. If at any time during the term of this Agreement CONSULTANT is either notified by the Department of Justice or otherwise becomes aware that any employee or agent of CONSULTANT performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7(c), respectively, CONSULTANT agrees to immediately notify DISTRICT and remove said employee from performing services on this Agreement.

8. Compliance with Applicable Laws. At all times during the term of this Agreement, CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this Agreement.

9. Compliance with Americans with Disabilities Act. CONSULTANT acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a consultant, must be accessible to the disabled public. CONSULTANT shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. CONSULTANT agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of CONSULTANT, its employees, agents, or assigns will constitute a material breach of this Agreement.

10. Confidential Information. CONSULTANT understands and agrees that, in its performance under this Agreement or in contemplation thereof, CONSULTANT may have access to private or confidential information which may be owned or controlled by DISTRICT and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to DISTRICT, its employees, or students. CONSULTANT also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject CONSULTANT to civil liability. Consequently, CONSULTANT agrees that all information disclosed by DISTRICT to CONSULTANT shall be held in confidence and used only in performance of the Agreement. CONSULTANT shall exercise the same standard of care to protect such confidential information as it uses to protect its own proprietary data, provided it is reasonable and consistent with industry standards. This Section shall survive the termination or expiration of this Agreement.

11. Independent Contractor.

a. CONSULTANT is, and shall at all times be deemed to be, an independent contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONSULTANT or any of CONSULTANT's agents or employees. CONSULTANT assumes exclusively the responsibility for the acts of its employees or agents as

they relate to services to be provided during the course and scope of their employment. CONSULTANT, its agents, and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

b. If any governmental authority should, nevertheless, determine that CONSULTANT is an employee, DISTRICT's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to CONSULTANT and to the applicable governmental authority does not exceed the maximum amount specified in Section 4 herein. CONSULTANT shall refund any amounts necessary to effect such reduction.

12. Insurance.

a. Without limiting CONSULTANT's liability pursuant to the "Indemnification" section of this Agreement, at its sole cost and expense, CONSULTANT shall obtain and maintain for the entire term of the Agreement the following insurance: (1) Comprehensive General Liability, (2) Automobile Liability for owned and non-owned vehicles, (3) Workers Compensation as required by law, (4) Employer's Liability, and (5) Professional Liability (E & O). Each of the insurance policies shall have limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.

b. The Comprehensive General Liability and Automobile Liability policies shall be endorsed to provide the following:

(1) Name as additional insureds the DISTRICT, its Board members, officers, agents, and employees.

(2) Specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurances apply separately to each insured against whom a claim is made or a suit is brought.

c. Concurrent with the executed Agreement, CONTRACTOR shall provide to DISTRICT true and correct copies of all certificates of insurance reflecting the coverage required herein. Such certificates of insurance shall be attached to this Agreement as Exhibit E. All such policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described herein without first giving DISTRICT at least thirty (30) days prior written notice of such cancellation or change. Should any such policy of insurance be canceled or changed, CONSULTANT agrees to immediately provide DISTRICT true and correct copies of all new or revised certificates of insurance.

d. If any policies are written on a claims-made form, CONSULTANT agrees to maintain such insurance continuously in effect for three (3) years following completion of this Agreement or extend the period for reporting claims for three (3) years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three (3) years following completion of the Agreement.

e. CONSULTANT understands and agrees that DISTRICT may withhold payment for Services performed for any violations of the insurance provisions of this Agreement.

13. Indemnification. CONSULTANT shall indemnify, save, and hold harmless DISTRICT and its Board members, its officers, agents, consultants and employees ("indemnitee(s)") of and from any and all liabilities, claims, debts, damages, losses (including legal costs and attorney's fees),

demands, suits, actions, and causes of action of whatsoever kind, nature, or sort (including, but not limited to, infringement of any patent right, copyright, trade secret, or any other proprietary right or trademark by any of CONSULTANT's officers, employees, or agents), arising out of or incident to any intentional or negligent acts, errors or omissions of CONSULTANT, its officers, employees or agents in the performance of the Services required by this Agreement. Notwithstanding, CONSULTANT shall not be required to indemnify or hold harmless an indemnitee due to that indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

14. DISTRICT' s Liability. DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED FOR IN SECTION 4 OF THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS IN CONNECTION WITH THIS AGREEMENT.

15. Termination and Remedies.

a. DISTRICT may terminate this Agreement, in whole or in part, for the following reasons:

- (1) If funding for the Services is terminated or reduced.
- (2) If CONSULTANT fails to provide the Services in a satisfactory manner as determined by DISTRICT.
- (3) If CONSULTANT fails or refuses to perform or observe any term, covenant, or condition contained in this Agreement.
- (4) If at any time during the performance of this Agreement, DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement.

b. Termination of the Agreement shall be effective on the date DISTRICT provides notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall cease performance of the Services, unless otherwise specified in the notice.

c. In the event DISTRICT terminates this Agreement as specified above, CONSULTANT shall only be paid for those Services properly rendered up to the date of termination.

d. DISTRICT shall have the right to offset from any amounts due to CONSULTANT under this Agreement, or any other agreement between DISTRICT and CONSULTANT, all damages, losses, costs, or expenses incurred by DISTRICT as a result of CONSULTANT's actions that led DISTRICT to terminate the Agreement.

e. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under applicable laws, rules, and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

16. Submitting False Claims. Pursuant to Government Code section 12650 et seq., a consultant who submits a false claim shall be liable to DISTRICT for three times the amount of damages which DISTRICT sustains because of the false claim. A consultant who commits a false claim act shall also be liable to DISTRICT for the costs of a civil action brought to recover any of those

penalties or damages, and shall be liable to DISTRICT for civil penalty of up to eleven thousand dollars (\$11,000) for each false claim. CONSULTANT will be deemed to have submitted a false claim to DISTRICT if CONSULTANT:

a. knowingly presents or causes to be presented to an officer or employee of DISTRICT, a false claim for payment or approval;

b. knowingly makes, uses, or causes to be made or used a false record or statement material to get a false claim paid or approved by DISTRICT;

c. conspires to defraud DISTRICT by getting a false claim allowed or paid by DISTRICT;

d. has possession, custody, or control of public property or money used or to be used by DISTRICT and knowingly delivers or causes to be delivered less property than the amount for which CONSULTANT receives a certificate or receipt;

e. is authorized to make or deliver a document certifying receipt of property used or to be used by DISTRICT and knowingly makes or delivers a receipt that falsely represents the property used or to be used;

f. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;

g. knowingly makes, uses, or causes to be made or used a false record or statement material to an obligation to pay or transmit money or property to DISTRICT, to conceal, avoid, or decrease an obligation to pay or transmit money or property to DISTRICT; or

h. is a beneficiary of an inadvertent submission of a false claim to DISTRICT, subsequently discovers the falsity of the claim, and fails to disclose the false claim to DISTRICT within a reasonable time after discovery of the false claim.

17. Prohibited Interests.

a. No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take party in negotiating, making, accepting, or approving the Agreement, shall become directly or indirectly interested financially in the Agreement or in any part thereof. The Agreement will be terminated if CONSULTANT aids, abets, or knowingly participates in the violation of this Section.

b. CONSULTANT hereby certifies that no current Board member or employee of DISTRICT, and no one who has been a Board member or an employee of DISTRICT within the last two (2) years has participated in bidding, selling, or promoting this Agreement. CONSULTANT also certifies that no current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. CONSULTANT understands that any violation of this provision of the Agreement shall make the Agreement voidable by DISTRICT.

18. State Audit. Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or CONSULTANT connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the

State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. CONSULTANT shall preserve and cause to be preserved such books, records, and files for the audit period.

19. **Notice.** All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

DISTRICT: Monrovia Unified School District
325 E. Huntington Drive
Monrovia, California 91016
Attn: Charles Poovakan

CONSULTANT: _____
_____ Noberto Moraga _____

Monrovia, California 91016
Attn: _____

Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. DISTRICT or CONSULTANT may from time to time designate any other address for this purpose by written notice to the other party.

20. **Required Provisions.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then, upon application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

21. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for all litigation relative to this Agreement shall be exclusively in Los Angeles, County.

23. **No Waiver.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

24. **Subcontracting.** CONSULTANT is prohibited from subcontracting this Agreement or any services to be provided pursuant to this Agreement unless such subcontracting is previously agreed to in writing by the parties and is executed in the same manner as this Agreement.

25. **Assignment.** Neither Party may assign its rights or obligations under this Agreement to another party.

26. **Third-party Rights.** No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

27. **Non Discrimination.** CONSULTANT agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

28. **Entire Agreement.** This Agreement, the exhibits thereto, DISTRICT's RFP, if applicable, and CONSULTANT's response to RFP, if applicable, constitute the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement, exists between the parties.

29. **Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

30. **Amendment.** This Agreement may only be amended in writing by mutual consent of the Parties. Changes, including any increase or decrease in the amount of CONSULTANT's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

31. **Administrative Remedy for Disputes.** Should any question or dispute arise regarding this Agreement, prior to any action or resorting to any other legal remedy, the Parties agree to meet as soon as possible in a good faith effort to negotiate a resolution to the dispute.


32. **Authority.** Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the Parties hereto.

33. **Execution in Counterparts.** This Agreement may be executed in several counterparts and when so executed shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatory to the original and same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Signature: _____
DISTRICT

By: Katherine Thorissan _____
Its: Superintendent
Date: 01/13/2021


CONSULTANT

Signature: _____
By: Roberto Moraga _____
Its: _____
Date: 01/13/2021

By: _____
Its: _____
Date: _____

(CORPORATE SEAL OF CONSULTANT,
if CONSULTANT is a corporation)

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

1. 20/21-1073 - WATER EDUCATION GRANT RECIPIENT AGREEMENTS WITH THE UPPER DISTRICT WATER EDUCATION GRANT PROGRAM

RECOMMENDATION

The Board of Education is requested to ratify three Water Education Grant Recipient Agreements as part of the Upper District Water Education Grant Program for Bradoaks Elementary Science Academy.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond____, Board Member Anderson____, Board Member Gholar____
Board Member Lockerbie____, Board President Travanti _____

Rationale:

As a science academy and to support NGSS science learning, Bradoaks' is designing space on its campus that will feature an outdoor ecosystem learning environment. A consultant's agreement with Food ED was approved at the October 14, 2020 Board meeting for the construction of an Outdoor Science Discovery Center. Two of the Water Education Grant Recipient Agreements will go towards the cost of two components of the Science Discovery Center: The San Gabriel Valley Waterway Magnet Board and the Weather Station. The magnet board includes a customized water feature magnet board to teach students how water travels in the San Gabriel Valley, while the weather station informs students how to make observations and predictions about climate, rain estimations, temperature, and humidity. It will encourage students to be active participants in their ecosystems and surroundings. These two grant awards are \$1,000 each. The third grant award, in the amount of \$450, will go towards the cost of the Edible Garden Virtual Lessons, in partnership with Food ED to provide an online STEAM garden curriculum that features water education as part of ecosystem health and how water is needed to grow food and lead healthy lives. The Edible Grant consultant's agreement was approved at the August 12, 2020 Board meeting. The signed Grant Recipient Agreements allow for The Upper San Gabriel Valley Municipal Water District to disburse the three grant checks to Bradoaks.

Budget Implication (\$ Amount):

The grant awards total \$2,450.

Legal References:

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

Additional Information:

Copies of the Water Education Grant Recipient Agreements are attached.

ATTACHMENTS

- [Upper District Water Ed Grant - Edible Garden Curric Agr - BO 1-13-21.pdf](#)
- [Upper District Water Ed Grant - Magnetic Wtrwy Agr - BO 1-13-21.pdf](#)
- [Upper District Water Ed Grant - Weather Station Agr - BO 1-13-21.pdf](#)

UPPER DISTRICT WATER EDUCATION GRANT PROGRAM
WATER EDUCATION GRANT RECIPIENT AGREEMENT

Grant funding cannot be released until a fully signed agreement is received.

Signed agreements may be scanned or photographed and e-mailed to Elena@usgvmwd.org.

Please write: **WEGP Agreement** in email subject line. Upper District is not responsible for any delays in the delivery of completed forms.

Project Title: Edible Garden Virtual Lessons	
Description Summary: Food ED, a local 501c3 nonprofit, will provide an online garden curriculum that features water education as part of ecosystem health and how water is needed to grow food and lead healthy lives.	
Funding Amount Approved: \$1,000.00	School Name: Bradoaks Elementary Science Academy
Grant Contact Name: Karen Littlefield	Grant Contact E-mail: klittlefield@monroviashools.net

I acknowledge and agree that the proposed project, summarized above, focuses on water or water-related projects.

I have read, understand and agree that:

1. Grant funds must be used for materials or other direct project costs that were outlined in the approved grant application.
2. No changes will be made to the proposed project and/or grant application.
3. Grant funds cannot be used for payment of salaries or teaching stipends.
4. Grant recipients cannot reapply for funding in subsequent years for the same project.
5. **A brief, typed written project summary (saved as a Word document) and at least 5 photos (saved as jpg files) highlighting project results must be submitted in electronic format (e-mailed documents, uploaded through Dropbox, etc.) by the deadline date specified in the timeline listed below.** No hard copies or faxes will be accepted.
6. Copies of receipts (saved as pdfs or jpgs) for all grant-related purchases and/or all unused grant funding must be submitted to the Upper District by the deadline date specified in the timeline.
7. If any of the above requirements are not met, future applications from this individual applicant and/or school may not be eligible for consideration.

Project deadline: 4:00 pm on June 17, 2021.

I acknowledge and agree to complete the project and submit the following documentation in electronic format listed below, sent via email or uploaded via Dropbox, by the listed project deadline. I understand that hard copies or faxes of documentation will not be accepted, and that documentation must include:

- ✓ A brief typed (1 page or less) written project summary (saved as an MS Word document).
- ✓ A minimum of 5 color photos (saved in jpg format) highlighting the project. Photos must be saved and submitted individually (no slide shows) as .jpg files, and not embedded into the written project summary.
- ✓ Receipts of all project-related purchases. Receipts must show date of purchase and have a combined total of at least the amount of grant funding spent (receipts can show more than the amount of grant funding).

I also understand that a check for any unused portion of awarded grant funding must be made payable to Upper District and mailed to: Attn.: Evelyn Rodriguez, Upper District, 602 E. Huntington Dr., Suite B, Monrovia, CA 91016.

I also acknowledge that, if any of the above requirements are not met, future Water Education Grant Program applications from this individual applicant and/or school may not be eligible for consideration.

Please make grant check payable to *(please type/print name of school or grant recipient clearly)*:

Monrovia Unified School District

Please mail the grant check to the following address:

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

I understand and accept that I will be held accountable for expenditures of any/all grant monies for the above-described project and also the return of any unused funds to the Upper District by the date specified in the above timeline.	
Contact Person's Signature	Date <u>12-16-2020</u>
Contact Person's Printed Name <u>Katherine Thorossian, Ed.D., Superintendent</u>	

I have reviewed and support this grant agreement.	
Principal's Signature	Date <u>12-17-2020</u>
Principal's Printed Name <u>Jayne Nickles</u>	

UPPER DISTRICT WATER EDUCATION GRANT PROGRAM
WATER EDUCATION GRANT RECIPIENT AGREEMENT

Grant funding cannot be released until a fully signed agreement is received.
 Signed agreements may be scanned or photographed and e-mailed to Elena@usgvmd.org.

Please write: **WEGP Agreement** in email subject line. Upper District is not responsible for any delays in the delivery of completed forms.

Project Title: San Gabriel Valley Waterway Magnet Board	
Description Summary: Construction of an Outdoor Science Discovery Center, in partnership with Food ED, a local 501c3 nonprofit that will feature outdoor ecosystem learning. This includes a customized water feature magnet board that will teach students how water travels in the San Gabriel Valley.	
Funding Amount Approved: \$1,000.00	School Name: Bradoaks Elementary Science Academy
Grant Contact Name: Jayne Nickles	Grant Contact E-mail: jnickles@monroviасchools.net

I acknowledge and agree that the proposed project, summarized above, focuses on water or water-related projects. I have read, understand and agree that:

1. Grant funds must be used for materials or other direct project costs that were outlined in the approved grant application.
2. No changes will be made to the proposed project and/or grant application.
3. Grant funds cannot be used for payment of salaries or teaching stipends.
4. Grant recipients cannot reapply for funding in subsequent years for the same project.
5. **A brief, typed written project summary (saved as a Word document) and at least 5 photos (saved as jpg files) highlighting project results must be submitted in electronic format (e-mailed documents, uploaded through Dropbox, etc.) by the deadline date specified in the timeline listed below.** No hard copies or faxes will be accepted.
6. Copies of receipts (saved as pdfs or jpgs) for all grant-related purchases and/or all unused grant funding must be submitted to the Upper District by the deadline date specified in the timeline.
7. If any of the above requirements are not met, future applications from this individual applicant and/or school may not be eligible for consideration.

Project deadline: 4:00 pm on June 17, 2021.

I acknowledge and agree to complete the project and submit the following documentation in electronic format listed below, sent via email or uploaded via Dropbox, by the listed project deadline. I understand that hard copies or faxes of documentation will not be accepted, and that documentation must include:

- ✓ A brief typed (1 page or less) written project summary (saved as an MS Word document).
- ✓ A minimum of 5 color photos (saved in jpg format) highlighting the project. Photos must be saved and submitted individually (no slide shows) as .jpg files, and not embedded into the written project summary.
- ✓ Receipts of all project-related purchases. Receipts must show date of purchase and have a combined total of at least the amount of grant funding spent (receipts can show more than the amount of grant funding).

I also understand that a check for any unused portion of awarded grant funding must be made payable to Upper District and mailed to: Attn.: Evelyn Rodriguez, Upper District, 602 E. Huntington Dr., Suite B, Monrovia, CA 91016.

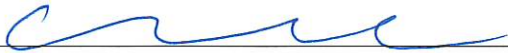
I also acknowledge that, if any of the above requirements are not met, future Water Education Grant Program applications from this individual applicant and/or school may not be eligible for consideration.

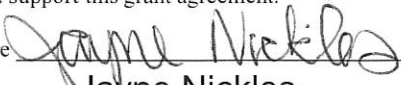
Please make grant check payable to *(please type/print name of school or grant recipient clearly)*:

Monrovia Unified School District

Please mail the grant check to the following address:

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

I understand and accept that I will be held accountable for expenditures of any/all grant monies for the above-described project and also the return of any unused funds to the Upper District by the date specified in the above timeline.	
Contact Person's Signature 	Date <u>12-16-2020</u>
Contact Person's Printed Name <u>Katherine Thorossian, Ed.D., Superintendent</u>	

I have reviewed and support this grant agreement.	
Principal's Signature 	Date <u>12-17-2020</u>
Principal's Printed Name <u>Jayne Nickles</u>	

UPPER DISTRICT WATER EDUCATION GRANT PROGRAM
WATER EDUCATION GRANT RECIPIENT AGREEMENT

Grant funding cannot be released until a fully signed agreement is received.
 Signed agreements may be scanned or photographed and e-mailed to Elena@usgvmwd.org.

Please write: **WEGP Agreement** in email subject line. Upper District is not responsible for any delays in the delivery of completed forms.

Project Title: Weather Station	
Description Summary: Bradoaks Elementary Science Academy outdoor ecosystem learning program will include a weather station. The weather station seeks to inform students how to make observations and predictions about climate, rain estimations, temperature, and humidity. It will encourage students to be active participants in their ecosystems and surroundings.	
Funding Amount Approved: \$450.00	School Name: Bradoaks Elementary Science Academy
Grant Contact Name: Jayne Nickles	Grant Contact E-mail: jnickles@monroviасchools.net

I acknowledge and agree that the proposed project, summarized above, focuses on water or water-related projects. I have read, understand and agree that:

1. Grant funds must be used for materials or other direct project costs that were outlined in the approved grant application.
2. No changes will be made to the proposed project and/or grant application.
3. Grant funds cannot be used for payment of salaries or teaching stipends.
4. Grant recipients cannot reapply for funding in subsequent years for the same project.
5. **A brief, typed written project summary (saved as a Word document) and at least 5 photos (saved as jpg files) highlighting project results must be submitted in electronic format (e-mailed documents, uploaded through Dropbox, etc.) by the deadline date specified in the timeline listed below.** No hard copies or faxes will be accepted.
6. Copies of receipts (saved as pdfs or jpgs) for all grant-related purchases and/or all unused grant funding must be submitted to the Upper District by the deadline date specified in the timeline.
7. If any of the above requirements are not met, future applications from this individual applicant and/or school may not be eligible for consideration.

Project deadline: 4:00 pm on June 17, 2021.

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- ✓ A brief typed (1 page or less) written project summary (saved as an MS Word document).
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- ✓ Receipts of all project-related purchases. Receipts must show date of purchase and have a combined total of at least the amount of grant funding spent (receipts can show more than the amount of grant funding).

I also understand that a check for any unused portion of awarded grant funding must be made payable to Upper District and mailed to: Attn.: Evelyn Rodriguez, Upper District, 602 E. Huntington Dr., Suite B, Monrovia, CA 91016.

I also acknowledge that, if any of the above requirements are not met, future Water Education Grant Program applications from this individual applicant and/or school may not be eligible for consideration.

Please make grant check payable to *(please type/print name of school or grant recipient clearly)*:

Monrovia Unified School District

Please mail the grant check to the following address:

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

I understand and accept that I will be held accountable for expenditures of any/all grant monies for the above-described project and also the return of any unused funds to the Upper District by the date specified in the above timeline.	
Contact Person's Signature	Date <u>12-16-2020</u>
Contact Person's Printed Name <u>Katherine Thorossian, Ed.D., Superintendent</u>	

I have reviewed and support this grant agreement.	
Principal's Signature	Date <u>12-17-2020</u>
Principal's Printed Name <u>Jayne Nickles</u>	

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

2. 20/21-1076 - MONROVIA COMMUNITY ADULT SCHOOL CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) FOR GREATER AVENUES FOR INDEPENDENCE (GAIN) CLIENTS

RECOMMENDATION

The Board of Education is requested to ratify a contract with the Los Angeles County Office of Education to provide office skills training to Greater Avenues for Independence (GAIN) clients.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond ____, Board Member Anderson ____, Board Member Gholar ____
Board Member Lockerbie ____, Board President Travanti ____

Rationale:

The contract will enable the Monrovia Community Adult School to train Los Angeles County Office of Education GAIN clients. This Contract provides a maximum of \$45,000 to the Monrovia Community Adult School to train GAIN program students, and guarantees that the Adult School will be paid for up to 12 GAIN participants in its Nurse Assistant Pre-Certification CNA program.

Background:

The Los Angeles County Office of Education has a Contract (# C-18161) with County of Los Angeles, Department of Public Social Services to provide educational services for Greater Avenues for Independence (GAIN) clients. This Contract with Monrovia Community Adult School is a Subcontract of # C-18161 and is subject to all the provisions of such prime Contract.

Budget Implication (\$ Amount):

The District will incur no costs by approving this contract. Monrovia Community Adult School will receive up to \$45,000 in tuition towards its Career Technical Education fees.

Legal References:

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

ATTACHMENTS

- [LACOE Office Occupation Contract - 20210113.pdf](#)

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
OFFICE SKILLS TRAINING
GREATER AVENUES FOR INDEPENDENCE

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

MONROVIA UNIFIED SCHOOL DISTRICT through its MONROVIA COMMUNITY ADULT SCHOOL, a public agency, located at 920 S. Mountain Avenue, Monrovia, CA 91016, hereinafter referred to as "Contractor," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's GAIN Division has determined that assistance is required to provide Office Skills training program to GAIN/GROW participants as per Exhibit A -Scope of Work, attached hereto, incorporated herein, and made a part hereof. CONTRACTOR has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract and prime Contract # C-18161. All work shall be coordinated with LACOE's project director who is Raul Carpio.

This Contract is a subcontract under the terms of the prime Contract # C-18161 with County of Los Angeles, Department of Public Social Services and shall be subject to all the provisions of such prime Contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.

2. TERM

This Contract is effective September 7, 2020 and shall remain in effect through June 30, 2021.

3. PAYMENT

LACOE shall pay CONTRACTOR an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) for work performed hereunder. Payments shall be made monthly for actual costs, that will include but not be limited to salary, statutory payroll taxes, retirement benefits, and mileage. Any work performed by the CONTRACTOR in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices and ledgers shall be submitted to the attention of the Accounts Payable Unit via email to Accounts_Payable@lacoedu.

4. INDEMNIFICATION

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

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

5. INSURANCE

5.1 Without limiting the Contractor's, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified. All insurance policies shall be placed with insurers admitted in the State of California and having an A.M. Best rating of not less than A:IX or comparable self-insurance.

5.2 Minimum Scope and Limits of Insurance

5.2.1 Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds. Such provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the Contractor, its officers, agents, volunteers, and employees.

5.2.2 Business Automobile Liability Coverage with limits as required by the State of California.

5.2.3 Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

5.2.4 Professional Liability Coverage for errors and omissions with a limit of liability of not less than \$1,000,000 each claim. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

5.3 Endorsements

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, workers' compensation, and professional liability, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. Such provision shall apply only in proportion to and to the extent

of the negligent acts or omissions of the Contractor, its officers, agents, volunteers, and employees. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be emailed to LACOE@ebix.com, faxed to (951) 766-2299, uploaded to <https://www.ebixcerts.com>, or mailed to:

Los Angeles County Office of Education
Insurance Compliance
P. O. Box 100085-LA
Duluth, GA 30096

5.4 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

- 5.4.1 The Contractor's insurance shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and shall not contribute to it.
- 5.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 5.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.
- 5.4.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance annually, so that LACOE is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

6. NOTICES

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

LACOE:

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

CONTRACTOR:

Monrovia Unified School District-Monrovia Community Adult School
ATTN: John Russell, Assistant Principal

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. EMPLOYEE FINGERPRINTING

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

13. INDEPENDENT CONTRACTOR

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

14. ASSIGNMENT

CONTRACTOR shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, CONTRACTOR shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom CONTRACTOR intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

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

16. MODIFICATION

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

17. ORDER OF PRECEDENCE

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

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

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

20. TERMINATION

The Contract may be terminated by either party upon 30-days written notification to the other party.

21. FAILURE TO COMPLY

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

22. ATTORNEY'S FEES

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

23. COMPLIANCE WITH LAW

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

24. FORCE MAJEURE

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

25. GOVERNING LAW/FORUM SELECTION

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

26. INCORPORATION BY REFERENCE

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

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

28. RECORD RETENTION AND INSPECTION

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

29. NO THIRD PARTY OBLIGATIONS

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

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to Contractor under this agreement, and the Contractor shall not be obligated to perform any provisions of this agreement.

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

31. NON-DISCRIMINATION AND NON-SEGREGATION

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

32. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education’s Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. ALCOHOL AND DRUG-FREE SCHOOLS AND FACILITIES

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

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

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

- 34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. PUBLIC RETIREMENT SYSTEM RETIREE

Contractor must disclose to LACOE if any of Contractor’s employees working under this Contract have retired from the California State Teachers’ Retirement System (“CalSTRS”) or the California Public Employees’ Retirement System (“CalPERS”). Pursuant to California Education Code Section

24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.

36. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

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

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

37. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY
OFFICE OF EDUCATION

MONROVIA UNIFIED
SCHOOL DISTRICT

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Title _____

Date _____
lm 8-19
Report 9/8/20

Date _____

EXHIBIT A- SCOPE OF WORK

EXHIBIT A
Contract or Amendment Request
Monrovia Community Adult School
GROW Contract 2020 - 2021

Los Angeles County Office of Education, GAIN/GROW Division will reimburse Monrovia Community Adult School for their cost to provide education and training to GAIN/GROW participants for the fiscal year 2020-2021, (July 2020- June 2021) as follows:

1. Monrovia Community Adult School will invoice LACOE monthly for actual costs. Monrovia Community Adult School will attach the ledger to the invoice. Cost to include; salary, statutory payroll taxes, retirement benefits, and mileage.
2. LACOE will reimburse Monrovia Community Adult School for Administrative cost for services at 10% of the invoice.
3. Some of the education, training, and services provided by Monrovia Community Adult School include but are not limited to:
 - a. Office skills and computer classes via Instructors compensated based on Monrovia Community Adult School Salary Schedule.
 - b. Job development services through a job developer at no additional costs.
 - c. Classroom materials used by instructors in the classroom during the academic year 2020-21.
4. The cost of instruction will be based on the range at which personnel will be hired depending on qualifications and experience that is determined by Monrovia Community Adult School.
5. LACOE will reimburse Monrovia Community Adult School for additional training as needed based on actual costs as indicated on #1 above.
6. The total amount of the contract will not exceed \$45,000.00
7. This CONTRACT is a subcontract under the terms of a prime CONTRACT with County of Los Angeles and shall be subject to all the provisions of such prime CONTRACT. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

3. 20/21-1077 - CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) PROMISING LEARNERS PROJECT

RECOMMENDATION

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) Curriculum and Instructional Services Department to provide professional development trainings focused on Social Emotional Learning, Arts Integration and Implementation support.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond ____, Board Member Anderson ____, Board Member Gholar ____

Board Member Lockerbie ____, Board President Travanti ____

Rationale:

LACOE's Curriculum and Instructional Services Department, funded by the California Department of Education Learning Communities for School Success Program 3-Year Grant, will provide professional development trainings focused on Social Emotional Learning, Arts Integration and Implementation support. This contract is effective January 15, 2021 and shall remain in effect through June 30, 2021.

Budget Implication (\$ Amount):

There is no cost to the District.

ATTACHMENTS

- [LACOE Promising Learners Project CIS.pdf](#)

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PROMISING LEARNERS PROJECT
CURRICULUM AND INSTRUCTIONAL SERVICES (CIS)

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

MOROVIA UNIFIED SCHOOL DISTRICT, a public educational agency, located at 325 E. Huntington Drive, Monrovia, CA 91016, hereinafter referred to as “District”, mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE’s Curriculum and Instructional Services Department, funded by the California Department of Education Learning Communities for School Success Program 3-Year Grant, will provide professional development trainings focused on Social Emotional Learning, Arts Integration and Implementation support. Professional development will be administered in accordance with the terms and conditions of this contract and Exhibit A, Scope of Work, attached hereto, incorporated herein, and made a part hereof. LACOE’s project manager is Dotti Ysais.

2. TERM OF CONTRACT

This Contract is effective January 15, 2021 and shall remain in effect through June 30, 2021.

3. PAYMENT

LACOE shall reimburse the District an amount not to exceed Sixty Thousand Dollars (\$60,000.00) as specified in Exhibit A. Any work performed, or reimbursement sought by the District in excess of this amount shall not be considered by LACOE, unless this Contract is so amended by written amendment. Reimbursement shall be made upon completion and acceptance of the reimbursement documentation required under the terms of this agreement.

4. INDEMNIFICATION

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

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

5. INSURANCE

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

6. NOTICES

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

LACOE:

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

District:

Mailing Address is District Office

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

11. COVENANT AGAINST CONTINGENT FEES

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

12. EMPLOYEE FINGERPRINTING

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

13. TUBERCULOSIS TESTING

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

14. INDEPENDENT CONTRACTOR

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

employer at a time, and acquiring and maintaining its own office space and equipment.

15. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/Public Agency shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

16. INTEGRATION

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

17. MODIFICATION

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

18. ORDER OF PRECEDENCE

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

19. SEVERABILITY/WAIVER

19.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

19.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

20. AMENDMENTS

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

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

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

23. ATTORNEY'S FEES

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

24. COMPLIANCE WITH LAW

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

all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by the other, provide evidence of same.

25. FORCE MAJEURE

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

26. GOVERNING LAW/FORUM SELECTION

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

27. INCORPORATION BY REFERENCE

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

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

29. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made

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

30. NO THIRD PARTY OBLIGATIONS

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

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

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

32. NON-DISCRIMINATION AND NON-SEGREGATION

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

33. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

34. ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

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

36. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof

with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

MONROVIA UNIFIED
SCHOOL DISTRICT

By _____
Terri Lyttaker
Controller

By _____

Typed or Printed Name

Title _____

Date _____
lm 12-23
Report 1/11/21

Date _____

EXHIBIT A- SCOPE OF WORK

LACOE's Promising Learners Project

Creating Positive Learning Experiences through MTSS using SEL and The Arts!

Monrovia Unified School District

Scope of Work

The California Department of Education's (CDE) Learning Communities for School Success Program (LCSSP) competitive grant project is authorized under the California State Proposition 47, the Safe Neighborhoods and Schools Act. Proposition 47 requires that 25 percent of the state savings be allocated to the CDE for grants aimed at reducing truancy and drop-out rates among kindergarten through grade twelve (K–12) students in public schools. The LCSSP is further governed by California Education Code (EC) sections 33430–33436, codifying that the CDE shall administer the grant program and coordinate assistance to local educational agencies (LEAs) to support the identification and implementation of programs and practices aligned with the goals for pupils contained in each LEA's Local Control and Accountability Plan (LCAP). LACOE's *Promising Learners Project* (PLP), funded through the LCSSP grant from the CDE, will provide iterative professional development to help TK-third grade teachers connect and integrate Social Emotional Learning (SEL) strategies, in alignment with Multi-Tiered System of Supports (MTSS) to further support the selected schools that have a high rate of chronic absenteeism and out of school suspension rates for, TK-3rd grade foster youth, by increasing academic motivation and overall engagement.

The Promising Learners Project: Creating Positive Learning Experiences through MTSS using SEL and The Arts! proposes implementing a MTSS SEL-Arts Integration program directed at students in elementary schools, especially foster youth in TK to third grade, who are chronically absent. LACOE will provide an innovative program to improve effective arts integration instruction for the promising youth through strong partnerships and engagement of parents/families/ community liaisons. The iterative professional development will help TK-third grade teachers connect and integrate Social Emotional Learning (SEL) strategies, in alignment with Multi-Tiered System of Supports (MTSS) to further support schools that have a high rate of chronic absenteeism and out of school suspension rates. The Los Angeles County Office of Education (LACOE)-Center for Distance and Online Learning (CDOL) will assist local education agencies, schools, and communities to implement and connect the Multi-Tiered System of Support (MTSS), Social Emotional Learning (SEL), and arts integration through strong partnerships and engagement of parents/families. The uniqueness of the Promising Learners Project is its ability to provide SEL and Arts strategies that will lead students to achieve greater depth of knowledge and a guided environment with a low affective filter and a personalized appeal to art. The project presents teachers with the opportunity to create engaging environments and learning experiences that will provide children's ability to achieve academic and social success.

Using a blended technology-driven instructional model, LACOE's Center for Distance and Online Learning (CDOL) will assist school districts and communities to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) SEL, and the Arts. The teams will participate in blended professional development as co-learning facilitators, providing ample opportunities for leadership before/during/after professional development events. Modular material will be provided that is easy to digest and transport into other venues, providing open access to all material, and differentiating multi-tiered coaching supports to help all build their own capacity aligned to LCAP priorities. LACOE will assist targeted districts, and their schools in providing the supports to meet the needs of TK-3

students served, with a focus on building capacity to decrease chronic absenteeism and increase student engagement for foster youth.

Optimal participation will consist of administrators, District Arts Leads, counselors, LCAP Lead, and/or MTSS/Social Emotional Learning (SEL) support staff. These trainers will work together to develop a Promising Learners Integrated System of Supports (PLISS) Plan and deliver implementation content to TK-3 teachers at PLP participating school sites.

Each District Promising Learners Team will be responsible for the following deliverables:

- Complete Technology Enhanced Arts Learning (TEAL) Online Modules in Bb
- Prepare to bring LCAP, MTSS, and Arts Plan (if applicable), and to align LEA LCAP.
- Attend and complete all PD training days to receive Promising Learners stipend for approved release-time, supplies, materials, and/or technology tools for project support work.
 - **Year 1:** Promising Learners Symposium
 - Professional Development Dates for SEL and Visual Arts Integration
 - **Year 2:** Promising Learners Academy
 - Professional Development Dates for SEL, Music and Dance Arts Integration
 - **Year 3:** Promising Learners Summit
 - Professional Development Dates for SEL and Family and Community Engagement
- Participation in Professional Developments focused on SEL, Arts Integration, and implementation support
- Participation in the PLP online PLC
- Complete Promising Learners project surveys/evaluations
- Submit annual Promising Learners Integrated System of Supports (PLISS) Plan
- Submit PLISS Implementation Activity Log each project year
- Submit PLISS integrated with District LCAP to CDOL.
- Train and support TK-3 Teachers at PLP Participating School Sites
- Complete Annual & Final Report per CDE Template and maintain due dates
- Provide informal updates and/or progress reports throughout the three-year grant period
- As activities change due to COVID-19, the contractor will maintain the intent of the grant, offer and deliver virtual/online professional development and supports, and continue to provide services as outlined in the contract

Participating Districts will receive:

- No-cost, PD training days
 - Year 1: Promising Learners Symposium
 - SEL and Visual Arts Professional Development
 - Implementation Support
 - Year 2: Promising Learners Academy
 - Music and Dance Arts Professional Development
 - SEL, Visual Arts, Music, and Dance Arts Implementation Support
 - Year 3: Promising Learners Summit
 - Incorporating Family and Community Engagement Professional Development

- SEL, Visual Arts, Music, and Dance Arts Integration and Family and Community Engagement Implementation Support
- Annual Stipend of **\$20,000.00** when the grant deliverables are met
- Access to:
 - LACOE Promising Learners Open Educational Resource (OER)
 - LACOE Promising Learners online PLC
 - LACOE Technology Enhanced Arts Learning (TEAL) Online Modules
 - Coaching support from content experts, teaching artists, mental health professionals, LACOE foster youth staff, technology specialists, SEL, and MTSS experts
 - Support in developing their *Promising Learners Integrated System of Supports* (PLISS) Plan

Stipend Payment Schedule – Three Payments

- 1) Stipend #1 (June 2021): **\$20,000.00**
- 2) Stipend #2 (June 2022): **\$20,000.00**
- 3) Stipend #3 (June 2023): **\$20,000.00**

The total of all stipends received by each district shall not exceed **\$60,000.00**

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

4. 20/21-2076 - RESOLUTION TO APPLY FOR THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) LOWER-EMISSION SCHOOL BUS REPLACEMENT PROGRAM AND ACCOMPANYING GRANT APPLICATION FOR LOWER EMISSION SCHOOL BUS PROGRAM

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2021-11 to apply for the SCAQMD Lower-Emission School Bus Replacement Program to replace district's two pre-2001 model year diesel school buses with new lower emission school buses.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond____, Board Member Anderson____, Board Member Gholar____
Board Member Lockerbie____, Board President Travanti _____

Rationale:

The approval of this resolution would allow the District to replace two older diesel school buses with cleaner bus technologies, including near-zero emission and/or zero emission bus technologies.

Background:

The South Coast Air Quality Management District (SCAQMD) is providing a funding opportunity for public school districts to replace older diesel school buses with cleaner bus technologies, including near-zero emission and zero emission bus technologies. The Lower-Emission School Bus Program (LESBP) is designed to reduce diesel air pollution and children's exposure to the harmful emissions from diesel school buses. Since 2001, South Coast AQMD has expended a total of \$325 million in state, local and federal funds and replaced over 1,800 highly polluting diesel school buses with new alternative fuel or zero emission buses and retrofitted nearly 3,400 diesel buses with particulate traps. Over 50 percent of these funds have focused on reducing diesel air pollution in disadvantaged and/or low-income communities. This program has enabled thousands of school children to commute in some of the cleanest and safest school buses in the South Coast AQMD jurisdictional area. The program will assist the District in replacing the two (2) old diesel buses at a lower cost. The District will seek other available funding opportunities for the balance to minimize our out of pocket cost.

Budget Implication (\$ Amount):

The grant will pay an estimated cost of \$780,000 for the replacement of two (2) buses and an electric vehicle charging station.

Additional Information:

A copy of Resolution No. 2021-11 is attached. A copy of the grant application is attached.

ATTACHMENTS

- [BA Item 2076\(b-c\) Resolution for Lower-Emission Bus Replacement Prgm. 1-13-21.pdf](#)

Resolution No. 2021-11
South Coast Air Quality Management District
Lower-Emission School Bus Replacement Program

Whereas, the South Coast Air Quality Management District (SCAQMD) is the local agency with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuels programs, and motor vehicle use reduction measures; and

Whereas, the SCAQMD is authorized to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission buses; develop and implement other strategies and measures to reduce air contaminants and achieve the state and federal air quality standards; and

Whereas, SCAQMD has executed Program Announcement #PA2021-02 implementing a Lower-Emission School Bus Replacement Program; and

Whereas, the Monrovia Unified School District requests authorization to apply for the SCAQMD Lower-Emission School Bus Replacement Program to replace pre-2001 model year diesel school buses with new lower emission school buses; and

Whereas, the SCAQMD Board has recognized that funds are available and;

Whereas, the Monrovia Unified School District has a total of (2) pre 2001 diesel school buses that qualifies for the SCAQMD Lower-Emission School Bus Replacement Program. The District will apply for bus replacement funds and infrastructure funds for Zero-Emission all-electric school buses. There are no matching funds required for this program. The currently grant will cover the estimated cost. However, in the event that it is not, the District will set aside additional funds to cover any unexpected infrastructure costs needed to complete the project or seek grants from other agencies; and

Whereas, the Assistant Superintendent of Business Services and the Director of Maintenance, Operation and Transportation (MOT) are authorized and directed to take all steps necessary to carry out and implement the school bus replacement project.

And Be It Further Resolved that Monrovia Unified School District submit an application for the South Coast Air Quality Management District Lower-Emission School Bus Replacement Program in the amount of \$780,000 (total dollar amount).

Passed and Adopted this 13th day of January 2021, at a regular meeting of the Board of Education by the following vote:

Ayes:

Noes:

Absent:

Abstained:

I, Maritza Travanti, President of the Board of Education of the Monrovia Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

I, Traci Gholar, Clerk of the Board of Education of the Monrovia Unified School District, do hereby certify that the foregoing Resolution was introduced and adopted by said Board at a regular session meeting thereof held on the 13th day of January 2021, by the above foregoing vote.

Maritza Travanti, Board President

Traci Gholar, Board Clerk

Appendix A

South Coast Air Quality Management District

**GRANT APPLICATION FOR THE LOWER EMISSION SCHOOL BUS
PROGRAM**

Fiscal Year 2020-2021

PA2021-02



Depending upon the number of applications received and availability of funding, the South Coast AQMD Board retains discretion to approve awards, partial awards, or no awards at all under this Program Announcement. If the choice to make a partial award causes any bidder to withdraw, the funds that would have been awarded to that bidder will be re-allocated to the other bidders or allocated pursuant to a new program announcement. South Coast AQMD also reserves the right to change any criteria such as the schedule, qualifications, grant provisions and selection criteria outlined in this Program Announcement & Application.

TABLE OF CONTENTS

GRANT APPLICATION

A-1 to A-8

CERTIFICATIONS AND REPRESENTATIONS

A-9 to A-8

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM
Program Announcement PA2021-02

(Please return signed application with all 8 pages filled out)

School District:	Monrovia Unified School District		
Street Address:	325 East Huntington Drive		
City:	Monrovia	Zip Code:	91016
County:	Los Angeles	State:	CA

School District Primary Contact Name:	Connie Wu		
Title:	Assistant Superintendent of Business Services		
Phone Number:	626-926-6797	Ext:	
Email:	cwu@monroviaschools.net	Fax Number:	626-471-2078

Alternative Contact Name:	Anthony Parada		
Title:	Director of Maintenance Operations and Transportation		
Phone Number:	626-471-2901	Ext:	
Email:	aparada@monroviaschools.net	Fax Number:	626-301-0577

Submit the original completed application (with all required supporting documents and signatures) along with two (2) copies of the entire application package, each marked **“Program Application PA2021-02”**. These three copies should be placed together in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the application, **no later than 3:00 p.m., Tuesday, January 26, 2021**.

The application package **must be addressed** to:
 Mr. Dean D. Hughbanks, Procurement Manager
Re: Program Application PA2021-02
Lower Emission School Bus Program
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765

All applications must be **signed by the school’s superintendent**. (School superintendents shall not delegate this responsibility for signature to his or her deputy).

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

The following table shows the maximum funding amount for each school bus.

Maximum Funding Amounts ¹				
School Bus Type	Fuel Type	NOx Certification Level (g/bhp-hr)	Maximum Award per School Bus	Maximum Award for Infrastructure per School Bus
Type C	Propane	0.02 or lower	\$155,000	\$5,000
Type C or D	CNG	0.02 or lower	\$205,000	\$15,000
Type A	Zero Emission	0.00	\$325,000 ²	\$20,000
Type C or D	Zero Emission	0.00	\$370,000 ²	\$20,000

¹ The funding amounts shown in this table may be reduced if the project also receives HVIP funding.

² South Coast AQMD + HVIP = \$400,000 Maximum Award

A. Funding Request		
Total number of school buses proposed for replacement	# of CNG:	0
	# of Propane:	0
	# of Electric:	2
Total Funding Request for School Bus Replacement:		\$ 740,000.00
Will you be requesting Infrastructure funding?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Total Funding Request for Infrastructure:		\$ 40,000.00
Total Program funds requested		\$ 780,000.00

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

B. Other Sources of Funding	
<i>All funding sources must be disclosed at the time of application and prior to invoice payment. The sum of all grants and other funds applied toward the project shall not exceed the total project cost.</i>	
Are there other sources of funding for this project? <input type="checkbox"/> No <input checked="" type="radio"/> Yes	
If there are other source(s) of funding that will be utilized for this project, fill out the following information.	
Source(s) of Funding:	HVIP Funding if available
Funding Amount from each Source:	\$ To be determined

A copy of the school board resolution authorizing submittal of the application and identifying the individual authorized to implement the school bus replacement project will need to be submitted with the application.

C. AUTHORIZATION	
I understand that this application is for evaluation purposes only and does not guarantee project funding. I certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate. I certify that I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.	
Superintendent's Signature:	
Date Signed:	
Name of Superintendent (Print):	Katherine Thorossian Ed.D

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

TABLE 1: INFORMATION ON SCHOOL BUSES TO BE REPLACED

- List only diesel school buses (MY2000 or older) with GVWR above 14,000 pounds.
- For each school bus CHP certification for the previous 3 years is required. *
- List the school buses in your preferred order of priority for replacement (with the top priority buses first).
- *Attach additional sheets if needed.*

Bus ID #	School Bus Make	Model Year	VIN	GVWR (lbs)	Odometer Reading	Engine Make/Model	Engine Model Year	Diesel Fueled? (Yes/No)
11	Blue Bird	Transit	1BAANB7AXXF082448		137,547	CUMMINS TUR/ C.8.3	1999	Yes
12	Blue Bird	Transit	1BAANB7AXXF082449		128,867	CUMMINS TUR/ C.8.3	1999	Yes

*Attach CHP 292/CHP 343A certificates for each bus listed above. CHP certification must be continuously valid for the previous 3 years. **Applications submitted without CHP Certificates will be deemed incomplete and will not be moving forward.**

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

TABLE 2: INFORMATION ON NEW SCHOOL BUSES TO BE PURCHASED

- Please attach a copy of the CARB Executive Order. If the zero emission school bus technology is HVIP listed, then documentation verifying CARB approval is not needed.
- Please attach a price quote for each school bus.
- *Please attach additional sheets if needed.*

Name of Vendor	School Bus Make/Model	Model Year	GVWR (lbs)	Engine Make/Model	Engine Model Year	Fuel Type (Propane, CNG, Electric)	Type of School Bus (Type A, C, or D)
Creative Bus Sales	IC Bus model CE	2021	31,000	Dana Sumo/TM4	2021	Electric	Type C
Creative Bus Sales	IC Bus model CE	2021	31,000	Dan Sumo/TM4	2021	Electric	Type C

*The price quote must identify any discretionary options being purchased by the School District. South Coast AQMD will not pay for any discretionary options above those include as standard in the base bid.

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

D. Current Infrastructure Information	
Do you have <u>CNG</u> refueling Infrastructure at your facility?	
<input type="checkbox"/> No <input type="checkbox"/> Yes	
Do you have <u>propane</u> refueling infrastructure at your facility?	
<input type="checkbox"/> No <input type="checkbox"/> Yes	
Do you have <u>electric</u> charging infrastructure at your facility?	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Where do you currently refuel or charge?	<input type="checkbox"/> Onsite <input type="checkbox"/> Offsite

E. If you currently refuel or charge offsite, supply the following information. <i>If not applicable, write N/A.</i>	
Distance to nearest refueling/charging facility (one-way):	N/A
Please provide the address to the nearest refueling/charging facility below.	
Street Address:	
City	Zip Code:

F. Proposed Infrastructure Information
Where do you plan to fuel or charge the new school buses? Please document availability of refueling or charging infrastructure (if applicable) for the new school buses.
We plan on charging the buses on site in our bus yard. Once awarded bus replacements, we will work with our local utility company and use our requested infrastructure monies to complete the project.
Are you requesting Infrastructure funding?
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

G. If you are requesting Infrastructure funding, fill out the following:		
What will the requested infrastructure funds be used for?		
<input checked="" type="checkbox"/> New Station <input type="checkbox"/> Upgrade Existing Station		
Will the future station be accessible to the public?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
CNG	Number of CNG fueling dispensers to be installed:	
	Number of CNG Fuel Nozzles per dispenser to be installed:	
	What is the CFM capacity needed at the CNG station for the additional school buses?	
Propane	Number of propane fueling dispensers to be installed:	
	Number of propane fueling nozzles per dispenser to be installed:	
	What is the CFM capacity need at the propane station for the additional school buses?	
Electric	Number of electric charging post to be installed:	2
	Number of electric chargers per post to be installed:	2

H. SUPPLEMENTAL INFORMATION: PLEASE ATTACH THE FOLLOWING DOCUMENTS TO COMPLETE YOUR APPLICATION.

<input type="checkbox"/> A copy of the school board resolution authorizing submittal of the application and identifying the individual authorized to implement the school bus replacement project.
<input type="checkbox"/> Complete and submit the Business Information Request Packet containing: <ul style="list-style-type: none"> <input type="checkbox"/> Business Information Request Form <input type="checkbox"/> Disadvantaged Business Certification <input type="checkbox"/> W-9 <input type="checkbox"/> Form 590 Withholding Exemption Certificate <input type="checkbox"/> Federal Contract Debarment Certification <input type="checkbox"/> Campaign Contributions Disclosure

GRANT APPLICATION
LOWER EMISSION SCHOOL BUS PROGRAM

SUPPLEMENTAL INFORMATION: PLEASE ATTACH THE FOLLOWING DOCUMENTS TO COMPLETE YOUR APPLICATION. (CONT.)

- Attach a copy of the TRUCRS Fleet List located on the Vehicle Info tab showing the compliance option each vehicle in the fleet is using and a copy of the TRUCRS General Fleet and Compliance Information Summary showing compliance located on the Compliance Status tab ("Meets Small Fleet Option" will specify "yes" if the fleet is using the Small Fleet option). The TRUCRS website can be accessed at: https://ssl.arb.ca.gov/ssltrucrsto/trucrs_reporting/login.php.
- A spreadsheet of all school buses in the fleet, including at a minimum the following information:
 - School Bus Manufacturer, Make, Model, Model Year
 - School Bus VIN #
 - Passenger Capacity
 - School Bus Type (Type A, C, or D)
 - Engine Make, Model, Model Year
 - Fuel Type
 - Accumulated Mileage and Annual Mileage.Be sure to include an electronic version of the spreadsheet with the application on a flash drive.
- For each Pre-2001 school bus listed in Table 1, include the following:
 - Current DMV Registration
 - School Bus Title (Must be clear of any lien holders)
 - A price quote for each school bus.
 - CHP 292 or CHP 343A certificates for the past 3 years. Certificates must show continuous compliance for the last 3 years. Certificates must clearly show inspection date and odometer reading.
 - Clear photo of the GVWR tag of the bus confirming VIN# and GVWR of the school bus.
 - Clear photo of the engine tag showing engine make/model, engine serial number, engine family number and engine model year.
- Include a copy of the CARB Executive Order for the near-zero school buses. If the zero-emission school bus technology is HVIP listed, then documentation verifying CARB approved is not needed.

Submit the original completed application (with all required supporting documents and signature) along with two (2) copies of the entire application package by the application deadline.

Application Deadline: January 26, 2021 at 3 pm

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

5. 20/21-3036 - MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND PACIFIC OAKS COLLEGE

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding between Monrovia Unified School District and Pacific Oaks College.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti ____

Rationale:

Board approval of this Memorandum of Understanding with Pacific Oaks College is needed in order for Monrovia Unified School District to participate and provide educational field experiences as may be called for in the requirements of the teacher credentialing program. The memorandum of understanding shall be effective for three years.

Background:

This agreement will give the District benefits of having student teachers in the classroom/virtually while assisting in the preparation of future teachers. Students shall provide proof of clearance by the Department of Justice prior to student teaching.

ATTACHMENTS

- [Pacific Oaks College MUSD Student Teaching MOU 012021.pdf](#)

MEMORANDUM OF AGREEMENT
BETWEEN

Pacific Oaks College

AND

Monrovia Unified School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California (the "College"), and Monrovia Unified School District located at 325 E. Huntington Drive, Monrovia, CA 91016 (the "District").

I. RECITALS

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education; and

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum; and

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its Education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of Education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a directed teaching training program at School District for College's Education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

II. The College and the School District mutually agree:

1. To collaborate to establish the educational objectives for the directed teaching program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the directed teaching program.
2. The College agrees to select and assign students to School District for purposes of directed teaching. Any assignment of a Student Teaching Student to the School District shall be at the discretion of the College. However, School District reserves the right to interview any student selected by the College prior to accepting that student for training in the directed teaching program. Subject to the foregoing, students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by 30 days written notice, with consideration given to the clinical staff and space availability.

3. The School District may, for good cause, refuse to accept or terminate a Directed Teaching Student assigned for placement at the School District.
4. For purposes of this Agreement, Student Teaching means active participation by a Student Teaching Student in the duties and function of classroom teaching under the direct supervision and instruction of employees of the School District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing the employees to serve as classroom teachers in the schools/classrooms in which the directed teaching program is provided.
5. Student Teaching Students shall be students enrolled in College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for directed teaching placement with the School District.
6. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
7. Student Teaching Students will be bound by all applicable Federal, State, and local laws and ordinances concerning the student privacy and the confidentiality of student records.

III. The College agrees:

1. To designate a liaison or coordinator, hereinafter referred to as "Credential Analyst" to administer the College's responsibilities related to the program. At minimum, the College's Fieldwork Supervisor will visit each Student Teaching Student's school site to observe the Student Teacher and provide support to the Student Teacher and Master Teacher as necessary.
2. To assume responsibility for assuring the directed teaching program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.
3. To provide prerequisite coursework, academic instruction and support for Student Teacher enrolled in the program.
4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Credential Analyst, Fieldwork Supervisor, the School District's Supervising Principal and the School Site Mentor assigned by the School District on items pertinent to teacher education and supervision.
5. To direct the assigned Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.

6. To supply the Credential Analyst at the School District with the appropriate forms to be used in evaluating the performance of the assigned Student Teacher.
7. To require the Student Teacher to provide, prior to the commencement of the Student Teaching assignment, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.
8. To issue a stipend of \$250.00 to each Student Teacher's Master Teacher after completion of the close of the College's semester. In the event that a Student Teacher's placement is terminated, the Master Teacher shall receive payment from the College as though there had been no termination, except that if the Student Teacher is terminated before one half of the semester is completed, the Master Teacher shall be paid only one half of the stipend.

IV. The School District agrees:

1. To designate a Credential Analyst who will be responsible for organizing and coordinating the planning and implementation of the intern teaching program, and administering School District's responsibilities under this Agreement.
2. To provide student teaching experience for College's Student Teaching Students.
3. To provide the physical facilities and equipment necessary to conduct the directed teaching program.
4. To designate a Master Teacher, mutually agreed upon by the School District and the College, to supervise the practical aspect of the Student Teacher's participation in the directed teaching program and provide support to the Student Teacher as necessary. The Master Teacher must be a professional who is validly credentialed (clear teaching credential with three or more years of teaching experience) by the California Commission on Teacher Credentialing, other than emergency or provisional credential, complete the mentor teacher training approved by the College or show proof of previous training, and must be authorized to serve as a classroom teacher in a school or classroom where directed teaching placement is provided.
5. To advise the College of any changes in personnel, operation or policies that may affect the directed teaching program.
6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's directed teaching program.
7. To provide the assigned Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.
8. To advise the College of any serious deficiency noted in the ability of an assigned Student Teacher to progress toward achievement of the stated objectives of the student teaching

program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Credential Analyst to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

V. GENERAL TERMS AND CONDITIONS

1. The Agreement between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the School District. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.
6. **Worker's Compensation Insurance.** It is understood and agreed that College's students are not to be considered employees of the College and therefore students are not eligible for workers compensation insurance and the College does not maintain workers compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.

7. **Term.** This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
8. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
9. **Termination.** The expectation of all parties is that the Student Teacher will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the School District. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the College or School District is separate from termination of the Student Teacher's, Master Teacher's, or either Credential Analyst's employment. It is assumed that if there is an early termination of this agreement on the part of the Student Teacher, the School District or Master Teacher, that such a decision must include consultation with the qualifying degree program.
10. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Avenue
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu

For District: Monrovia Unified School District
Attn: Claudia Granger
325 E. Huntington Drive
Monrovia, CA 91016
Email: cgranger@monroviaschools.net
11. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
12. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
13. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.

14. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

15. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

<i>Jerell Hill</i>	Jerell Hill	Dean	
College Representative Signature	Printed Name	Title	Date
District Representative Signature	Printed Name	Title	Date

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

6. 20/21-5034 - ADOPT RESOLUTION NO. 2021-12, "A NATIONAL DAY OF RACIAL HEALING"

RECOMMENDATION

The Board of Education is requested to adopt resolution No. 2021-12, recognizing January 19, 2021, as a "National Day of Racial Healing," and acknowledges the deep racial divisions that exist in America and must be overcome and healed.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti ____

Rationale:

This January 19, 2021, will be the fifth annual National Day of Healing. Established in 2017, the National Day of Healing, was created to acknowledge the deep racial divisions that exist in America and must be overcome and healed. This resolution aligns with the efforts of the Board of Education to promote fairness and equality in District culture and procedures.

Background:

The National Day of Healing was established in 2017 by more than 550 leaders from around the United States who wanted to set aside a day to take action together. Conceived in 2016 and implemented for the first time in January of 2017 by the W.K. Kellogg Foundation, it has three areas of focus: 1. Reinforce and honor our common humanity, while celebrating the distinct differences that make our communities vibrant. 2. Acknowledge the deep racial divisions that exist in America and must be overcome and healed. 3. Commit to engaging people from all racial and ethnic groups in genuine efforts to increase understanding, communication, caring and respect for one another.

Additional Information:

The proposed resolution is attached.

ATTACHMENTS

- [MUSD Res National Day of Healing - 011321.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION #2021-12
DECLARING JANUARY 19, 2020, AS A
“NATIONAL DAY OF RACIAL HEALING”

WHEREAS, we have all witnessed racial divisiveness rising in America’s urban, rural, suburban, and tribal communities today that threatens the very core of this great country’s unified front; and

WHEREAS, just like those who came before us, it is our duty to protect the children of this country and maintain communities in which they may all be given the opportunity to succeed; and

WHEREAS, we understand and recognize that there is a racial divide in our country and we must all work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society so that all children can thrive; and

WHEREAS, children have the right to be provided every opportunity to learn, grow, and thrive in nurturing environments that don’t violate their safety, dignity and humanity; and

WHEREAS, every single person has the capability to make a simple change within him or herself that can have a profound effect on an entire society; and

WHEREAS, if we all dedicate ourselves to the principles of truth, racial healing and transformation, we can all bring about the necessary changes in thinking and behavior that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, racial healing is a vital and crucial commitment to the education, social, mental and overall well-being of *all* our children; and

WHEREAS, Monrovia Unified School District, in conjunction with others throughout the United States, acknowledges the Tuesday following Martin Luther King, Jr. Day, as the “National Day of Racial Healing,” and urges all citizens to promote racial healing and transformation in the ways that are best suited for them individually, as a means of working together to ensure the best quality of life for every child.

WHEREAS, Monrovia Unified School District has demonstrated a long-term commitment by having established teachings around equity, by beginning the training of staff in anti-bias strategies, questioning the causes resulting in disparities in student success, developing a multi-tiered system of support for all students and adults in social emotional learning, leading to a framework that instills skill and awareness around diversity, thereby fostering the ability to establish and maintain healthy and rewarding

relationships with diverse individuals and groups; and

WHEREAS, Monrovia Unified School District Governing Board of Education continues to demonstrate a strong commitment to racial healing and a continued resolve to denounce racism and discrimination as evidenced in Resolution 1920-25, “Denouncing Racism and Discriminatory Acts in America & Affirming MUSD’s Commitment to Tolerance, Understanding, and Diversity in Schools,” now;

THEREFORE, BE IT RESOLVED, Monrovia Unified School District hereby declares January 19, 2020, as the “National Day of Racial Healing.”

Signed by the Monrovia Unified School District Governing Board of Education, this 13th day of January, 2021:

Maritza Travanti, President

Selene Lockerbie, Vice President

Traci Gholar, Clerk

Jennifer Anderson, Board Member

Rob Hammond, Board Member

Katherine F. Thorossian, Superintendent

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

7. 2020-5035 - DESIGNATE REPRESENTATIVE TO THE LOS ANGELES COUNTY SCHOOL TRUSTEES ASSOCIATION FOR 2020-21

RECOMMENDATION

The Board of Education will designate a representative to the Los Angeles County School Trustees Association.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

8. 2020-5036 - DESIGNATE A BOARD LIAISON TO EACH OF THE FOLLOWING DEPARTMENTS: BUSINESS, EDUCATIONAL SERVICES, HUMAN RESOURCES, TECHNOLOGY, AND ELEMENTARY & SECONDARY TASK FORCES

RECOMMENDATION

The Board of Education will designate a Board Liaison to each of the following departments: Business, Educational Services, Human Resources, Technology, and Elementary & Secondary Task Forces.

Rationale:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

9. 2020-5037 - DESIGNATE TWO BOARD MEMBERS TO PARTICIPATE IN THE LOCAL CONTROL ACCOUNTABILITY PLANNING (LCAP) MEETINGS FOR 2021-2024 SCHOOL YEARS

RECOMMENDATION

The Board of Education will designate two Board members to participate in the planning meetings for the development of the 2021-2024 Local Control Accountability Plan (LCAP).

Rationale:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

10. 2020-5038 - DESIGNATE A REPRESENTATIVE TO ATTEND COMMUNITY MEETINGS: CHAMBER GOVERNMENT AFFAIRS, CHAMBER BOARD OF DIRECTORS & COORDINATING COUNCIL

RECOMMENDATION

The Board of Education will designate a representative to attend community meetings: Chamber Government Affairs, Chamber Board of Directors & Coordinating Council.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-01-13 19:00:00

AGENDA ITEM TITLE:

11. 20/21-5039 - PENDING BOARD ISSUES

RECOMMENDATION

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

Rationale:

To provide a schedule for updates regarding issues that are critical for the Board of Education as part of their priorities and goals.

Background:

The Board will revise this document as they see fit. Items will be deleted as they are completed.

Additional Information:

BP 6157 Distance Learning has been added to Pending Board Issues as a recurring item to be revisited at the end of the school year.

ATTACHMENTS

- [Pending Board Issues 011321.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.	Annually Feb

Issue/Question/Request	Status	Next steps
Cyclical Reports (continued)		
<p>Student Achievement: standards & 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>1/27/21 • SARC Board approval</p> <p>2/10/21 • Mid-Year Review – Multiple Measures Report • Career Tech Pathways (ROP) (Board update) • Physical Fitness Results (Board update)</p> <p>2/24/21 • Summer School 2020 Plans/ Explore summer</p> <p>4/14/21: • CELC Program Report • Carl Perkins Application • Outdoor Education Program Report (BU)</p> <p>4/28/21 • Village Program Report • Skills USA Student Recognition • Dual Immersion Program Report</p> <p>5/26/21 • Class of 2021 Report • Homeless & Foster Youth Report (Board Update)</p> <p>6/9/21: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data • GATE Program Report (Board Update)</p> <p>6/23/21: • Music/Art Community Theater Report</p>	
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	February 2021
E-Rate	E-rate funding approval annually.	Jan/Feb/Mar
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct/Nov/Dec.	Next report Feb 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
Cyclical Reports (Continued)		
Budget/ Enrollment/Staffing	<p><u>2020-21 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • Jan. 27, 2021: 2019-20 Audit Report • Jan. 27, 2021: Governor’s January Budget Proposals (Board update) • Feb. 10, 2021: 2020-21 Student Attendance Report based on P-1 ADA Report • Feb.10, 2021: 2021-22 Budget based on Governor’s January Budget Proposals • Feb. 24, 2021: 2021-22 Enrollment & Staffing Report • Mar. 10, 2021: 2020-21 Second interim Budget Rpt • May 12, 2021: 2020-21 Student Attendance Report based on P-2 ADA Report • May 26, 2021: 2021-22 Governor’s May Budget Revision (Board Update) • June 9, 2021: 2021-22 Adopted Budget Public Hearing • June 23, 2021: 2021-22 Budget Adoption 	
Board Walks (Board site visits)	Elementary and secondary schools will be scheduled for 2020-21 SY	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2021	Annually in fall
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2022
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring: Class Size 2/24/21; Staffing Report 3/10/21	Next report Spring 2021

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	<ul style="list-style-type: none"> Review legislative policy changes/updates Special Education funding 	2020-21
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2020-21
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> Receive recommendations about the Facilities Master Plan needs assessment 	Facilities Advisory Committee will convene in Fall 2021
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> To collaborate and discuss matters of importance to both the City of Monrovia and the District 	Working on potential dates
State of the Schools	<ul style="list-style-type: none"> Provide recap of State of the Schools Address that occurred on October 21, 2020 	Date for 2021-22 SY State of the Schools Address TBD
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	In progress
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Grant submitted with letters of support from representatives
BP 6157, Distance Learning	<ul style="list-style-type: none"> Update on how the policy has integrated into the learning environment 	End of 2020-21 SY
Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2020-21 SY
Board Workshop	<ul style="list-style-type: none"> Workshop to discuss goals, communication protocols 	Feb or Mar 2021

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2020-21
	Business Policies	2020-21
	Human Resources Policies	2020-21
	Educational Services Policies	2020-21
	Pupil Personnel Services	2020-21