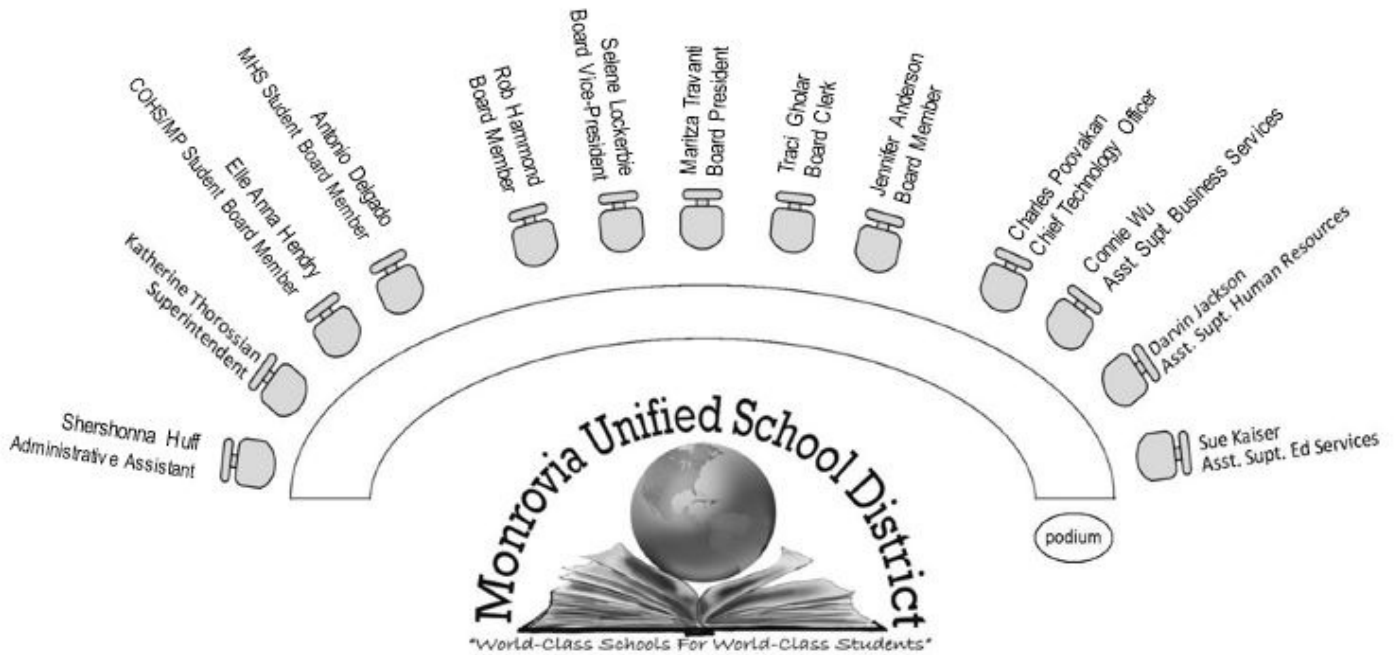




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, February 24, 2021
6:30 p.m. - Virtual Zoom Meeting

BOARD OF EDUCATION OPEN SESSION
Wednesday, February 24, 2021
7:00 p.m. - Virtual Zoom Meeting

CORONAVIRUS DISEASE (COVID-19) ADVISORY

In response to the COVID-19 pandemic, the Board of Education will be conducting its meetings virtually until further notice. This means that public access to the physical meeting will be eliminated; however, remote public participation is allowed and encouraged.

You may submit public comments via email before each meeting. Please send all public comments to publiccomments@monroviaschools.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. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING (6:30 p.m.)

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

1. Meeting called to order by presiding chairperson, _____ at _____ pm.
2. Pledge of Allegiance by Clifton MS

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 _____
MHS Student Board Member Antonio Delgado _____

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 February 10, 2021.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti _____

BM Minutes - February 10, 2021

[BM Mins - 021021.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports
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@monroviaschools.net. You may indicate whether you wish to have your comment read during public comments, or if about an agendized item, during that item's place on the agenda. Please be sure to include your

name, email, and best method of contact to reach you to follow-up.

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

2. Public Comments for items on the Open Session Agenda

H. INFORMATIONAL REPORTS AND PRESENTATIONS

1. TEACHING AND LEARNING PANDEMIC UPDATE. (Dr. Katherine Thorossian, Superintendent).

The Board of Education will receive the latest updates impacting education during the 2020-21 school year.

2. DUAL IMMERSION PROGRAM UPDATE. (Dr. Sue Kaiser, Asst. Supt. of Ed. Services).

The Board of Education will receive an informational report on the latest updates being made to the Dual Immersion program.

3. 2021-22 PRELIMINARY REVENUE PROJECTION REPORT. (Connie Wu, Asst. Supt. of Business Services).

The Board of Education is requested to receive a Preliminary Revenue Projection Report for the General Fund for the 2021-22 school year.

[2021-22 Preliminary Revenue Projection Report.docx](#)

4. 2021-22 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION. (Connie Wu, Asst. Supt. of Business Services).

The Board of Education is requested to receive the 2021-22 Enrollment and Certificated Staffing Projection.

[2021-22 Enrollment and Staffing Narrative.pdf](#)

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 - 1079 - SCHOOL COUNSELOR CANDIDATE PRACTICUM/FIELDWORK AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS (CSUDH)

The Board of Education is requested to approve an agreement with CSUDH that will allow school counseling fieldwork student(s) to work under the direct and continuing supervision of a CSUDH supervisor.

[CSUDH Agreement re School Counseling Fieldwork Intern - 20210224.pdf](#)

2. 20/21 - 1081 - RENEWAL OF CONTRACT WITH NAVIANCE, INC.

The Board of Education is requested to approve a contract with Naviance, Inc., a college and career readiness program that helps students connect their academic progress with their post-high school goals. Effective from April 22, 2021 through April 21, 2026.

[Naviance Contract 20210212.pdf](#)

BUSINESS SERVICES

3. 20/21-2083 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipt; Deposit Report No. 22 through No. 24 deposited February 5, 2021 through February 16, 2021 for a total amount of \$868,901.44.

[BA Item 2083\(b\) Deposit Rpts #22-#24 2-24-21.pdf](#)

4. 20/21-2084 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2084\(b\) Budgetary Transfers 2-24-21.pdf](#)

5. 20/21-2088 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$323,168.08 issued November 13, 2020 through November 27, 2020, and payments in the amount of \$6,240,622.98 issued January 27, 2021 through February 10, 2021.

[BA Item 2088\(b-e\) Purchase Order Rpt 2-24-21.pdf](#)

6. 20/21-2089 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-12.

[Acceptance of Gifts #2021-12 02-24-21.pdf](#)

7. 20/21-2090 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements report #9 for the Monrovia Unified School District.

[Professional Service Agmts #9.pdf](#)

8. 20/21-2093 - LEASE AGREEMENT WITH RICOH CORPORATION

The Board of Education is requested to approve a 5 year (60 months) lease agreement, with purchase option, from Ricoh Corporation for the lease and option to purchase two (2) Ricoh MP6002SP Configurable PTO model digital network copier/printers.

[BA Item 2093\(b\) Ricoh Copier Lease Agreement 2-24-21.pdf](#)

9. 20/21-2094 - CUMULATIVE OBJECT SUMMARY REPORTS

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of January 2021.

[BA Item 2094\(b\) Cumulative Object Summary Rpt - January 2021 2-24-21.pdf](#)

HUMAN RESOURCES

10. 20/21-3041 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #13.

[2021-02-24 Personnel Report 13.pdf](#)

11. 20/21-3042 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL

The Monrovia Unified School District Board of Education is requested to approve Travel and Conference Report #2.

[02242021TravelConference.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 20/21-1083 - SCHOOL ACCOUNTABILITY REPORT CARDS (SARC's) FOR MONROVIA UNIFIED SCHOOL DISTRICT SCHOOLS

The Board of Education is requested to approve the School Accountability Report Card (SARC) for each of the following schools: Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, Wild Rose School of Creative Arts, Clifton Middle School, Santa Fe Computer Science Magnet School, Monrovia High School, Canyon Oaks High School, and Mountain Park School for the 2020/2021 academic school year.

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

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

2. 20/21-2091 - RESOLUTION PROCLAIMING MARCH 8 - 12, 2021, AS "NATIONAL SCHOOL BREAKFAST WEEK"

The Board of Education is requested to adopt Resolution No. 2021-13 proclaiming the week of March 8-12, 2021, as "National School Breakfast Week", and declaring that National Breakfast Week breakfast will continue to be offered free for all K-12 Monrovia Unified School District students and for neighboring community children through the Seamless Summer Option meal program offered amidst the COVID-19 pandemic.

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

[BA Item 2091\(b\) #2021-13 National School Breakfast Week 2-24-21.pdf](#)

3. 20/21-2092 - REQUEST FOR SURPLUS SALE & RECYCLE OF OBSOLETE INSTRUCTIONAL MATERIALS

The Board of Education is requested to approve a surplus sale and the recycling of obsolete instructional materials no longer in use by the District.

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

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

4. 20/21-3043 – APPROVAL OF COMPREHENSIVE SCHOOL SAFETY PLANS

The Board of Education is requested to approve the Comprehensive School Safety Plans for the 2021-22 SY.

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

[2021-2022_ Comprehensive School Safety Plans for 02242021.pdf](#)

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

5. 20/21-5047 - BOARD POLICY 5144, DISCIPLINE & ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to receive for first reading Board Policy 5144, Discipline, and its accompanying administrative regulation as recommended by the MUSD Policy Review Committee.

[BP 5144 - Discipline \(1st Read PRC Review\).pdf](#)

6. 20/21-5049 - BOARD UPDATE AND DISCUSSION ON SUPERINTENDENT SEARCH

The Board of Education will receive the latest updates regarding the process of filling the upcoming superintendent vacancy at the end of the school year and discuss next steps.

7. 20/21-5050 - PENDING BOARD ISSUES

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

[Pending Board Issues 022421.pdf](#)

K. OLD BUSINESS

- March 10, 2021; 7:00 p.m. - Regular Board of Education Meeting
- March 24, 2021; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Open Houses

- Santa Fe CSMS - March 4, 2021
- Clifton MS - March 22-23, 2021
- COHS/MP - March 24-25, 2021
- CELC - March 25, 2021

Other Dates to Calendar

- All Staff In-Service (Pupil Free Day) - March 5, 2021
- Professional Development Day (Pupil Free Day) - March 19, 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, February 10, 2021

6:30 p.m. - Virtual Zoom Meeting

BOARD OF EDUCATION OPEN SESSION

Wednesday, February 10, 2021

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@monroviaschools.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 BOARD OF EDUCATION OPEN SESSION MEETING (6:00 p.m.)

1. Called to Order at 6:01 p.m.
2. Public Comments for items on the Closed Session agenda
There were none.

B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:01 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/Employment/Release (Government Code Section 54957) – Superintendent Search

C. ADJOURNED BOARD OF EDUCATION CLOSED SESSION at 7:06 p.m.

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

1. Meeting called to order by Board President Travanti at 7:09 p.m. Board President Travanti opened the meeting welcoming Henry Long IV to the MUSD family. Henry is the first child born to Clifton MS teacher Chelsea Strong and husband Hank.

2. Pledge of Allegiance led by Monroe ES

3. Roll Call:

Maritza Travanti, President	Present	Katherine Thorossian, Superintendent	Present
Selene Lockerbie, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Traci Gholar, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present

Jennifer Anderson, Member Present Connie Wu, Asst. Supt. of Bus. Svcs. Present
Robert Hammond, Member Present Charles Poovakan, Chief Tech. Officer Present
COHS/MP Student Board Member Elle Anne Hendry Present

3. 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.

Agenda item # J.2 was pulled from this agenda.

2. Approved the Minutes of the Regular Board of Education Mtg. on January 27, 2021.
Motion by Board Member Hammond, seconded by Board Member Lockerbie, **Vote 5-0**
Board Member Hammond – Y, Board Member Anderson – Y, Board Member Gholar - Y,
Board Member Lockerbie – Y, Board President Travanti – Y

BM Minutes - January 27, 2021

[BM Mins - 012721.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education & the Chamber of Commerce congratulated the following employees on being named **Monrovia Unified School District's "Employees of the Month"** for the month of **February**:

- **Nancy Kemp, Instructional Assistant - Clifton MS**
- **Nicholas Cardet, Teacher - Clifton MS**
- **Felicia Richardson, High School Registrar - MHS**
- **Kim Kirkendall, Teacher - MHS**

2. Board Member Reports

- **Board Member Lockerbie** thanked the **Monrovia Duarte Black Alumni Association** for the coordination of Black History month events throughout Monrovia in particular a workshop held on February 6, 2021, celebrating local Monrovia families.
- **Board President Travanti** shared with the Board and community the number of MUSD Board meetings held during the 2020 calendar year, in comparison with those of neighboring districts. **Board President Travanti** thanked Board member Hammond (then president), and the previous Board of Education for their leadership and commitment to keeping parents informed throughout that challenging year.

3. Student Board Member Report

4. Report from the Superintendent

- **Dr. Thorossian** encouraged the Board and community to check out the **California School News Radio podcast** that this week featured **MHS teacher Anthony Carlson and MHS senior Charlie Heatherly**.
- **Dr. Thorossian** also shared with the Board and community a summary of Black History month events that will be occurring throughout the District and community coordinated by the **Monrovia Duarte Black Alumni Association**.

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

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

- **Frank Giambattista** questioned the Board regarding a number of topics including the reopening of MUSD schools, the District's plan for a hybrid model of instruction, repayment options for a Board approved loan, and real-time public input during virtual Board meetings.

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

H. INFORMATIONAL REPORTS AND PRESENTATIONS

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

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. 20/21-1078 - AMENDMENT TO CONTRACT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) PROMISING LEARNERS PROJECT

The Board of Education approved an amendment to the 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. This amendment extends the terms of the contract through June 30, 2023.

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

[LACOE - Promising Learners Program 135756-A1 - 1 Yr. to 3 Yr. Amend.pdf](#).

BUSINESS SERVICES

2. 20/21-2082 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education ratified purchase orders in the amount of \$520,069.54 issued October 30, 2020 through November 13, 2020, and payments in the amount of \$665,183.76 issued January 14, 2021 through January 26, 2021.

[BA Item 2082\(b-e\) Purchase Order Rpt 2-10-21.pdf](#)

3. 20/21-2085 - ACCEPTANCE OF GIFTS

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2021-11.

[Acceptance of Gifts #2021-11 02-10-21. pdf](#)

4. 20/21-2086 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education approved the Professional Service Agreements report #8 for the Monrovia Unified School District.

[Professional Service Agmts #8. pdf](#)

HUMAN RESOURCES

5. 20/21-3040 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education approved Personnel Assignments Report #12.

[2021-02-10 Personnel Report 12. pdf](#)

BOARD BUSINESS

6. 20/21-5045 - AMENDMENT TO CERTIFICATION OF SIGNATURES

The Board of Education approved an amendment to the Annual Certification of Signatures for the 2020-21 school year.

J. ACTION ITEMS (Non-Consent)

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

1. 20/21-2087 - MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE SECONDARY SCHOOL AFFILIATED TO GUANGZHOU UNIVERSITY FOR THE CALIFORNIA MONROVIA HIGH SCHOOL INTERNATIONAL PROGRAM

The Board of Education approved a Memorandum of Understanding (MOU) between Monrovia Unified School District (MUSD) and the Secondary School Affiliated to Guangzhou University for the California Monrovia High School International Program.

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

Vote 5-0

[BA Item 2087\(b\) MOU between MUSD and the Secondary School Affiliated Guangzhou University for the CA MHS Intl. Prgm 2-10-21. pdf](#)

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

2. 20/21-5043 - BOARD POLICY 7310, NAMING OR RENAMING A FACILITY

The Board of Education is requested to receive for first reading Board Policy 7310, *Naming or Renaming a Facility*, as recommended by the California School Boards Association (CSBA).

[First Reading BP 7310 - Naming or Renaming a Facility \(Feb 10 - 2021\). pdf](#)

3. 20/21-5044 - BOARD DISCUSSION ON SUPERINTENDENT SEARCH

The Board of Education discussed the process of beginning a superintendent search for the upcoming superintendent vacancy at the end of the school year. The Board concluded that hiring an executive search firm would be in the best interest of the District and agreed that Dr. Thorossian would provide them with a list of search firms to review and determine next steps at the next Board meeting.

4. 20/21-5046 - PENDING BOARD ISSUES

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

[Pending Board Issues 021021.pdf](#)

K. OLD BUSINESS

- February 24, 2021; 7:00 p.m. - Regular Board of Education Meeting
- March 10, 2021; 7:00 p.m. - Regular Board of Education Meeting
- March 24, 2021; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Open Houses

- Santa Fe CSMS - March 4, 2021
- Clifton MS - March 22-23, 2021
- COHS/MP - March 24-25, 2021
- CELC - March 25, 2021

Other Dates to Calendar

- Board Workshop – February 12, 2021
- President's Day (All Sites Closed) - February 15, 2021
- Legal Holiday Observance (All Sites Closed) - February 22, 2021

M. Board President Travanti ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Hector Elizalde at 9:29 p.m.

Dr. Thorossian, Superintendent & Secretary of the Board

Traci Gholar, Board Clerk

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

1. TEACHING AND LEARNING PANDEMIC UPDATE. (*Dr. Katherine Thorossian, Superintendent*).

RECOMMENDATION

The Board of Education will receive the latest updates impacting education during the 2020-21 school year.

Rationale:

Background:

Budget Implication (\$ Amount):

Legal References:

Additional Information:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

2. DUAL IMMERSION PROGRAM UPDATE. *(Dr. Sue Kaiser, Asst. Supt. of Ed. Services).*

RECOMMENDATION

The Board of Education will receive an informational report on the latest updates being made to the Dual Immersion program.

Rationale:

Background:

Budget Implication (\$ Amount):

Legal References:

Additional Information:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

3. 2021-22 PRELIMINARY REVENUE PROJECTION REPORT. (Connie Wu, Asst. Supt. of Business Services).

RECOMMENDATION

The Board of Education is requested to receive a Preliminary Revenue Projection Report for the General Fund for the 2021-22 school year.

Rationale:

The Governor's proposed 2021-22 State Budget was released on January 8, 2021. The attached 2021-22 Preliminary Revenue Projection Report is the first step to develop the MUSD budget for the 2021-22 school year using state proposals and assumptions.

Background:

The District's Budget preparation process for the 2021-22 fiscal year includes both required budget reports (e.g., the 2021-22 Adopted Budget that will be presented for approval in June 2021), and informational reports. Informational reports are presented to the Board on an ongoing basis as updated information becomes available to assist the District administration and the Board of Education in budget planning and development.

Budget Implication (\$ Amount):

There is no cost to the District to present the 2021-22 Preliminary Revenue Budget Report.

Legal References:

Board Policy 3100 – "The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127".

Additional Information:

The 2021-22 Preliminary Revenue Projection Report is attached.

ATTACHMENTS

- [2021-22 Preliminary Revenue Projection Report.docx](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
2021-22 PRELIMINARY REVENUE PROJECTION REPORT**

2021-22 GOVERNOR'S BUDGET OVERVIEW

In contrast to the dire predictions of a projected \$54 billion budget shortfall in the State's 2020-21 Adopted Budget, State revenues have far exceeded expectations during this historic pandemic. In his January Proposed 2021-22 State Budget, California Governor Gavin Newsom projects budget surpluses in 2020-21 and 2021-22.

The Governor proposes an allocation of \$2 billion for 2021-22 to fund the Local Control Funding Formula (LCFF) Cost of Living Adjustment (COLA) estimated at 3.84%. This COLA is a compounded increase that includes the unfunded 2.31% COLA for 2020-21 and the 2021-22 estimated COLA of 1.50%. However, this will not backfill the funding that was lost in 2020-21 for this unfunded COLA.

Furthermore, while the proposed deferrals of February through May 2022 State apportionment to August through November 2022 have been eliminated, this year's February through June 2021 deferrals to July through November 2021 have not been rescinded. This will present potential cash flow issues for the District toward the end of this fiscal year.

LCFF funding levels in future years are proposed to increase by the statutory COLA, currently projected at 2.98% in 2022-23 and 3.05% in 2023-24. However, these future increases in LCFF funding are not guaranteed, and School Services of California (SSC) is recommending budgeting for lower COLAs of 1.28% in 2022-23 and 1.61% in 2023-24

Projected LCFF revenue for MUSD is \$51,305,506 in 2020-21, \$53,382,771 in 2021-22, and \$52,682,699 in 2022-23. Of this revenue, \$6,252,946 in 2020-21, \$6,733,740 in 2021-22, and \$6,644,375 in 2022-23 is Supplemental and Concentration Grant (S & C) funding that must be used for increased services for low income, English learner and foster youth students.

Ongoing Mandate Block Grant funding is proposed to increase from \$32.18 to \$32.66 per K-8 ADA and from \$61.94 to \$62.87 per 9-12 ADA in 2021-22 for COLA only. No other additional Mandate funding increases are proposed for future years despite increasing mandate costs.

State Special Education funding will receive the projected 2021-22 COLA of 1.50% only next year. In addition, the Governor is proposing \$300 million in ongoing funds for a Special Education Early Intervention Grant to focus on school readiness for infants, toddlers and preschoolers with special needs.

2021-22 PRELIMINARY REVENUE PROJECTION REPORT

2021-22 GOVERNOR'S BUDGET OVERVIEW (CONTINUED)

The Governor is proposing \$540 million for various programs to recruit and train quality educators. It is unknown how much, if any, of this funding would be available to MUSD.

State Preschool and State Child Nutrition funding rates are proposed to increase by the 2021-22 COLA of 1.5%.

The Governor is proposing \$300 million to incentivize the voluntary expansion of TK programs, and additional training for TK and Kindergarten teachers.

The Governor is calling for swift action to approve at least \$2 billion in one-time funding to support the safe reopening and operation of schools for in-person learning. Under this proposal schools reopening in March would qualify for additional funding of \$337.50 per Average Daily Attendance (ADA).

The 2019-20 State Budget Act included a \$3.15 billion one-time investment to provide short-term and long-term pension relief for CalSTRS and CalPERS employers. The projected 2021-22 and 2022-23 rates above reflect this relief. The Governor does not propose any additional funding to support pensions in the future.

The Governor proposes a deposit of \$3.04 billion to the State's Budget Stabilization Account (Rainy Day Fund). This will bring the Rainy Day Fund to \$15.6 billion. He also proposes a deposit of \$2.24 billion to the Public School System Stabilization Account (PSSSA), bringing this Proposition 98 Reserve to \$3 billion. This is in addition to the proposed State \$2.9 billion Reserve For Economic Uncertainties.

The \$3 billion balance in the State's PSSSA will trigger a District Reserve cap of 10% in 2022-23. Based on current budget projections, the District's 2022-23 Budget Reserve will not exceed the 10% CAP.

The proposed State budget includes combined reserves of \$21.5 billion in the 2021-22 Reserve for Economic Uncertainties, the State's Budget Stabilization Account (Rainy Day Fund), and PSSSA (Proposition 98) reserve. However, State budgets in future years are projected to face budget shortfalls, even assuming the economy continues to recover from the current recession.

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

4. 2021-22 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION.
(Connie Wu, Asst. Supt. of Business Services).

RECOMMENDATION

The Board of Education is requested to receive the 2021-22 Enrollment and Certificated Staffing Projection.

Rationale:

As a part of the budget development process, administration analyzes student enrollment for past school years in an effort to determine projected enrollment and certificated staff requirements for the coming year.

Background:

Projection of student enrollment, and staffing to accommodate the projected enrollment, is the first step in development of the annual budget. Enrollment trends are analyzed and staffing needs are based upon maintenance of current pupil-teacher ratios and special program staffing allocations. In 2020-21 and 2021-22, class size ratios are 24.0:1 for grades TK-3, 31.5:1 for grades 6-8, and 33.0:1 for grades 9-12. Based on future budget decisions and/or enrollment changes, adjustments will be made in subsequent budget reports as necessary.

Budget Implication (\$ Amount):

Legal References:

None.

Additional Information:

A narrative and the following tables are attached: Table I Five Year Enrollment Analysis and Projection Table II School Enrollment by Year Table III 2021-22 Enrollment and Staffing Projections

ATTACHMENTS

- [2021-22 Enrollment and Staffing Narrative.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
2021-22 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION**

Table I - Five Year Enrollment Analysis and Projection

Table 1 shows the District's declining enrollment in the past several years. In 2016-17, enrollment declined by 222 students or nearly 4%. This was the largest enrollment decline in several decades. In 2017-18, enrollment declined 53 students to 5,563. In 2018-19 enrollment declined by an additional 121 students, more than 2%, to 5,442. In 2019-20 enrollment declined by 38 students. This year, enrollment declined by 154 students to 5,250. This decline was mostly due to a decrease of 101 students in Kindergarten and 1st grade.

Future enrollment trends are determined by a weighted average of the three most recent years of student movement from one grade level to the next. For 2021-22 student enrollment is projected to decline by an additional 72 students to 5,178.

Table II - School Enrollment by Year

Table II reflects that total District enrollment decreased 2.85% this year compared to last year, and has decreased 6.52% since the 2016-17 school year to its lowest level since at least 1992. District enrollment peaked at 6,762 in 1999-00.

Overall, elementary school enrollment decreased an unprecedented 4.18% this year. This is mostly for decreased Kindergarten and 1st grade enrollment, which is likely due to the continuation of distance learning in 2020-21 required by the COVID-19 pandemic. Elementary school enrollment has decreased 7.85% compared to 2016-17 and is at its lowest level since at least 1992. Plymouth increased enrollment this year by 7.54%, and has increased enrollment by 23.51% since 2016-17. Enrollment in the Plymouth Mandarin Dual Immersion Program that began in 2015-16 is now at 227 students. The other elementary schools declined this year, with Bradoaks declining by 62 students or 13.63%. Enrollment at Bradoaks, Mayflower and Wild Rose have decreased substantially since 2013-14.

Clifton enrollment decreased 4.10% this year, but has increased 5.26% since 2016-17. In contrast, Santa Fe decreased 5.68% this year and has declined 15.88% since 2016-17. Declining middle school enrollment will likely continue for several years as smaller 5th grade classes promote to the middle schools.

At Monrovia High School, enrollment dropped 0.51% this year, and total high school enrollment at Monrovia High School and Canyon Oaks Continuation School decreased 3.00% this year to 1,614. This is the lowest high school enrollment since 1995-96.

**MONROVIA UNIFIED SCHOOL DISTRICT
2021-22 ENROLLMENT AND CERTIFICATED STAFFING PROJECTION**

Table III - 2021-22 Enrollment and Certificated Staffing Projections

The enrollment figures in Table III differ from those in Tables I and II in that Special Day Class (SDC) and Non-Public School (NPS) students are excluded, as they are not used to project general budget staffing needs. Projected **regular education enrollment** for October 2021 Census Day is 4,972, a decrease of 72 from October 2020 Census Day enrollment.

The staffing projections reflect a net decrease of 4.56 full-time equivalent (FTE) teacher positions for 2021-22, due to actual declining enrollment in 2020-21 and projected declining enrollment next year.

Elementary enrollment is projected to increase by 36 students in 2021-22. Teacher staffing is projected to decrease by 1 teacher FTE at Monroe, and increase 1 teacher FTE at Plymouth, for a net elementary school change of zero teachers FTEs. The District will stay below the maximum class size ratio of 24.0:1 in grades TK to 3 at each elementary site, as required to receive the Local Control Funding Formula 10.4% funding add-on for grades TK-3.

Middle school staffing is projected to decrease by 1.11 FTEs at Clifton and by 1.44 FTEs at Santa Fe, for a total decrease of 2.55 FTEs at the middle school level. This is due to a projected decline of 66 middle school students, and will keep the staffing ratio to 31.5:1.

Staffing at Monrovia High School is projected to decrease by 1.51 FTEs. This is due to a projected decline of 24 high school students, and will keep the staffing ratio to 33.0:1.

Canyon Oaks and Mountain Park staffing is projected to remain unchanged due to the needs of the programs.

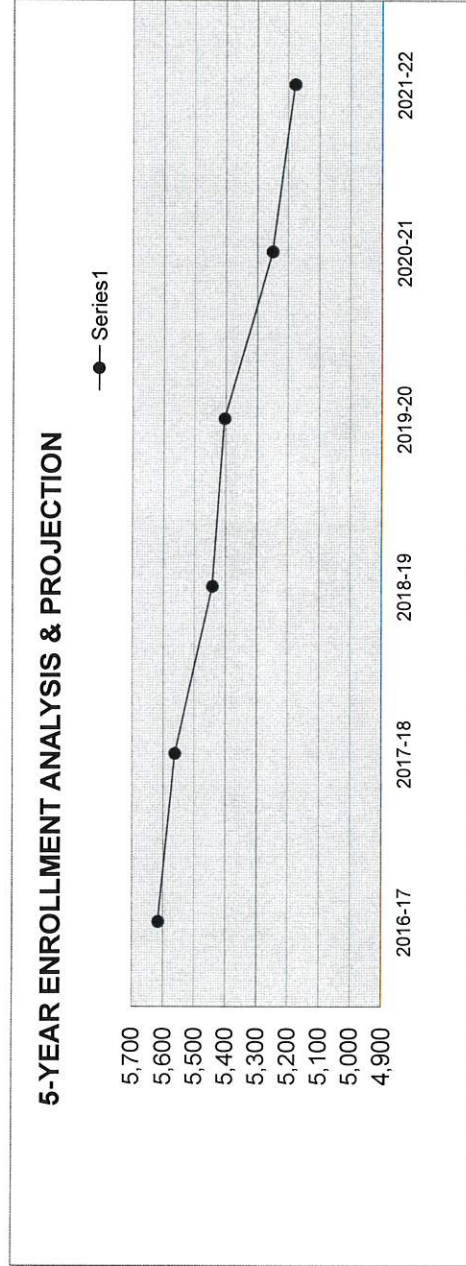
The average 2020-21 class size is projected to be 22.87 for grades TK to 3, The average TK-3 class size in 2020-21 was 22.62. In grades 4 and 5, average class size was 26.7 in 2020-21, and is projected to increase slightly to 26.92 in 2021-22. The District goal is to keep a District-wide average class size of 30:1 in Grades 4 and 5. Slightly smaller Grade 4 and 5 class sizes in 2020-21 and 2021-22 are due to the actual distribution of 4th and 5th grade students between elementary schools and programs.

Staffing ratios are 31.5:1 for the middle schools, and 33.0:1 at Monrovia High School in both years.

TABLE I 5-YEAR ENROLLMENT ANALYSIS AND PROJECTION Including Special Day Class (SDC) and Non-Public School (NPS) Students

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
October CBEDS Enrollment	5,616	5,563	5,442	5,404	5,250	5,178
Enrollment Change From Previous October	-222	-53	-121	-38	-154	-72
% Enrollment Change From Previous October	-3.80%	-0.94%	-2.18%	-0.70%	-2.85%	-1.37%

Projected



Projected

TABLE II SCHOOL ENROLLMENT BY YEAR Including all Special Day Class (SDC) Students

Location	10/2/2013	10/1/2014	10/7/2015	10/5/2016	10/4/2017	10/3/2018	10/2/2019	10/7/2020	% Change in Past Year	% Change Since 2016	% Change Since 2013
Bradoaks	564	528	512	480	462	462	455	393	-13.63%	-18.13%	-30.32%
Mayflower	573	555	540	539	524	507	546	505	-7.51%	-6.31%	-11.87%
Monroe	547	596	600	628	651	616	578	553	-4.33%	-11.94%	1.10%
Plymouth	430	419	418	404	450	451	464	499	7.54%	23.51%	16.05%
Wild Rose	547	511	523	484	444	394	395	386	-2.28%	-20.25%	-29.43%
Subtotal Elementary	2,661	2,609	2,593	2,535	2,531	2,430	2,438	2,336	-4.18%	-7.85%	-12.21%

Clifton	673	667	646	666	682	711	731	701	-4.10%	5.26%	4.16%
Santa Fe	671	612	619	573	527	521	511	482	-5.68%	-15.88%	-28.17%
Subtotal Middle	1,344	1,279	1,265	1,239	1,209	1,232	1,242	1,183	-4.75%	-4.52%	-11.98%

Monrovia High School	1,734	1,785	1,768	1,672	1,675	1,604	1,582	1,574	-0.51%	-5.86%	-9.23%
Canyon Oaks	140	100	110	84	84	105	82	40	-51.22%	-52.38%	-71.43%
Subtotal High School	1,874	1,885	1,878	1,756	1,759	1,709	1,664	1,614	-3.00%	-8.09%	-13.87%

Mountain Park	64	71	71	48	35	38	29	88	203.45%	83.33%	37.50%
Quest Academy	15	20	to MHS	to MHS	to MHS	to MHS	to MHS	to MHS	N/A	N/A	N/A
Adult Transition Program	9	15	13	15	14	13	12	9	-25.00%	-40.00%	0.00%
Non-Public School	21	24	18	23	15	20	19	20	5.26%	-13.04%	-4.76%

GRAND TOTAL	5,988	5,903	5,838	5,616	5,563	5,442	5,404	5,250	-2.85%	-6.52%	-12.32%
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TABLE III ENROLLMENT AND STAFFING PROJECTIONS Excluding Special Day Class (SDC) and Non-Public School (NPS) Students

Location	Official CBEDS Enrollment 10/7/2015	Official CBEDS Enrollment 10/5/2016	Official CBEDS Enrollment 10/4/2017	Official CBEDS Enrollment 10/3/2018	Unofficial CBEDS Enrollment 10/2/2019	Unofficial CBEDS Enrollment 10/7/2020	Projected CBEDS Enrollment October 2021	Change From October 2020 CBEDS Enrollment	Current Staff 2020-21	Staff Recommended 2021-22	Staff Changes From 2020-21
Bradoaks	488	460	440	439	434	369	362	-7	15	15	0
Mayflower	520	512	491	476	516	481	500	19	20	20	0
Monroe	592	618	651	616	578	553	542	-11	24	23	-1
Plymouth	401	398	431	435	444	479	502	23	20	21	1
Wild Rose	495	458	418	367	368	360	372	12	16	16	0
Subtotal	2,496	2,446	2,431	2,333	2,340	2,242	2,278	36	95	95	0
Clifton	623	647	655	678	699	673	648	-25	25.80	24.69	-1.11
Santa Fe	603	554	511	508	502	467	426	-41	17.67	16.23	-1.44
Subtotal	1,226	1,201	1,166	1,186	1,201	1,140	1,074	-66	43.47	40.92	-2.55
MHS	1,725	1,627	1,631	1,560	1,541	1,539	1,515	(24)	59.60	58.09	-1.51
Canyon	101	74	76	97	76	35	35	0	4.40	4.40	0.00
Subtotal	1,826	1,701	1,707	1,657	1,617	1,574	1,550	(24)	64.00	62.49	-1.51
Mountain Park	71	48	35	38	29	88	70	-18	3.10	2.60	-0.50
GRAND TOTAL	5,619	5,396	5,339	5,214	5,187	5,044	4,972	(72)	205.57	201.01	-4.56

(a) Bradoaks includes 1 Transition Kindergarten (TK) class beginning in 2020-21

(b) Mayflower includes 1 Transition Kindergarten (TK) class beginning in 2019-20

(c) Monroe includes 1 Transition Kindergarten class

(d) Plymouth includes 2 Transition Kindergarten classes

(e) Wild Rose includes 1 Transition Kindergarten (TK) class beginning in 2019-20

(f) The TK-3 school-wide average class size at a maximum of 24.0:1 in 2020-21 and 2021-22

(g) Middle school staffing is based on a 31.5:1 student/teacher ratio in 2020-21 and 2021-22

(h) MHS staffing is based on a 33.0:1 student/teacher ratio in 2020-21 and 2021-22, plus 2 FTEs for the Academic Excellence and Improvement Program and 1 FTE for Athletic Directors, Technology and ROP

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

1. 20/21 - 1079 - SCHOOL COUNSELOR CANDIDATE PRACTICUM/FIELDWORK AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS (CSUDH)

RECOMMENDATION

The Board of Education is requested to approve an agreement with CSUDH that will allow school counseling fieldwork student(s) to work under the direct and continuing supervision of a CSUDH supervisor.

Rationale:

Board approval of the Practicum/Fieldwork Agreement will allow school counseling fieldwork student(s) to work under the direct and continuing supervision of a CSUDH supervisor who provides general support in conjunction with the cooperating school.

Budget Implication (\$ Amount):

No direct cost.

Legal References:

Education Code 17604 requires that all contracts be approved by the governing board.

ATTACHMENTS

- [CSUDH Agreement re School Counseling Fieldwork Intern - 20210224.pdf](#)



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

COLLEGE OF EDUCATION
SCHOOL COUNSELING FIELDWORK/INTERN AGREEMENT

This Agreement ("Agreement") is executed on this 13th day of January, 2021, by and between the Trustees of the California State University on behalf of **California State University, Dominguez Hills ("University")** and Monrovia Unified School District ("School Site"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH:

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offer fully accredited School Counseling programs and to maintain classes and such programs at School Site for the purpose of providing training for students in such classes; and

WHEREAS, School Site provides a learning environment where students may complete their academic fieldwork studies for required coursework;

WHEREAS, The parties will both benefit by placing fieldwork students or interns at the School Site. Pupils are able to benefit from the school counseling service provided by the fieldwork student or intern while the fieldwork student or intern is able to benefit from the supervision and fieldwork experiences provided by the direct supervisor.

NOW THEREFORE, In consideration of the mutual promises set forth below, the Parties agree as follows:

I. PURPOSE

1. University Fieldwork and Internship Programs are designed to be partnerships between institutions of higher education and districts or organizations to meet the need for school counselors. Both the School Site and the institution must certify that interns do not displace certificated employees in participating School Sites.
2. "Fieldwork Students" as used herein and elsewhere in this agreement refers to School Counseling graduate students who are performing the duties of a School Counselor on a volunteer basis while under the supervision of a School Counselor while completing PPS Fieldwork requirements.
3. "Intern" as used herein and elsewhere in this agreement refers to a School Counseling graduate student working under the PPS Intern Credential who is employed by the School District as a School Counselor while completing PPS Fieldwork requirements.
4. "Fieldwork" and "Internship" as used herein and elsewhere in this agreement means the direct assumption of duties and functions of a School Counselor on a regular basis while the graduate student is completing PPS fieldwork credentialing requirements.
5. It is further agreed that an intern's salary will not be reduced to pay for supervision. University stipulates that interns' services meet the needs for the school counselors in the participating School Site.

II. UNIVERSITY RESPONSIBILITIES

1. Ensure that only qualified candidates will be admitted to the School Counseling Program, which will require at minimum:
 - a. Passing the California Basics Educational Skill Test (CBEST).
 - b. A valid Certificate of Clearance issued by the California Commission on Teacher Credentialing
 - c. A Bachelor's degree.
 - d. Baccalaureate grade point average of at least a 3.0 in the last 60 units.
 - e. Good academic standing in the CSUDH School Counseling Program.
2. During the course of the Fieldwork/Internship program, the candidate will complete the approved University Program. This program is CTC approved and differentiated for each candidate.

III. SCHOOL SITE RESPONSIBILITIES

1. The School Site shall supervise University graduate student ("Fieldwork Student or Intern") enrolled in the School Counseling curricula as Fieldwork Students or Interns. Such Fieldwork or Internships will be under the direct supervision and instruction of such employees of the School Site, as the School Site and the University through their duly authorized representatives may agree upon. University support personnel will assist School Site staff in providing appropriate supervision. See State of California Website regarding Pupil Personnel Services Credentials: <http://www.ctc.ca.gov/credentials/CREDS/pupil-personnel-svcs.html>.
2. Compensation to the School Site for providing direct supervision for the School Counseling Fieldwork Student or Intern will not be provided by the University. The School Counseling fieldwork or Intern program requires school fieldwork experience to fulfill the credentialing requirements set forth by the California Commission on Teacher Credentialing.
3. It is intended that this Fieldwork or Internship program encompass a period of at least one semester. The duration of the Internship will be determined prior by the School Site and the University for each intern.
4. The School Site and University will cooperatively develop and implement a support system for each Fieldwork Student or Intern. If approved by the School Site, the Fieldwork student may be paid for school counseling service.
5. The Fieldwork Students or Interns will be provided experience and practice in the school and classroom.
6. The School Site will provide the Fieldwork Students or Interns with a direct supervisor who is a PPS credentialed employee of the School Site and serves as a mentor.
7. Fieldwork Students or Interns will be required to be fingerprinted by the School Site's at the Intern's cost.
8. The School Site may dismiss a student if the student violates its standards, mission or goals. The School Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

IV. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue for a period of Three (3) years unless terminated by either party after giving the other party 30 days written notice

of the intent to terminate. If the School Site terminates this Agreement, it will permit any student working at the School Site at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

V. INDEMNIFICATION

The University agrees to defend all claims of loss, indemnify and hold harmless the School Site and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

The School Site agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Dominguez Hills and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the School Site or its employees, agents or volunteers in the performance of this Agreement

VI. INSURANCE

Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$3,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier rated at least A: VII or better by AM Best.

University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.

VII. CONFIDENTIALITY

Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither party shall release any protected student information without written consent of the students, unless required to do so by law or as dictated by the terms of this Agreement. The University is mandated by federal law to comply with the federal Standards for Privacy of Individually Identifiable Health Information (PHI) under Title II of the Health Insurance Portability and Accountability Act of 1996 (known as HIP AA), as amended by the HITECH Act (Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009). Parties agree not to use or disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement for the proper performance of duties and responsibilities hereunder. The Parties shall use appropriate safeguards to prevent use or disclosure of patient information, other than as provided.

VIII. FINGERPRINTING

Pursuant to California Education Code 45125.1, if School Site determines that the services provided by University students involve more than limited contact with School Site students, University students shall be fingerprinted (at students sole expense) as required by the School Site before services commence.

IX. GENERAL PROVISIONS**1. Dispute**

Any dispute arising under the terms of this MOU which is not resolved within a reasonable period of time by authorized representatives of School Site and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the School Site and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

2. Non Discrimination

The parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on the basis of race, color, religion, national origin, sex, gender identity, gender expression, ancestry, physical or mental disability, medical condition, pregnancy, age (over 40), marital status, political affiliation, sexual orientation, genetic information, covered veteran status, or any other classification prohibited by state or federal laws.

3. Independent Contractors

School Site is, for all purposes, an independent contractor and shall not be deemed an employee of the University. School Site and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While School Site may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall School Site and its employees be entitled to unemployment or workers' compensation benefits from University.

4. Status of Students

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either Facility or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Facility's "workforce" for purposes of HIPAA compliance.

5. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

6. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

7. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or

any of its provisions.

8. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

9. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Notices

All notices or other communication provided for in this MOU shall be given to the Parties addressed as follows:

TO UNIVERSITY:
California State University, Dominguez Hills
1000 E. Victoria Street
Carson, CA 90747
Attn: Procurement and Contracts

TO SCHOOL SITE:
Monrovia Unified School District

325 E Huntington Dr.

Monrovia, CA 91016

(626) 471-2034

11. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

12. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

BY Sabrina Rodriguez

Name Sabrina Rodriguez

Title Buyer I

Dated 01/13/2021

SCHOOL SITE

BY _____

Name _____

Title _____

Dated _____

Contract Number: _____

UNIVERSITY

APPROVED TO FORM (COLLEGE OF EDUCATION)

BY _____

Name _____

Title Dean, College of Education

Dated _____

BY _____

Name _____

Title Chair, Division of Graduate Education

Dated _____

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

2. 20/21 - 1081 - RENEWAL OF CONTRACT WITH NAVIANCE, INC.

RECOMMENDATION

The Board of Education is requested to approve a contract with Naviance, Inc., a college and career readiness program that helps students connect their academic progress with their post-high school goals. Effective from April 22, 2021 through April 21, 2026.

Rationale:

Naviance is a college and career readiness program that helps students connect their academic progress with their post-high school goals. It enables students to develop six-year plans, beginning in middle school, to explore and plan for the future. The student and family portal allows access to accurate information about college requirements, course requests, and progress towards the goals established by each student. Naviance incorporates the latest research from Gallup regarding career planning and interest inventories. The eDocs program connects with Common Application, facilitating the transcript submission process immeasurably. Finally, it offers an alumni tracker creating a vehicle through which we might maintain connect with Monrovia graduates.

Budget Implication (\$ Amount):

The cost of this five-year renewal is \$117,460.00, which includes students enrolled in Clifton Middle School, Santa Fe Middle School, Canyon Oaks High School, Monrovia High School, and Monrovia Adult Education Program.

Account:

10.4-07303.0-11100-10000-5850-6004300

Additional Information:

A copy of the contract is attached.

ATTACHMENTS

- [Naviance Contract 20210212.pdf](#)



Sales Order Form

400 E Business Way
Suite 400
Cincinnati, OH 45241
www.hobsons.com

Sold To: Monrovia Unified
Name: Doris Wang
Address: 325 E Huntington Dr, Monrovia, CA 91016-6419
Email: dwang@monroviaschools.net
Phone: (626) 471-2000
Naviance ID: 0625320dus

Order Date: January 6, 2021

Valid Until: 4/21/2021
Quote Number: Q399295
Contract Start Date: 4/22/2021
Contract End Date: 4/21/2026
Contract Term (in months): 60
Currency: USD

Hobsons Contact:
Name: Samara Cipriani
Email: samara.cipriani@hobsons.com
Phone:

Purchase Order:
Payment Term: Net 30

Subscription	Subscriber	Description	Quantity	Start Date	Term (In Months)
Naviance Essentials Solution	Canyon Oaks High School	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, Insights Premium, Naviance eDocs, and Naviance AlumniTracker.	110	4/22/2021	60
Naviance Essentials Solution	Monrovia High	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, Insights Premium, Naviance eDocs, and Naviance AlumniTracker.	1,620	4/22/2021	60
Naviance Essentials Solution - MS	Clifton Middle	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, and Insights Premium.	720	4/22/2021	60
Naviance Essentials Solution - MS	Santa Fe Middle	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, and Insights Premium.	530	4/22/2021	60
Consulting Hours (Naviance)	Monrovia Unified	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful	15	4/22/2021	12

		Naviance implementation for students and staff.			
Consulting Hours (Naviance)	Monrovia Unified	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.	15	4/22/2022	12
Consulting Hours (Naviance)	Monrovia Unified	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.	15	4/22/2023	12
Consulting Hours (Naviance)	Monrovia Unified	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.	15	4/22/2024	12
Consulting Hours (Naviance)	Monrovia Unified	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.	15	4/22/2025	12

Total Price:	117,459.99
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Notes: <i>(if applicable)</i>	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	Payment #1 (4/22/21)- \$23,492 Payment #2 (4/22/22)- \$23,492 Payment #3 (4/22/23)- \$23,492 Payment #4 (4/22/24)- \$23,492 Payment #5 (4/22/25)- \$23,492

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Catherine Real	creal@monroviashools.net
Billing	Doris Wang	dwang@monroviashools.net
Payment Method:	Purchase Order #	Paying by credit or debit card?
	Check	Credit Card #
	Wire Transfer #	Card Holder Name:
		Expiration Date (MM/YY):
		Billing Zip Code:
		Security Code:
		Country:
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms as amended and attached herein. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

_____ Yes, a Purchase Order is required. It will be sent to Hobsons by _____.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

HOBSONS, INC.

DocuSigned by:

Paul McConville

B3C548FF88CF464...

Signature

Paul McConville

Name

SVP - Sales & AM

Title

2/12/2021

Date

Address: 400 E-Business Way, Ste. 400

Cincinnati, OH 45241 USA

CUSTOMER

Signature

Name

Title

Date

Address: _____

Purchase Order & Order Forms:

Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

Remit To:

Naviance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

Terms of Service

(Last Updated: 5/21/19)
(Effective: 5/21/19)

YOUR USE OF THE NAVIANCE PLATFORM (THE "SERVICE") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE (THE "TERMS").

These Terms govern your use of the Service. The Service is owned and operated by Naviance Inc. ("Naviance"), a subsidiary of Hobsons, Inc. ("Hobsons").

By viewing, accessing, or using the Service (or any part thereof), you agree that these Terms are a binding legal agreement between you and Naviance, and you agree to be contractually bound both by the Terms, as Naviance may modify them from time to time, and by any Order Form (together with the Terms, the "Agreement"). For purposes of clarity, any Order Form that attaches or references these Terms is deemed to incorporate these Terms. The latest version of the Terms is available on the Service, including when you log in to the Service.

If you have entered into the Agreement on behalf of an educational institution (an "Institution") or other entity, you represent that you have the necessary authority to bind that Institution or entity to the Agreement. If you do not have the necessary authority, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. If you do not agree to these Terms, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. Any viewing, access, and/or use of the Service in violation of these Terms, or in a manner not authorized by these Terms, is unauthorized, is expressly prohibited, and is a violation of these Terms.

Naviance is committed to protecting your privacy, and therefore maintains a Privacy Policy that is incorporated as part of these Terms and the Agreement and which may be viewed [here](#).

As used in these Terms and the Agreement, (i) "Customer" refers to the Institution and its officers, directors, employees, and agents (and excludes Naviance Competitors); (ii) "User" refers to a student, a student's parent(s) or legal guardian(s), and/or a person (excluding Naviance Competitors) who registers for the Service through an account provided by Customer; and (iii) "Naviance Competitor" means any entity that, in the sole opinion of Naviance, is an actual or potential competitor of Naviance or Hobsons, including without limitation any competing college and career readiness platform, product, or service, and includes any officer, director, employee, independent contractor, agent, or affiliate of such entity. For the avoidance of doubt, no Naviance Competitor: is permitted to be a Customer or User; can meet the definition of a Customer or User; or is permitted to view, access, or use the Service without express written permission from the General Manager of Naviance or Chief Executive Officer of Hobsons.

By viewing, accessing, or using the Service, you represent and warrant that you (i) are not a Naviance Competitor or acting on behalf of one in registering for, or viewing, accessing, or using the Service; and (ii) are authorized to view, access, or use the Service under these Terms.

1. Scope. The Service is a web- and mobile-application-based college and career readiness platform that helps students explore goal setting, academic planning, career exploration, and

college and related post-secondary education preparation and planning. The Service also helps to identify and facilitate student connection with higher-education institutions and scholarship providers that are of interest, while simultaneously operating as the system of records for Customers. Many core features of the Service may be activated solely at the discretion of Customer.

The Service also includes a browser interface and data transmission, access, storage (subject to commercially reasonable limits as may be imposed by Naviance in its sole discretion), and single sign-on capabilities. Customers and Users are responsible for their own Internet connection, communications, and computer costs.

2. Optional Features.

2.1. Matching Features. The college-planning function contained in the Service includes certain optional features (collectively, "Matching") that allow students to view information from and interact with Hobsons' higher education Intersect subscribers ("Higher Education Institutions"). Matching is inactive by default, and therefore must be enabled by an authorized representative of Customer who has obtained consent from the student's parent or legal guardian prior to the activation of Matching. Matching may be turned on or off at any time at the sole discretion and control of Customer.

If Customer enables Matching for its students, its students will be able to:

1. View supplemental material on college profile pages and upcoming informational and other pre-enrollment events, and
2. RSVP to upcoming events hosted by Higher Education Institutions.

In addition, students who meet certain non-personally identifiable criteria will:

1. Receive additional information about nonprofit Higher Education Institutions, and
2. If a student expresses interest in a nonprofit Higher Education Institution, that student will receive an invitation through the Service to connect directly with the Higher Education Institution. The student may then choose either to disregard or to respond to the invitation.

No student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student has explicitly opted to send his/her information directly to the Higher Education Institution.

2.2. Third-Party Features. Customer may choose to activate and/or purchase features and services within the Service that are provided by third-party service providers. All such third-party features and services are inactive by default, and must therefore be enabled by an authorized representative of Customer. Such features and services may be turned on or off at any time at the sole discretion and control of Customer.

Once activated, some of these third-party service providers require that a limited amount of personally identifiable information be shared in order to for the third-party feature or service to function properly. All third-party service providers are contractually required (i) to comply with all applicable laws, (ii) to use the personally identifiable information only as necessary to provide the Service to Customer, (iii) to delete the personally identifiable information when no longer

needed or when Naviance requests that it be deleted on behalf of Customer, and (iv) to comply with the [Privacy Policy](#). If information is not required by the third-party service provider in order to operate the third-party service, it is not provided to such third-party service provider.

Certain third-party services are included with the purchase of the Service while others must be purchased separately, and may be subject to additional terms and conditions from Naviance and the applicable third-party service provider.

The liability of Naviance to Customer or any User for or in connection with any such third-party services shall be limited to the amount of fees paid to Naviance by such Customer for such third-party services less any amounts paid by Naviance to such third-party service provider for such third-party service.

2.3. Credit-Card Processing. Where applicable and necessary for additional purchases by an authorized representative of Customer, Naviance shall engage the services of third-party intermediaries to provide credit-card-processing services to Customer. Such intermediaries are solely links in the distribution chain and are prohibited from storing, retaining, or using the information provided, except for the sole purpose of credit card processing and/or as otherwise required by law. Before Customer submits credit card information, Customer must agree to any applicable third-party intermediary's terms of service and privacy policies including, without limitation, provisions on limited warranties and liability.

2.4. Interactive Areas. The Service may contain discussion forums in which Customers may post reviews of, make recommendations for, or give ratings for content, events, products, services, or third-party providers, or post other content, messages, materials, or other items ("Interactive Areas"). Interactive Areas are not accessible to Users.

Interactive Areas include Intersect by Hobsons, which allows Customers to edit their school profiles, interact with college admissions counselors, and manage college visit scheduling. Access to Intersect shall be subject to separate terms and conditions [available here](#).

Customer is solely responsible for Customer's use of such Interactive Areas, and acknowledges and agrees that Naviance may set up any such Interactive Area to be accessible by all Customers or by certain Customers selected in Naviance's sole discretion.

2.4.1. No review, recommendation, or rating of any matter or service provider within the Service or in any Interactive Area shall be deemed to be an association with, sponsorship of, or an endorsement by Naviance of any the particular matter, or a guarantee of any service provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness, or other personal and professional characteristics.

2.4.2. Naviance takes no responsibility and assumes no liability for any content posted, stored, or uploaded by any Customer or any third party in any Interactive Area, or for any loss or damage related to or resulting from Customer's or any other person's use of any Interactive Area, nor shall Naviance be held liable for any mistakes, defamation, slander, libel, omissions, falsehoods, or obscenity Customer may encounter in any Interactive Area. Although Naviance has no obligation to screen, edit, or monitor any of the content posted to or distributed through any Interactive Area, Naviance reserves the right, and has sole and absolute discretion, to remove, screen, or edit without notice any content posted to any Interactive Area at any time and for any reason, and Customer is solely responsible for creating backup copies of and

replacing any material that Customer posts or stores in any Interactive Area at Customer's sole cost and expense.

3. Service Fees and Payments. Customer's access to and use of the Service shall be subject to certain fees set forth in the Order Form. Customer will pay all fees in accordance with the billing terms in effect at the time a fee or charge is due and payable to Naviance, as noted in the Order Form. All service fees are due and any amounts paid are non-refundable whether or not Customer uses the Service.

3.1. Billing and Renewal. Fees for the Service are payable to Naviance in advance. Except in the case where the Order Form includes an autorenewal provision, Naviance will notify Customer of the opportunity to renew the Service approximately thirty (30) days prior to the contract end date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties as may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of Naviance).

3.2. Billing Information. In all cases, Customer shall provide Naviance with complete and accurate billing and contact information. This information shall include, without limitation, legal name, street address, e-mail address, name, and telephone number of an authorized billing contact. Customer agrees to update this information promptly following any change thereto.

Customer may opt to purchase additional, optional features by request, and subject to additional terms.

3.3. Fee Changes. Naviance reserves the right, in its sole and absolute discretion, to change the fees or any other charges and to introduce any new fees or charges at any time, upon at least thirty (30) days prior notice to Customer; provided, however that such fees and charges shall not become effective for Customer for services then in effect on Customer's account until the next renewal period for Customer's account.

3.4. Non-Payment and Suspension of Service. Customer's account will be considered delinquent if payment in full of the amount set forth on an invoice is not received within thirty (30) days following the date of the applicable invoice. Naviance reserves the right to suspend or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent. Payments not received by Naviance within thirty (30) days following the date of the invoice shall bear interest at a rate equal to one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses paid by Naviance for the purpose of collection. Customer will continue to be charged during any period of suspension. Customer agrees that Naviance may charge unpaid fees to Customer's credit card, if applicable, or otherwise bill Customer for unpaid fees. Naviance also reserves the right to impose a separate reconnection fee should Customer request access to the Service once outstanding fees have been paid.

4. Naviance Information.

4.1. Naviance Ownership. As between Naviance and you, Naviance retains all rights, including Intellectual Property Rights, title, and interest in and to the Service. Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration

of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (i) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (ii) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (v) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired. Further, Naviance shall have any and all proprietary rights in, without limitation, any suggestions, ideas, enhancement requests, feedback, and recommendations provided by any Customer, User, or other party relating to the Service.

For purposes of clarity, the Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property Rights owned by Naviance to Customer or Users other than as expressly set forth herein. Naviance® is a registered trademark, and the Naviance logo and product names associated with the Service are trademarks of Naviance or third parties, and no right or license is granted to use them other than as expressly set forth in the Agreement; provided, however, that Customer may link to the homepage of the Naviance website located at www.naviance.com or to the Service from another website, for the purposes of directing Users to the website or the Service and that such link may include the Naviance name and relevant product name(s). Customer may not frame any page of a Naviance website.

4.2. Confidential Information. Except for information provided by a Customer or User, all information available in or through the Service is confidential information of Naviance and/or Hobsons ("Confidential Information"). Customers and Users acknowledge that the only reason they have access to and can view that Confidential Information is by virtue of a Customer's purchase of the license contemplated by Section 5 below. Customers and Users agree that the Confidential Information will be maintained as confidential and shall be protected as a trade secret of Naviance and/or Hobsons. Customers and Users acknowledge that the Service and its components have been created, compiled, prepared, selected, and arranged by Naviance through the expenditure of substantial time, effort, and money, and that it constitutes the valuable property of Naviance. Customers and Users agree to take all necessary precautions to comply with all copyright, trademark, trade secret, patent, contract, and other laws necessary to protect all rights in the Confidential Information. For the avoidance of doubt, anyone or any entity that does not meet the definition of a Customer or User may not view, access, or use the Confidential Information without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

5. License to Customer. Subject to the Agreement, Naviance grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide, limited right and license to use the Service solely for Customer's own business purposes and for the ability to provide Users each with an individual account to use the Service. Customer shall not, without the prior express written permission of Naviance: (i) license, sublicense, sell, resell, transfer, or assign the Service to any third party; (ii) modify or make derivative works based upon the Service; or (iii) commercially exploit the Service in any way. All rights not expressly granted to Customer in the Agreement are reserved by Naviance and its licensors. Subject to the Agreement, Customer grants to Naviance the non-exclusive, worldwide right to use, copy, store, transmit, and display Customer and/or User data hosted on the Service by Naviance ("Customer

Data") only in accordance with applicable laws and the terms of the Privacy Policy. For the avoidance of doubt, Customer has no right to grant any license to view, access, or use the Service to anyone or any entity that does not meet the definition of a Customer or User without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

6. Customer and User Responsibilities. Customer is responsible for any and all activities that occur under or in connection with Customer's and its Users' accounts, and by accessing the Service, Customer agrees to the [Terms of Use](#), incorporated herein by reference. Customer and Users shall: (i) maintain the confidentiality of account names and passwords; (ii) notify Naviance immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Naviance immediately, and stop immediately any use of the Service that is inconsistent with these Terms that is known or suspected; (iv) assure that use of the Service shall at all times conform to these Terms and the Agreement; (v) not impersonate or attempt to impersonate another Customer or User or provide false information in an attempt to gain access to or use the Service; (vi) not create accounts for or share accounts with any individual or entity not permitted to be a Customer or User under these Terms; (vii) not allow anyone not authorized to be a Customer or User under these Terms to view, access, or use the Service; and (viii) not otherwise facilitate the viewing, access, or use of the Service by anyone not authorized to be a Customer or User under these Terms.

In the event that a Customer or User makes any attempt to gain unauthorized access to another Customer's or User's account, or to view or manipulate the records of another Customer or User, Naviance reserves the right, in its sole discretion, to terminate the Agreement, and inform any relevant authorities of such violation.

7. Account Information and Data. Naviance, on behalf of itself, its employees, consultants, subcontractors, and third parties assisting Naviance in providing the Service, and Customer each represents, warrants, and covenants that it complies with, and will comply with, all applicable federal, state, and international data-protection and privacy laws and regulations with respect to the personally identifiable information collected, stored, and maintained through the Service, as well as with all applicable business regulations.

Naviance may disclose Customer or User information if necessary in order to comply with subpoenas, court orders, or regulatory requests; to protect Naviance's systems and customers; or to ensure the integrity and operation of Naviance's business and systems. When legally permissible, Naviance will notify Customer in advance of such disclosures and reasonably cooperate with Customer to limit the scope of such disclosures.

7.1. Privacy. Naviance is committed to protecting the privacy of Customer and User personally identifiable information, and maintains a detailed Privacy Policy, which may be viewed [here](#). Naviance reserves the right to modify its Privacy Policy in accordance with the procedure outlined in that policy.

7.2. Family Educational Rights and Privacy Act ("FERPA"). In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the parties agree as follows: (A) Customer appoints Naviance as a "school official" as that term is used in FERPA §§ 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Naviance acknowledges that it shall be bound by all

relevant provisions of FERPA, and agrees that personally identifiable student information as defined in FERPA, obtained from Customer and its Users by Naviance in the performance of this Agreement: (i) will remain under the "direct control" of the Customer; (ii) will be used only to fulfill Naviance's responsibilities under the Agreement; (iii) will only be disclosed to third parties operating in partnership with Naviance as necessary to provide Services to Customer, provided that all such third parties are contractually bound to manage the information in compliance with the Naviance Privacy Policy and security policies in accordance with the requirements set forth in Section 7 above and applicable laws, and to use the information for the sole and limited purpose of providing the Service to the Customer; and (iv) will not be disclosed to other third parties except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student's parent/legal guardian, or if the student is eighteen (18) years of age or older, signed and written consent of the student.

7.3. Children's Online Privacy Protection Act ("COPPA"). Without limiting the generality of Section 7 of the Agreement, in the event that Customer allows Users under the age of 13 to submit personal information as defined in the Children's Online Privacy Protection Act (COPPA) to Naviance in connection with its use of the Service, Customer agrees that it will be responsible for obtaining verifiable parental consent prior to making the Service available to such Users. Naviance shall fully comply with COPPA and any rules or regulations promulgated thereunder.

7.4. Security. Naviance implements, maintains, and updates, as appropriate, reasonable security policies, procedures, and practices as dictated by the nature of the personally identifiable information collected and maintained through the Service, in order to protect such information from unauthorized access, destruction, use, modification, or disclosure.

The Service has security measures in place to help protect against the loss, misuse, and alteration of Customer and User personally identifiable information. When the Service is accessed using a supported web browser, Transport Layer Security (TLS) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. Naviance also hosts the Service in a secure server environment that uses a firewall and other technologies in an effort to prevent interference or access from outside intruders. Data is secured at rest using storage level encryption. The Service also require unique account identifiers, user names, and passwords that must be entered each time a Customer or User signs on. The Internet, however, is not perfectly secure and Naviance shall not be responsible for security incidents not reasonably within its control.

8. Term of Service and Termination.

8.1 Term of Service. Unless otherwise set forth on the Naviance Order The Agreement commences on the earlier of the date the Order Form is executed or the "contract start date" set forth on the Order Form (the "Effective Date") and shall continue for the initial term set forth on the Order Form (the "Initial Term"), unless terminated by Naviance pursuant to the Agreement, including these Terms. In the event the Order Form includes an autorenewal provision, the Agreement shall automatically renew after the Initial Term for consecutive one (1) year terms (each, a "Renewal Term") unless Customer provides Naviance with written notice of its intent not to autorenew not fewer than thirty (30) days prior to the conclusion of the Initial Term or the then-current Renewal Term.

8.2. Termination for Cause; Suspension. Naviance may terminate any portion of the Agreement, or the entire Agreement, in the event of any breach by a Customer of any term of the Agreement, including these Terms, that is not remedied within fifteen (15) days after written notice to that Customer. If Naviance terminates the Agreement under this Section 8.2, in addition to any other rights or remedies available to Naviance, all fees due by Customer through the end of the Initial Term or the then-current Renewal Term are accelerated and immediately due and payable. Naviance may suspend or interrupt the provision of any portion of the Service to a Customer upon Naviance's good-faith determination of any violation by that Customer of Sections 4, 5, or 6 herein. Naviance will restore provision of the Service only if, in Naviance's sole opinion, Naviance has received satisfactory assurances as to the cessation of the violation. The Customer is responsible for all fees and charges during any suspension period.

8.3. Data Retention. As soon as practicable upon expiration or termination of the Agreement, but in any event no later than six (6) months after expiration or termination, Naviance will delete personally identifiable student information. Notwithstanding the above, Customer may, at any time and in its sole discretion, request in writing that its personally identifiable student information be deleted, and Naviance shall comply with any such written request within thirty (30) days.

Naviance has no obligation to retain Customer Data if Customer or User has materially breached this Agreement and such breach has not been cured within fifteen (15) days following receipt of written notice of such breach from Naviance. Naviance has no obligation to retain Customer Data if the account is delinquent, and such Customer Data may be irretrievably deleted.

Under all circumstances, within a reasonable timeframe prior to deletion of student personally identifiable information, Naviance will notify Customer so that Customer may utilize functionality within the Service to export its data.

Notwithstanding the above, if Naviance provides accounts for student users, Naviance may transfer a copy of records created by or otherwise available to a student into their individual account.

9. Representation, Warranties, and Covenants. Each party represents, warrants, and covenants that it has the full legal power and authority to enter into the Agreement. Naviance represents, warrants, and covenants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Service will perform substantially in accordance with the on-line Naviance help documentation under normal use and circumstances. Customer and Users represent, warrant, and covenant that they have not falsely identified themselves nor provided any false information to gain access to the Service and that they will comply with the terms of the Agreement, including these Terms.

10. Indemnification.

10.1. Indemnification by Customer. Customer shall indemnify, defend, and hold Naviance, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim arising from or alleging a breach by a Customer or

User(s) of any provision of the Agreement, provided that Naviance: (a) gives written notice of the claim to Customer as soon as practicable; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Naviance and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim without Customer's prior written consent.

10.2. Indemnification by Naviance. Naviance shall indemnify, defend, and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the copyright, patent, trademark, and other intellectual and proprietary rights of a third party. Naviance shall have no indemnification obligation, and Customer shall indemnify Naviance pursuant to the Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of Customer's or any of Customer's licensor's products, service, hardware, or business process(es), so long as such use was not authorized or directed by Naviance, such authorization and/or direction having been expressly given in writing.

11. Disclaimer of Warranties. (I) NAVIANCE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT PROVIDED TO NAVIANCE BY CUSTOMER OR USERS; (II) NAVIANCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NAVIANCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. Limitation of Liability. In no event shall Naviance be liable to you for any indirect, special, exemplary, or consequential damages including, without limitation, loss of data or lost profits, in any manner related to the Service or your use thereof based in contract, negligence, strict

liability, or otherwise, whether or not they had any knowledge, actual or constructive, that such damages might be incurred. The maximum liability for Naviance arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected to the Service shall not exceed the amount paid to Naviance by you for use of the Service.

14. Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

15. Local Laws and Export Control. In this Section 15 (Local Laws and Export Control) only, "**Export Controls**" means any export control and economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union (or any Member State thereof), the United Nations and each other jurisdiction in which Naviance is incorporated, operates, conducts business or to which it is subject from time to time, including, but not limited to: (i) the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control's economic sanctions regulations; (ii) sanctions programmes maintained by the British Government, EU regulation on the control of exports of dual-use items and technology and any applicable European Union restrictive measure that has been or is to be implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy; and (iii) the Indian Foreign Trade (Development and Regulation) Act, 1992, the Indian Weapons of Mass Destruction and Their Delivery Systems (Prohibition of Unlawful Activities) Act, 2005, and notifications and Foreign Trade Policy issued from time to time by the Director General of Foreign Trade, Department of Commerce and Industry, Government of India.

15.1. The Service provides services and uses software and technology that may be subject to Export Controls depending on who uses them, for what purposes they are used and where they may be used. Accordingly, Customer undertakes and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported in breach of Export Controls. This shall include, but not limited to, Customer ensuring that the Service is not used, directly or indirectly, by a specially designated person or entity listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or the European External Action Service Consolidated List of financial sanctions targets (collectively "**Designated Nationals**").

15.2. Customer represents and warrants that it is not owned or under the control of a Designated National and the funds used to pay for the Service are not derived from a Designated National or an activity which would otherwise be in breach of Export Controls. If Customer uses the Service in breach of Export Controls, including using the Service as, for or on behalf of a Designated National, or reasonably suspects that such a breach has or will arise, then Customer shall immediately notify Naviance in writing upon which the Service may be terminated by the Naviance at its sole discretion in writing to Customer.

15.3. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Naviance and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer remains solely responsible for applying for and obtaining an appropriate licence for use of the Service if so required under

Export Controls, including those controls applicable to Customer. Any diversion of the content contrary to US laws and regulations is prohibited.

16. Notice. Naviance may give notice by means of a general notice on the Service or by written communication or e-mail to the address of the primary contact for Customer or Users on record with Naviance. Such notice shall be deemed to have been given to Customer or Users upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail). Customer or Users may give notice to Naviance at any time by letter delivered by a nationally recognized overnight delivery service or first class postage prepaid mail, by e-mail, or by fax to Naviance Inc., 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201, 703-859-7319 (fax), legal@naviance.com, or such other address as may be designated from time-to-time. Such notice shall be deemed given when received by Naviance.

17. Modification. The Agreement may only be modified by the express written agreement of both parties.

18. Assignment. The Agreement, including all rights and obligations hereunder, may not be assigned by Customer or Users without the prior written approval of Naviance.

19. Governing Law; Forum; Naviance Remedies; Miscellaneous Provisions.

19.1. Governing Law; Forum. The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the Commonwealth of Virginia and controlling United States federal law, without regard to the choice- or conflicts-of-law rules of any jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Alexandria City in the Commonwealth of Virginia, and Arlington County in the Commonwealth of Virginia, for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service. You expressly waive any objection to personal jurisdiction or venue in the state and federal courts identified in the preceding sentence, including any *forum non conveniens* argument.

19.2. Governing Law and Venue. If any action at law or in equity is brought to enforce or interpret the provisions of the Agreement, then (i) if Customer is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under Alexandria City law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Arlington County, Commonwealth of Virginia, and venue for the action shall be Alexandria City, Commonwealth of Virginia; and (ii) if Naviance is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles County, California, and venue for the action shall be Los Angeles, California, where Customer is located.

19.3. Naviance Remedies. You acknowledge that any breach of the Agreement, including these binding Terms, and including without limitation the restrictions on any unauthorized viewing, access, or use of the Service, will cause irreparable harm and injury to Naviance, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that Naviance shall be entitled to injunctive relief. Material breach of the Agreement, including these binding Terms, harms the integrity, functionality, and reputation of the Service and Naviance and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Naviance, the Service, and the computers and servers through which Naviance offers the Service. Indeed, you agree that in the event you materially breach these binding Terms, Naviance will have to incur significant time, expense, and fees in investigating and remediating the breach (including, for example, the cost of attorney and Naviance employee time).

You agree that if you do not meet the definition of a Customer or User and you (i) view, access, or use the Service; (ii) violate Section 4.2; or (iii) otherwise act in a way not authorized by these Terms, you will pay Naviance's reasonable attorney's fees and costs, to be determined by a court, but not less than \$100,000, an amount the parties agree would be the minimum reasonable fee for any legal action required to investigate the violation of and enforce these binding Terms. The payment of attorney's fees and costs contemplated in the previous sentence is in addition to any damages or other relief awarded by the Court.

19.4. Severability. If any provision of the Agreement, including these binding Terms, is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If the provision cannot be construed to be rendered valid, it shall be severed from the remainder of the Agreement and these binding Terms, which shall remain in full force and effect.

19.5. Miscellaneous Provisions. In the event of any inconsistency between the Agreement, including these binding Terms, and any purchase order or similar terms on any Customer form, the Agreement shall control. No joint venture, partnership, employment, or agency relationship exists between Naviance and Customer or Naviance and Users as a result of this Agreement or use of the Service. The failure of Naviance to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Naviance in writing. The Agreement, including these binding Terms and the incorporated [Terms of Use](#), comprises the entire agreement between Naviance and Customer and Naviance and Users with respect to the Service and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Sections 4, 6, 7, 9, 10, 11, 13, and 19, and Customer's obligation to pay any fees due under the Agreement, shall survive termination of the Agreement.

20. Professional Services. In the event Customer elects to receive professional services, including professional development and/or consulting services from Hobsons, the following terms shall apply. Customer agrees to contact Naviance prior to the session if Customer has any questions regarding these responsibilities.

20.1. Customer Responsibilities for Professional Development. All professional development sessions are hands-on sessions and require a computer for each participant. Customer must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. Customer must also plan to have no more than 15 individuals attend a training session at a time to ensure proper student to instructor ratio for effective learning. Customer agrees to work with Naviance to ensure that any professional development session purchased is conducted within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver a session within 12 months from the date of purchase shall constitute a cancellation by Customer as described in Section 20.6.

20.2. Customer Responsibilities for Consulting Services. With respect to consulting services, Customer agrees to the required preparation as outlined by Naviance to effectively start the engagement and utilize the services of the Naviance Consultant. Customer agrees to work with Naviance to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver consulting services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased. With regards to Delegated Authentication, implementation of this service is the responsibility of Customer. The Naviance consultant cannot provide a SOAP-based web service or the technical support to create this service. With regards to automated data import,

implementation of cURL is the responsibility of Customer. The Naviance consultant cannot install cURL, create a cURL directory, or configure cURL for Customer.

Customer understands that as part of providing certain consulting services as specified by Customer Naviance may have access to Customer's student data in order to provide those services. Such access will be for the sole and limited purpose of providing Customer with information and analytics about Customer's and its User's configuration and use of the Services and progress within the Services, and to provide insights, recommendations and reports for the sole and exclusive use by Customer for its purposes.

20.3. Warranties. Naviance warrants that each of its instructors and consultants performing such professional services shall have the proper skill, training, and background to perform in a competent and professional manner. Such professional services may include unknown and unforeseen problems and Naviance shall attempt to resolve such problems, should they occur. Customer acknowledges that Naviance does not warrant that a satisfactory solution to all problems will be possible.

20.4. Payments and Refunds. Customer or a contact designated by Customer will be invoiced for professional development session(s) and consulting services at the time of purchase. If applicable, Naviance will invoice Customer for travel expenses incurred by the instructor(s) for any on-site professional development services and consultant(s) for any on-site consulting services. Payments are due in accordance with Section 3 and within the time frame stated on each invoice and all consulting services and professional development sessions are non-refundable except as a result of a request by Naviance to cancel or reschedule a professional development session as described in Section 20.5.

20.5. Cancellation or Rescheduling by Naviance. Naviance reserves the right to cancel or reschedule sessions. In the event Naviance cancels or asks to reschedule a session, Customer may choose to reschedule, attend another comparable session, or receive a full refund.

20.6. Cancellation or Rescheduling by Customer. Customer may reschedule an on-site or webinar session that has been previously confirmed by Naviance, provided that Customer agrees to: (i) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (ii) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to our instructor(s) and, if applicable, travel expenses); and (iii) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Naviance, in the event of any of the following: (i) failure to schedule a session to be conducted within 12 months from the date of purchase; (ii) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance; or (iii) failure by Customer to reschedule a session in accordance with the provisions of this Section 20. Customer agrees to pay any fees for services and to pay any expenses incurred by Naviance on Customer's behalf in connection with sessions confirmed by Naviance and canceled by Customer. If cancellation of a session is a result of inclement weather resulting in a school or delay, Customer is still responsible for paying any expenses incurred by Naviance on the Customer's behalf, however the session will not be considered cancelled by Customer.

21. Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Naviance reserves the right to remove

any material on the Service which allegedly infringes another person's copyright. If you believe in good faith that materials hosted by Naviance infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked. Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information in writing: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed, including, where possible, a copy or the location (*e.g.*, URL) of an authorized version of your work; (iii) a description of the material that you claim to be infringing, as well as its location within the Service; (iv) your name, address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices for the Service should be sent to: Matthew S. Kelman, Esq., 53 West 23rd Street, 12th Floor, New York, NY 10010. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

3. 20/21-2083 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipt; Deposit Report No. 22 through No. 24 deposited February 5, 2021 through February 16, 2021 for a total amount of \$868,901.44.

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 #22 through #23 is attached.

ATTACHMENTS

- [BA Item 2083\(b\) Deposit Rpts #22-#24 2-24-21.pdf](#)

DEPOSIT REPORT

2/5/2021

DEP #22

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8699-0000000	\$ 1,808.04	Other Local Income
01.0-00000.0-00000-82000-8650-6000028	(58.85)	LKT PAC Adj. Rental/Utilities
01.0-90109.0-00000-00000-8699-2010000	710.00	Donations
01.0-90109.0-00000-00000-8699-2040000	160.00	Donations
01.0-90109.0-00000-00000-8699-3060000	5,000.00	Donations
01.0-90114.0-00000-00000-8699-6010040	500.00	Donations
01.0-90125.0-00000-00000-8699-2030000	1,303.70	Donations/PTA
01.0-90221.0-00000-82100-8650-4080000	147.40	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	147.40	LKT PAC Rental/MHS
01.0-90501.0-00000-00000-8689-0000000	4,454.73	Village Program/Parent Contributions
01.0-90609.0-00000-00000-8699-2020000	3,000.00	Art of Teaching Grant
01.0-90609.0-00000-00000-8699-2030000	3,500.00	Art of Teaching Grant
01.0-90621.0-00000-00000-8699-0000000	2,500.00	Induction Program
01.0-90622.0-00000-00000-8699-2010000	1,000.00	Edible Garden Grant
01.0-90623.0-00000-00000-8699-2010000	1,450.00	Outdoor Discovery Science Grant
01.0-00000.0-00000-00000-9570-0000000	18,257.88	Retirees Health Insurance
01.0-90304.0-11100-49000-5890-4080000	860.00	Abate/Refund/Services
Subtotal	<u>44,740.30</u>	General Fund
12.0-90503.0-00000-00000-8673-1650000	549.67	Tuition Based Preschool
Subtotal	<u>549.67</u>	Child Development Fund
25.0-95500.0-00000-00000-8681-0000000	289,897.28	Developer Fees
Subtotal	<u>289,897.28</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	72.52	LKT PAC Donations
63.0-90221.0-00000-00000-8650-6000028	2,653.20	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	(197.00)	LKT PAC Adj. Rental/Labor
Subtotal	<u>2,528.72</u>	Enterprise Fund
Total	<u><u>\$ 337,715.97</u></u>	

DEPOSIT REPORT

2/8/2021

DEP #23

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	\$127,032.78	Federal Reimb. SNP
13.0-53201.0-00000-37000-8220-0000000	94,910.22	Federal Reimb. CACFP
Total	<u>\$221,943.00</u>	Food Services Fund

DEPOSIT REPORT

2/16/2021

DEP #24

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 8,271.52	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	2,639.00	Other Local Income
01.0-90109.0-00000-00000-8699-3060000	25.60	Donations
01.0-90109.0-00000-00000-8699-3070000	500.00	Donations
01.0-90109.0-00000-00000-8699-4090000	15.00	Donations
01.0-90114.0-00000-00000-8699-6010012	1,100.00	Donations
01.0-90124.0-00000-00000-8699-2050000	150.00	Donations
01.0-90125.0-00000-00000-8699-2030000	5,000.00	Donations/PTA
01.0-90501.0-00000-00000-8689-0000000	5,245.53	Village Program/Parent Contributions
01.0-00000.0-00000-00000-9570-0000000	16,654.87	Retirees Health Insurance
01.0-00000.0-00000-82000-5510-4080000	853.45	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000	1,994.60	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5530-4080000	0.23	Abate/Utilities/MHS Pool
01.0-81500.0-00000-81100-4380-6040047	121.11	Abate/Refund/Supplies
01.0-81500.0-00000-81100-5630-4080000	2,461.60	Abate/Maintenance/MHS Pool
Subtotal	<u>45,032.51</u>	General Fund
11.0-00000.0-00000-27000-5882-7100000	(744.27)	Bank Fees
11.0-00000.0-41340-00000-8671-0000000	123,495.92	Ad Ed Tuition/Career Ed
11.0-00000.0-41360-00000-8671-0000000	30.00	Ad Ed Tuition/Adult Literacy
11.0-00000.0-41360-10000-8699-7100000	2,600.00	Ad Ed Supplies/Adult Literacy
11.0-00000.0-41390-00000-8671-0000000	9,375.00	Ad Ed Tuition/Fee Based
11.0-00000.0-41390-10000-8699-7100000	10.00	Ad Ed Supplies/Fee Based
11.0-63910.0-00000-00000-8590-0000000	113,880.33	Adult Ed. Block Grant
11.0-90109.0-00000-00000-8699-0000000	43.00	Donations
Subtotal	<u>248,689.98</u>	Adult Education Fund
13.0-53100.0-00000-37000-8520-0000000	10,610.07	State Reimb SNP
Subtotal	<u>10,610.07</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	4,425.20	Developer Fees
Subtotal	<u>4,425.20</u>	Capital Facilities Fund
76.0-00000.0-00000-00000-9560-0000000	484.71	Voluntary Deductions
Subtotal	<u>484.71</u>	Payroll Clearance Fund
Total	<u>\$309,242.47</u>	

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

4. 20/21-2084 - BUDGETARY TRANSFERS AND REVISIONS

RECOMMENDATION

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

Rationale:

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

Background:

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

Budget Implication (\$ Amount):

No impact on fund balance. (See additional information)

Legal References:

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

Account:

N/A

Additional Information:

These budget transfers between expenditure classifications have no impact on the fund balance. Increases and decreases in expenditures in these budget revisions are off-set by revenue adjustments or are taken from the prior year restricted ending balances and have no impact on the unrestricted fund balance.

ATTACHMENTS

- [BA Item 2084\(b\) Budgetary Transfers 2-24-21.pdf](#)

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

Board Report:
Budget Revision

Board Meeting Date:
2/24/2021

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED LOCAL RESOURCES			
# 90108.0 - REIMBURSE PRO-ACTIVE TUTORING			
Classified Salaries	\$2,271.20	\$2,271.20	FY 2019-20 Carryover
#90109.0 - DONATIONS - SITES			
Books and Supplies	\$60,920.11	\$60,920.11	FY 2019-20 Carryover
# 90112.0 - DONATIONS - MONROVIA ELEMENTARY OLYMPIC			
Services/Other Operations	\$45.54	\$45.54	FY 2019-20 Carryover
#90114.0 - DONATIONS - CABINET DEPTS.			
Books and Supplies	\$501.11	\$501.11	FY 2019-20 Carryover
# 90121.0 - DONATIONS - DISTRICT MUSIC PROGRAM			
Books and Supplies	\$2,556.63	\$2,556.63	FY 2019-20 Carryover
# 90122.0 - DONATIONS - M.S.F.			
Certificated Salaries	\$8.50		FY 2019-20 Carryover
Employee Benefits		\$8.50	
# 90124.0 - DONATIONS - ARTS PROGRAM			
Books and Supplies	\$5,506.98	\$5,506.98	FY 2019-20 Carryover
# 90125.0 - DONATIONS - PTA			
BRADOAKS			
Books and Supplies	\$3,899.71	\$3,899.71	FY 2019-20 Carryover
MAYFLOWER			
Books and Supplies	\$8,065.53	\$8,065.53	FY 2019-20 Carryover
MONROE			
Books and Supplies	\$4,972.91	\$4,972.91	FY 2019-20 Carryover
PLYMOUTH			
Services/Other Operations	(\$301.50)	(\$301.50)	FY 2019-20 Carryover
WILDROSE			
Books and Supplies	\$200.01	\$200.01	FY 2019-20 Carryover
CLIFTON			
Books and Supplies	\$12,000.00	\$12,000.00	FY 2019-20 Carryover
# 90126.0 - DONATIONS - DISTRICTWIDE			
Books and Supplies	\$3,000.00	\$3,000.00	FY 2019-20 Carryover
# 90210.0.0 - USE OF FACILITIES			
Books and Supplies	\$3,867.27	\$3,867.27	FY 2019-20 Carryover

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
# 90221.0 - LKT - PAC - MHS Books and Supplies	\$7,177.79	\$7,177.79	FY 2019-20 Carryover
# 90301.0 - EQUIPMENT SALES MHS Books and Supplies	\$1,832.00	\$1,832.00	FY 2019-20 Carryover
# 90303.0 - STUDENT TRANSCRIPT FEES MHS Books and Supplies	\$11,077.15	\$11,077.15	FY 2019-20 Carryover
# 90305.0 - STUDENT FEE COLLECTION Books and Supplies	\$47,424.54	\$47,424.54	FY 2019-20 Carryover
# 90608.0 - ARTS FOR ALL GRANT Books and Supplies	\$64.48	\$64.48	FY 2019-20 Carryover
# 90609.0 - THE ART OF TEACHING BRADOAKS Books and Supplies	\$26,940.70	\$26,940.70	FY 2019-20 Carryover
MONROE Books and Supplies	\$10,430.41	\$10,430.41	FY 2019-20 Carryover
WILD ROSE Books and Supplies	\$5,450.52	\$5,450.52	FY 2019-20 Carryover
# 90610.0 - TECH ENHANCED ARTS LEARNING Books and Supplies	\$7,522.64	\$7,522.64	FY 2019-20 Carryover
# 90614.0 - Recreational Reading Mini-Grant Books and Supplies	\$1,039.77	\$1,039.77	FY 2019-20 Carryover
# 90615.0 - SCHOLAR DOLLARS GRANT Books and Supplies	\$2,583.05	\$2,583.05	FY 2019-20 Carryover
# 90617.0 - SCALE UP! MTSS - ARTS ACADEMY Certificated Salaries	\$5,243.73	\$5,243.73	FY 2019-20 Carryover
# 90618.0 - SPORT2 GRANT Certificated Salaries	\$1,496.47	\$1,496.47	FY 2019-20 Carryover
Total Restricted Local Resources	<u>\$233,826.05</u>	<u>\$233,826.05</u>	
<u>TOTAL BUDGET REVISION</u>	<u>\$233,826.05</u>	<u>\$233,826.05</u>	

**MONROVIA UNIFIED SCHOOL DISTRICT
FISCAL SERVICES DEPARTMENT
Fiscal Year 2020 - 2021**

Board Report:
Budget Revision

Board Meeting Date:
2/24/2021

**ADULT EDUCATION FUND
FUND #11.0**

BUDGET TRANSFER

<u>DESCRIPTION</u>	<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>RATIONALE</u>
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
Certificated Salaries	\$2,160.00	\$2,160.00	FY 2019-20 Carryover
	<hr/>	<hr/>	
<u>TOTAL BUDGET REVISION</u>	<u><u>\$2,160.00</u></u>	<u><u>\$2,160.00</u></u>	

**MONROVIA UNIFIED SCHOOL DISTRICT
FISCAL SERVICES DEPARTMENT
Fiscal Year 2020 - 2021**

Board Report:
Budget Revision

Board Meeting Date:
2/24/2021

**CHILD DEVELOPMENT CENTER FUND
FUND #12.0**

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
Books and Supplies	\$12,828.63	\$12,828.63	FY 2019-20 Carryover
<hr/>			
Total Restricted Local Resources	<u>\$12,828.63</u>	<u>\$12,828.63</u>	
<hr/>			
<u>TOTAL BUDGET REVISION</u>	<u>\$12,828.63</u>	<u>\$12,828.63</u>	

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

5. 20/21-2088 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$323,168.08 issued November 13, 2020 through November 27, 2020, and payments in the amount of \$6,240,622.98 issued January 27, 2021 through February 10, 2021.

Rationale:

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

Background:

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

Budget Implication (\$ Amount):

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

Legal References:

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

Additional Information:

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

ATTACHMENTS

- [BA Item 2088\(b-e\) Purchase Order Rpt 2-24-21.pdf](#)

February 11, 2021

SUBMITTED FOR RATIFICATION: February 24, 2021

PRINTED: November 13, 2020 – November 27, 2020

Purchase Order: P21-0599 – P21-0628

Purchase orders printed out of sequence:

Change Orders: P21-0041, P21-0044, P21-0052, P21-0069, P21-0074,
P21-0103, P21-0148, P21-0183, P21-0439

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	311,408.08
Fund (11)		11,760.00
Fund (12)		
Fund (13)		
Total.....	\$	<u>323,168.08</u>

RECOMMENDED: February 24, 2021

Includes Purchase Orders dated 11/13/2020 - 11/27/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0599	STS Education	0022	Shipping postage for donated desktop computers	01-5930	935.00
P21-0600	SPYDER3D LLC	0014	CTE MHS Pathway	01-4410	3,682.35
P21-0601	IMPRINTABILITY JENNIFER STONE	0014	TUPE MHS-Standford Promotional Supplies	01-4410	771.75
P21-0602	IMPRINTABILITY JENNIFER STONE	0014	TUPE Clifton Club Live Promotional Supplies	01-4310	165.38
				01-4410	771.75
P21-0603	IMPRINTABILITY JENNIFER STONE	0014	TUPE COHS FNL/Club Promotional Supplies	01-4310	165.38
				01-4410	771.75
P21-0604	IMPRINTABILITY JENNIFER STONE	0014	TUPE Santa Fe Club Live Promotional Supplies	01-4310	165.38
				01-4410	771.75
P21-0605	STAPLES BUSINESS ADVANTAGE	0014	CTE Supplies	01-4390	83.58
P21-0606	Precision Exams	0014	CTE-Educational Resource Online Access	01-5841	7,450.00
P21-0607	Follett School Solutions	0014	MHS FNL/Club Student Supplies	01-4210	689.28
P21-0608	AMS.NET, Inc.	0047	MOT- WIFI System Upgrade	01-5630	2,292.17
P21-0609	Chem-Pak Janitorial Supplies	0047	Chem Pak Disinfectant Equipment Back Order	01-4370	7,810.46
P21-0610	Robert Brkich Construction Co.	0047	MHS Emergency Leak Repairs	01-5630	15,000.00
P21-0611	CEPA Operations, Inc.	0047	MHS Fume Hood Repairs	01-5630	1,000.00
P21-0612	Erica Silva	0003	Erica Silva Reimbursement - Instructional Material	01-4310	195.00
P21-0613	AMAZON.COM	0003	Cotsen book order- Mallette	01-4310	947.00
P21-0614	AMAZON.COM	0003	Cotsen Book order and resources for Rivas	01-4310	1,972.63
P21-0615	STARFALL PUBLICATION	0003	Starfall computer license for software	01-5841	270.00
P21-0616	SEI Security Education Inst	0010	Security Guard Training	11-5810	11,760.00
P21-0617	CDW-G COMPUTER CTRS, INC.	0007	Printer for Dr. Zamarripa -Covid19	01-4310	439.86
P21-0618	ORIENTAL TRADING CO., INC. RICH HOUSLEY	0005	Instructional supplies	01-4310	216.31
P21-0619	DON PUNGPRECHAWAT	0022	10/2020 Mileage for Don	01-5250	65.55
P21-0620	AGParts	0022	Laptop repairs	01-4390	6,025.60
P21-0621	STS Education	0022	Chromebook repair	01-5630	4,130.00
P21-0622	ALHAMBRA USD	0015	Reimbursement to Alhambra USD	01-7141	50,000.00
P21-0623	Children's Hospital Los Angeles Medical Group	0015	Prescription Services for LEA Billing	01-5810	9,800.00
P21-0624	Creative Leadership Solutions	0006	Virtual Professional Learning: Jackson & Morrison	01-5220	398.00
P21-0625	CAROLINA BIOLOGICAL SUPPLY CO.	0006	Science Instructional Materials	01-4310	501.76
P21-0626	NASCO SCIENCE	0006	Science Instructional Materials	01-4310	281.80
P21-0627	FLINN SCIENTIFIC, INC.	0006	Science Instructional Materials	01-4310	1,060.61
P21-0628	AMAZON.COM	0006	Science Instructional Materials	01-4310	455.69

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 11/13/2020 - 11/27/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
			Total Number of POs	30	Total
					131,045.79

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	29	119,285.79
11	Adult Education Fund	1	11,760.00
		Total	131,045.79

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P21-0078	40,000.00	01-4361	General Fund/Vehicle Supplies-Fuel	50,000.00-
Total PO Changes				50,000.00-

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

ESCAPE ONLINE

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL**

February 24, 2021

ACCOUNTS PAYABLE:

DATE ISSUED: January 27, 2021 through February 10, 2021

Batch Numbers: 111 - 123 \$1,279,969.73

PAYROLL:

FOR THE MONTH OF: January, 2021

Certificated Salaries and Wages	\$	2,532,829.55	
Classified Salaries and Wages	\$	1,027,296.06	
CalSTRS and CalPERS Contributions	\$	592,514.02	
Health & Welfare Contributions	\$	689,648.95	
Employer Payroll Taxes	\$	118,364.67	
Total Salary and Benefit:			\$ 4,960,653.25

TOTAL DISTRICT ACCOUNTS: \$ 6,240,622.98

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

6. 20/21-2089 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-12.

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 #2021-12 02-24-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2021-12
 Board Meeting 20210224

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	DNV GL Energy Services USA	\$150.00	To be used for the benefit of the students and staff at Wild Rose School of Creative Arts.	Paige Ramos, Principal Wild Rose School of Creative Arts	D0224042	Increases site donation account
2	Check	Monroe Elementary PTA	\$5,000.00	To be used to purchase a touchless water fountain system.	Dr. Lily Jarvis, Principal Monroe Elementary School	D0224043	Increases site donation account
3	Check	Ohiopyle Prints, Inc.	\$16.13	To be used for the benefit of the students and staff at Monrovia High School.	Kirk Mc Ginnis, Principal Monrovia High School	D0224044	Increases site donation account
4	Check	Lee Robinson	\$269.00	To be used for the benefit of the students and staff at Clifton Middle School.	Jennifer Jackson, Principal Clifton Middle School	D0224045	Increases site donation account
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

7. 20/21-2090 - PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements report #9 for the Monrovia Unified School District.

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

Government Code 53060 and Board Policy 3600

Additional Information:

ATTACHMENTS

- [Professional Service Agmts #9.pdf](#)

Name/Company	Services	Effective Dates	Site	Amount	Funding
Young & Healthy	Provide social and emotional support professional development and workshops for Monroe Elementary community stakeholders, students, and teachers.	2/10/21 - 06/30/21	Monroe ES	\$7,500.00	Monroe S&C
Jacob Boyd	Elementary Music Program Video Editor	12/24/20 - 05/31/21	Performing Arts	NTE \$2,200.00	Technology Enhanced Arts Learning (TEAL) Funds
Escalante and Associates	Provide training to the Board of Education and Superintendent on Board/Superintendent protocols	2/12/21	Office of the Superintendent	\$2,800.00	General Funds

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

8. 20/21-2093 -LEASE AGREEMENT WITH RICOH CORPORATION

RECOMMENDATION

The Board of Education is requested to approve a 5 year (60 months) lease agreement, with purchase option, from Ricoh Corporation for the lease and option to purchase two (2) Ricoh MP6002SP Configurable PTO model digital network copier/printers.

Rationale:

Education Code and District policies required a contract to be approved by the Board of Education to be valid.

Background:

“Ricoh” is a major vendor in the industry market for peripherals and related type products and services. Copier features such in terms of size, speed, type of features, copy quality and reporting functions were evaluated. Additionally, the Ricoh Corporation’s maintenance agreement and service was evaluated and found to be appropriate to meet our service level expectations at the District. The two (2) new leased units will result in a total savings of \$1,174 each year compared to the last lease agreement with Ricoh. The two (2) upgraded and functionally modernized copier/printers to support “Canyon Oaks” site administrators and staff in their instructional support and administrative duties. The term of the combined two (2) leases is for 5 years (60 months) effective March 1, 2021 with a purchase option to buy the two units at \$1.00 (applicable sales tax not included) at the conclusion of the lease period. The total term cost is approximately \$17,607.60 with applicable sale tax. The term lease price includes the costs of the maintenance agreements for both units. Procurement in conjunction with U.S. Communities Contract #4400003732 & Agreement # MMSA29245145

Budget Implication (\$ Amount):

The cost of two (2) new leases combined for the 5 year (60 months) term is approximately \$1,7607.60.

Legal References:

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

Additional Information:

A copy of the lease agreement is attached.

ATTACHMENTS

- [BA Item 2093\(b\) Ricoh Copier Lease Agreement 2-24-21.pdf](#)

Agreement #: MMSA29245145

U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name	MONROVIA UNIFIED SCHOOL DISTRICT				
Bill To Address	325 E HUNTINGTON DR				
City	MONROVIA	State	CA	Zip Code	91016-6419

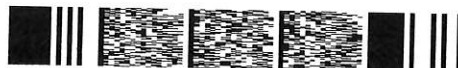
This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("Ricoh"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation



RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

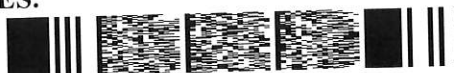
(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.



(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer’s call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response



time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured



equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

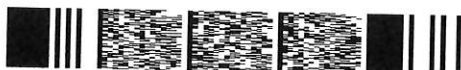
IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



U.S. Communities Master Lease Agreement

 Number: MLA29245145

CUSTOMER INFORMATION

Full Legal Name MONROVIA UNIFIED SCHOOL DISTRICT				
Address 325 E HUNTINGTON DR				
City MONROVIA	State CA	Zip 91016-6419	Contact David Conway	Telephone Number (626)471-2055
Federal Tax ID Number 00-0000000 <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address dconway2@monroviashools.net	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- 3. Term; Payments.**

 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).



You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity;



(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO



OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18 State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
--	--



RICOH

ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: MONROVIA UNIFIED SCHOOL DISTRICT		
Address Line 1: 325 E HUNTINGTON DR		Contact: David Conway
Address Line 2:		Phone: (626)471-2055
City: MONROVIA		E-mail: dconway2@monroviashools.net
ST/Zip: CA/91016-6419	County: LOS ANGELES	Fax:

Check all that apply:

- PO Included PO#
 PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
 IT Service (Subject to and governed by additional Terms and Conditions)
- Sales Tax Exempt (Attach Valid Exemption Certificate)
 Fixed Rate Service Term 60 Months
- Syndication
- Add to Existing Service Contract #

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: MONROVIA UNIFIED SCHOOL DISTRICT			
Address Line 1: 325 E HUNTINGTON DR		Contact: David Conway	
Address Line 2:		Phone: (626)471-2055	
City: MONROVIA		E-mail: dconway2@monroviashools.net	
ST/Zip: CA/91016-6419	County: LOS ANGELES	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	QUARTERLY	QUARTERLY	GOLD

SHIP TO INFORMATION					
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax	
MONROVIA UNIFIED SCHOOL DISTRICT	930 ROYAL OAKS DR	MONROVIA CA/91016-3735 LOS ANGELES	David Conway	(626)471-2055 dconway2@monroviashools.net	
PRODUCT INFORMATION					
Product Description	QTY	Service Level	Total B/W Allowance B/W Ovg	Total Color Allowance Color Ovg	Service Base QUARTERLY
MP6002SP Configurable PTO Model	2	GOLD	0 0.0072	0 0	\$0.00



BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG4	2
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials



RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

U.S. Communities Product Schedule with Purchase Option

Product Schedule Number:
Master Lease Agreement Number: **MLA29245145**

This U.S. Communities Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and MONROVIA UNIFIED SCHOOL DISTRICT, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____ . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

MONROVIA UNIFIED SCHOOL DISTRICT				David Conway			
Customer (Bill To)				Billing Contact Name			
930 ROYAL OAKS DR				325 E HUNTINGTON DR			
Product Location Address				Billing Address (if different from location address)			
MONROVIA	LOS ANGELES	CA	91016-3735	MONROVIA	LOS ANGELES	CA	91016-6419
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (626)471-2055			Billing Contact Facsimile Number		Billing Contact E-Mail Address dconway2@monroviaschools.net		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip <i>(complete only if address is different from Equipment/Product Location Address on Agreement)</i>
2	MP6002SP Configurable PTO Model	930 ROYAL OAKS DR, MONROVIA, CA, 91016-3735, US

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>	Minimum Payment <i>(Without Tax)</i>	Minimum Payment Billing Frequency	Advance Payment
60	\$268.00	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:



- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: Per US Communities Contract 4400003732

Initials

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	MONROVIA UNIFIED SCHOOL DISTRICT			Phone:	(626)471-2055
Contact Name:	David Conway			City:	MONROVIA
Address:	930 ROYAL OAKS DR			Fax/Email:	dconway2@monroviashools.net
State:	CA	Zip:	91016-3735		

Make	Model	Serial Number
	MP8000SP	M9485200348/

Customer Name:	MONROVIA UNIFIED SCHOOL DISTRICT			Phone:	(626)471-2055
Contact Name:	David Conway			City:	MONROVIA
Address:	930 ROYAL OAKS DR			Fax/Email:	dconway2@monroviashools.net
State:	CA	Zip:	91016-3735		

Make	Model	Serial Number
	MP7000SP	M9385700119/

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

CUSTOMER

Signature: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



RICOH

Initials



Certificate Of Completion

Envelope Id: CA2FD47BC6C54BE8A8F5A931015228D4	Status: Sent
Subject: Ricoh Docs for MONROVIA UNIFIED SCHOOL DISTRICT to Review & Sign (Quote 29245145)	
Source Envelope:	
Document Pages: 15	Signatures: 0
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ricoh DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 6117
	Macon, GA 31208
	RicohDocuSign@Ricoh-usa.com
	IP Address: 205.145.18.4

Record Tracking

Status: Original	Holder: Ricoh DocuSign	Location: DocuSign
2/11/2021 8:56:09 AM	RicohDocuSign@Ricoh-usa.com	

Signer Events

Signature	Timestamp
Connie Wu	Sent: 2/11/2021 8:56:14 AM
cwu@monroviashools.net	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tari Nazzareno
Nazzareno.Tari@ricoh-usa.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 1/18/2021 8:20:05 AM
ID: 6d2ca44c-fb10-4def-81c5-f72cb95943fe

COPIED

Sent: 2/11/2021 8:56:14 AM
Viewed: 2/11/2021 9:01:08 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/11/2021 8:56:14 AM
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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

9. 20/21-2094 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of January 2021.

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 January 2021 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2094\(b\) Cumulative Object Summary Rpt - January 2021 2-24-21.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	19,688,104.00	19,454,081.00	11,026,256.36	0.00	0.00	8,427,824.64	43.32
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	6,240,593.00	5,831,530.00	2,722,959.33	0.00	0.00	3,108,570.67	53.31
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	10,368,936.00	10,204,970.00	5,299,164.20	0.00	0.00	4,905,805.80	48.07
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	558,334.00	396,911.00	262,566.57	79,919.36	0.00	54,425.07	13.71
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	3,365,959.00	3,281,355.00	1,715,231.47	322,173.60	0.00	1,243,949.93	37.91
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	75,186.00	46,965.00	28,231.13	0.00	-10.13	-0.01
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	77,187.00	77,187.00	50,719.00	0.00	0.00	26,468.00	34.29
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	-1,092,969.00	-1,264,646.00	0.00	0.00	0.00	-1,264,646.00	100.00
<i>Totals for Major Object</i>	<i>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</i>	<i>00000.0 - 19999.9 U</i>	39,280,037.00	38,130,467.00	21,162,741.37	430,324.09	0.00	16,537,401.54	43.37

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	5,365,682.00	2,950,969.83	0.00	0.00	2,414,712.17	45.00
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	4,274,636.00	4,339,505.00	1,793,024.90	0.00	0.00	2,546,480.10	58.68
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	7,560,494.00	7,926,559.00	1,881,865.31	0.00	0.00	6,044,693.69	76.26
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	707,087.00	4,080,103.00	3,067,949.80	695,189.28	0.00	316,963.92	7.77
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	3,076,428.00	3,142,371.00	1,080,095.96	992,962.47	0.00	1,069,312.57	34.03
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	278,576.00	14,929.96	140,324.00	0.00	123,322.04	44.27
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	666,621.00	17,645.80	32,143.20	0.00	616,832.00	92.53
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	901,699.00	972,090.00	0.00	0.00	0.00	972,090.00	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	26,905,643.00	10,806,481.56	1,860,618.95	0.00	14,238,542.49	52.92

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/16/2021
Fiscal Year :	2021	Fund :01.0 - General Fund	Run Time	9:36:59 AM
To Period :	7	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	65,036,110.00	31,969,222.93	2,290,943.04	0.00	30,775,944.03	47.32

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		2,462,501.00	2,448,167.00	1,007,065.22	0.00	0.00	1,441,101.78	58.86
<i>Totals for Major Object 2000 - 2999</i>		405,935.00	425,699.00	154,667.15	0.00	0.00	271,031.85	63.67
<i>Totals for Major Object 3000 - 3999</i>		924,309.00	872,986.00	391,092.25	0.00	0.00	481,893.75	55.20
<i>Totals for Major Object 4000 - 4999</i>		502,493.00	525,122.00	97,349.98	39,418.51	0.00	388,353.51	73.95
<i>Totals for Major Object 5000 - 5999</i>		1,361,753.00	1,531,698.00	420,457.01	122,580.42	0.00	988,660.57	64.55
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		5,656,991.00	5,803,672.00	2,070,631.61	161,998.93	0.00	3,571,041.46	61.53

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/16/2021
Fiscal Year :	2021	Fund :01.4 - S & C	Run Time	9:36:59 AM
To Period :	7	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	5,803,672.00	2,070,631.61	161,998.93	0.00	3,571,041.46	61.53

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	0.00	0.00	0.00	0.00	0.00	0.00
<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	0.00	0.00	0.00	0.00	0.00	0.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/16/2021
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	9:36:59 AM
To Period :	7	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	0.00	0.00	0.00	0.00	0.00	0.00

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	2/16/2021
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	9:36:59 AM
To Period :	7	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>70,839,782.00</i>	<i>34,039,854.54</i>	<i>2,452,941.97</i>	<i>0.00</i>	<i>34,346,985.49</i>	<i>48.49</i>

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

10. 20/21-3041 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #13.

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

- [2021-02-24 Personnel Report 13.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #13

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

A. Employments

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

B. Supplemental Hours/Special Assignments

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

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
None.					

D. Terminations

First Name	Last Name	Classification	Action	Effective	Site
None.					

E. Other

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage	
1 #	Tim	Weed	Teacher	Approve 6th Period Assignment	8/19/20-6/9/21		Clifton				Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)
2 #	Cristina	Barbosa	Teacher	Approve stipend Master Teacher (CSU Los Angeles Student)	8/20/20-12/13/20		CELC				NTE \$133.20 Stipend 100%
3 #	Robert	Drew	Teacher	Approve stipend Anime Club Advisor	2/1/21-6/9/21		Clifton				NTE \$250 Stipend 100%
4 #	Kelsey	Fielding	Teacher	Approve stipend STEM Club Advisor	2/1/21-6/9/21		Clifton				NTE \$250 Stipend 100%
5 #	Judith	Krauletz	Teacher	Approve stipend Colorguard Club Advisor	2/1/21-6/9/21		Clifton				NTE \$250 Stipend 100%
6 #	Jeffrey	Wallick	Teacher	Approve stipend Chess Club Advisor	2/1/21-6/9/21		Clifton				NTE \$250 Stipend 100%

E. Other - Volunteers

First Name	Last Name	Classification	Action	Effective	Site	
7 #	Brian	Bugert	Volunteer I	Approve	2/2/21-6/30/21	MHS,SF
8 #	Samantha	Diaz	Volunteer I	Approve	2/10/21-6/30/21	CELC
9 #	Rudy	Navarro	Volunteer II	Approve	2/10/21-6/30/21	District Wide

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #13

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	# Eva	Puccio	Clerical Assistant III	Special Education	Employ	\$3462.39/mo	22-H	3	8 hr./d.; 12 mo./yr.	2/18/2021	002988	C 65000.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
2	# Roberto	Centeno	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$14.00/hr.	Flat	Rate	NTE: 113 hours total.	2/4/21-6/9/21	003984	C 75100.0	100%
3	# Kimberly	Curtis	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
4	# Laurie	De Hart	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
5	# Monica	DeGuzman	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
6	# Maria	Gonzalez	Health Clerk Extra Hours	Learning Pods	Employ: Learning Pod staff meetings.	\$19.87/hr.	18	5	NTE: 10 hours total.	1/22/21-6/9/21	003991	C 60100.0	100%
7	# Beth	Gromer	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
8	# Helen	Hernandez	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
9	# Steven	Jmaev	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$14.00/hr.	Flat	Rate	NTE: 113 hours total.	2/4/21-6/9/21	003984	C 75100.0	100%
10	# Aja	Jones	Health Assistant II Extra Hours	Learning Pods	Employ: Learning Pod staff meetings.	\$23.05/hr.	26	4	NTE: 10 hours total.	1/22/21-6/9/21	003991	C 60100.0	100%
11	# Cynthia	Liska	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
12	# Berta	Martin	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
13	# Morgan	McFadden	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$14.00/hr.	Flat	Rate	NTE: 113 hours total.	2/4/21-6/9/21	003984	C 75100.0	100%
14	# Kelsey	Miller	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$14.00/hr.	Flat	Rate	NTE: 113 hours total.	2/4/21-6/9/21	003984	C 75100.0	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
15	# Irene	Ninan	Pro-Active Tutor	District-wide	Employ: 2020-21 Pro-Active Tutor Program.	\$14.00/hr.	Flat	Rate	NTE: 113 hours total.	2/4/21-6/9/21	003984	C 75100.0	100%
16	# Barbara	Orozco	Substitute Instructional Aide-Kindergarten	District-wide	Employ: To substitute as needed during the 2020-21 school year.	\$16.70/hr.	15	3	Hourly, as needed.	2/2/21-6/9/21	003432	G 00000.0	100%
17	# Mary	Owen	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.78/hr.	4	6	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
18	# Berenice	Paramo	Clerical Assistant I Extra Hours	Plymouth	Employ: Clerical support during distance learning due to COVID-19.	\$16.70/hr.	17	2	Hourly, as needed.	12/1/20-6/16/21	003993	C 00904.0	100%
19	# Colleen	Partridge	Health Assistant II Extra Hours	Learning Pods	Employ: Learning Pod staff meetings.	\$25.44/hr.	26	6	NTE: 10 hours total.	1/22/21-6/9/21	003991	C 60100.0	100%
20	# Joline	Roxas	Substitute Instructional Aide-Kindergarten	District-wide	Employ: To substitute as needed during the 2020-21 school year.	\$15.12/hr.	15	1	Hourly, as needed.	2/4/21-6/9/21	003432	G 00000.0	100%
21	# Rebecca	Taylor	Health Assistant II Extra Hours	Learning Pods	Employ: Learning Pod staff meetings.	\$25.44/hr.	26	6	NTE: 10 hours total.	1/22/21-6/9/21	003991	C 60100.0	100%
22	# Tania	Thompson	Substitute Campus Assistant	Mayflower	Employ: To substitute as needed during the 2020-21 school year.	\$14.00/hr.	4	2	Hourly, as needed.	2/15/21-6/9/21	003805	G 00000.0	100%
23	# Victoria	Walden	Health Clerk Extra Hours	Learning Pods	Employ: Learning Pod staff meetings.	\$20.89/hr.	18	6	NTE: 10 hours total.	1/22/21-6/9/21	003991	C 60100.0	100%

C. Leaves of Absence

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

D. Resignations

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
24	# Christina	Eslava	Preschool Developmental Aide	CELC	Approve: Voluntary Resignation	\$19.39/hr.	15	6	3 hr./d.; 9 mo./yr.	2/26/2021	000254	G 61050.0	100%

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
25	# Alejandro	Martinez	Lead Groundskeeper	M.O.T.	Approve: Promotion	\$3632.98/mo	28-H	1	8 hr./d.; 12 mo./yr.	2/1/2021	000801	G 00000.0	100%

F. Other

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
26 #	Hailey	Abdul-Malik	Walk-on Coach	MHS	Employ: Girls JV Volleyball Head Coach	\$1901. stipend paid over 6 months	10/1/20-3/31/21	000206	C 00701.0	100%

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

11. 20/21-3042 - CONFERENCE /IN-SERVICE ATTENDANCE AND TRAVEL

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Travel and Conference Report #2.

Rationale:

All personnel travel and conference/in-service attendance are routinely approved by the Board of Education.

ATTACHMENTS

- [02242021TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Conference/Inservice Attendance and Travel
Report #3

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

- 1/ MIG Course 1: Foundations of Effective Governance
California School Board Associations (CSBA)
Mar 12 – 13, 2021, Virtual.
Account #: 01.0.00000.00.11100-10000-5220-6010014
Estimated cost: \$399.00

Traci Gholar, Board Clerk.
Jennifer Anderson, Board Member.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D (No cost to District)

None

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

1. 20/21-1083 - SCHOOL ACCOUNTABILITY REPORT CARDS (SARC's) FOR MONROVIA UNIFIED SCHOOL DISTRICT SCHOOLS

RECOMMENDATION

The Board of Education is requested to approve the School Accountability Report Card (SARC) for each of the following schools: Bradoaks Elementary Science Academy, Mayflower Elementary School, Monroe Elementary School, Plymouth Elementary School, Wild Rose School of Creative Arts, Clifton Middle School, Santa Fe Computer Science Magnet School, Monrovia High School, Canyon Oaks High School, and Mountain Park School for the 2020/2021 academic school year.

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

Rationale:

The Board shall annually approve the SARC for each school in the district and shall evaluate the data contained in the SARC as part of the Board's regular review of the effectiveness of the district's programs, personnel, and fiscal operations.

Legal References:

Education Code Section 35256 requires that the SARCs be made available in paper copy and on the internet on or before February 1st of each year.

Additional Information:

The School Accountability Report Card for each school is on file in the Educational Services Department, and will be posted on the District website at www.monroviaschools.net, under the "Educational Services" tab.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

2. 20/21-2091 - RESOLUTION PROCLAIMING MARCH 8 - 12, 2021, AS "NATIONAL SCHOOL BREAKFAST WEEK"

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2021-13 proclaiming the week of March 8-12, 2021, as "National School Breakfast Week", and declaring that National Breakfast Week breakfast will continue to be offered free for all K-12 Monrovia Unified School District students and for neighboring community children through the Seamless Summer Option meal program offered amidst the COVID-19 pandemic.

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

Rationale:

The food service professionals of Monrovia Unified School District are greatly appreciated for their dedication and strong work ethic to make the morning meal for Monrovia school children not only nutritious, but in keeping with the National School Breakfast Week (NSBW) theme will also help ensure students' academic success in school so they can "score big" and reach their goals. With the adoption of this resolution, the Board of Education proclaims support for the schools in the work they do to provide students with high-quality nutritional breakfasts along with nutrition education and information.

Additional Information:

A copy of the resolution is attached.

ATTACHMENTS

- [BA Item 2091\(b\) #2021-13 National School Breakfast Week 2-24-21.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021-13**

**PROCLAIMING MARCH 8 – 12, 2021
AS “NATIONAL SCHOOL BREAKFAST WEEK”**

WHEREAS, for over 46 years the School Breakfast Program has contributed to the health and educational development of our Nation’s children by making nutritious morning meals available in schools; and

WHEREAS, recent studies indicate that students who eat breakfast have improved math grades and reading scores, increased attention, reduced absence and tardy rates, and improved psycho-social behaviors; and

WHEREAS, a school breakfast is often the only morning meal available to many children and, therefore, represents a vital part of the initiative to improve the education skills of young children and prepare them for life; and

WHEREAS, eating a nutritious breakfast can help kids maintain a healthy weight. In today’s climate of heightened awareness around childhood obesity, this is a great benefit to offer at school; and

WHEREAS, Monrovia Unified School District served 218,248 breakfasts in the 2019 – 2020 school year.

NOW, THEREFORE, BE IT RESOLVED that the Monrovia Unified School District expresses appreciation for the hard work and dedication of school food service professionals who make the School Breakfast Program work in over 95 thousand schools and residential child care institutions nationwide, **and particularly recognizes the dedication of the food service workers of Monrovia Unified School District who make the morning meal for children not only nutritious but; in keeping with the National School Breakfast Week (NSBW) theme will also help ensure students’ academic success in school so they can “score big” and reach their goals.**

BE IT FURTHER RESOLVED that the Monrovia Unified School District Board of Education, does hereby proclaim the **week of March 8 – 12, 2021, as "National School Breakfast Week"**, and supports its schools in the work they do to provide students with high-quality nutritional breakfast along with nutrition education and information.

ADOPTED this 24th day of February 2021.

AYES:

NOES:

ABSENT:

Attest:

Maritza Travanti, President of the Board

Katherine Thorossian, Superintendent &
Secretary of the Board

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

3. 20/21-2092 - REQUEST FOR SURPLUS SALE & RECYCLE OF OBSOLETE INSTRUCTIONAL MATERIALS

RECOMMENDATION

The Board of Education is requested to approve a surplus sale and the recycling of obsolete instructional materials no longer in use by the District.

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

Rationale:

The Board Policy and Administrative Regulation 3270 require the approval of the Board of Education for District obsolete textbook material and may designate a District employee to sell the property without advertising if the property is worth no more than \$2,500.

Background:

The District has new text book adoptions and purchased new curriculum materials that replace the text books and related materials for 6-8th Grade History with significantly updated/modern versions or editions of the same material. The following has been determined obsolete: • 3 - Lots of 6- 8th Grade History Books • 1 - lot of Children Dictionaries and Thesaurus The material lots have been inspected for sale and preliminary survey conducted. These materials are deemed to have no foreseeable value in other instructional areas and have been reviewed by site administrators and District's Educational Services team.

Budget Implication (\$ Amount):

The estimated market value of the surplus obsolete materials is estimated at under \$1,000.

Legal References:

Board Policy 3270 states instructional materials may be considered obsolete or unusable when they contain information rendered inaccurate or incomplete by new discoveries or technologies and have been replaced by more recent versions or editions of the same material and are of no foreseeable value in other instructional areas. Administrative Regulation 3270 states if the Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate any District employee to sell the property without advertising.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

4. 20/21-3043 – APPROVAL OF COMPREHENSIVE SCHOOL SAFETY PLANS

RECOMMENDATION

The Board of Education is requested to approve the Comprehensive School Safety Plans for the 2021-22 SY.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member

Gholar____

Board Member Lockerbie____, Board President Travanti____

Rationale:

California schools are required to comply with various Federal, state and local regulations dealing with health and safety. Pursuant to Senate Bill 187 (Comprehensive Schools Safety Plan), California State regulations require that school districts maintain an appropriate social climate on campus, in classrooms, and at school-sponsored events. In particular, California Education Code (CEC) requires the preparation of comprehensive “safe school plans” dealing with violence prevention, emergency preparedness, crisis intervention, and student and employee safety. These Comprehensive Safe School Plans are presented for board approval.

Budget Implication (\$ Amount):

No additional costs.

Legal References:

Education Code §35294 through §35294.9.

ATTACHMENTS

- [2021-2022_ Comprehensive School Safety Plans for 02242021.pdf](#)

Comprehensive School Safety Plan

Bradoaks Elementary School Monrovia Unified School District

Jayne Nickles, Ed.D, Principal
930 East Lemon Avenue, Monrovia, CA 91016
(626) 471-2100
jnickles@monroviaschools.net

A meeting for public input was held on November 20, 2020, at
Bradoaks Elementary School

Reviewed by Law Enforcement on November 30, 2020

Reviewed by the Fire Department on February 8, 2021

Plan Adopted by School Site Council on November 30, 2020

Plan approved by the Monrovia Unified School District Board of Education by
March 1, 2021

Committee Members

Jayne Nickles, Ed.D, Principal

James Cortez, Teacher Representative

Dorothy Brown, Classified Employee

Jesus Jara, Parent Representative

Officer T. Montes, Law Enforcement

Comprehensive School Safety Plan

Mayflower Elementary School Monrovia Unified School District

Michele Costarella, Principal
210 North Mayflower Avenue, Monrovia, CA 91016
(626) 471-2200
mcostarella@monroviaschools.net

A meeting for public input was held on January 5, 2021 , at
Mayflower Elementary School

Reviewed by Law Enforcement on January 7, 2021

Reviewed by the Fire Department on February 8, 2021

Plan Adopted by School Site Council on January 5, 2021

Plan approved by the Monrovia Unified School District Board of Education by
March 1, 2021

Committee Members

Mrs. Michele Costarella, Principal, Ronnie Delgado, Helen Hernandez, Sandy Castro, Erica Sahatjian, Eileen Purtell, SRO, Thomas Montes, Alicia Glass, Leticia Guerrero, Helen Hernandez, Parents: Carolyn Noonchester, Czarina Tran, Frank Giambattista, and Michelle Meyer

Comprehensive School Safety Plan

Monroe Elementary School Monrovia Unified School District

Lily Jarvis, Ed.D, Principal
402 West Colorado Blvd., Monrovia, CA 91016
(626) 471-2300
ljarvis@monroviaschools.net

A meeting for public input was held on December 10, 2020, at
Monroe Elementary School

Reviewed by Law Enforcement on January 7, 2021

Reviewed by the Fire Department on February 8, 2021

Plan Adopted by School Site Council on December 10, 2020

Plan approved by the Monrovia Unified School District Board of
Education by March 1, 2021

Committee members:

Principal: Dr. Lily Jarvis

Erin Iler, Teacher , Gladys Inda, Teacher, Erica Silva, Teacher, Minerva
Gamez, Classified Employee

Parents: Heather Whitaker , Letizia Diaz Lechuga, Gretchen Ingram,
Nelly Santana, and
Deepa Fernandes

Comprehensive School Safety Plan

Plymouth Elementary School Monrovia Unified School District

Greg P. Gero, Principal
1300 Boley St., Monrovia, CA 91016
(626) 471-2400
ggero@monroviaschools.net

A meeting for public input was held on January 8, 2021 , at
Plymouth Elementary School

Reviewed by Law Enforcement on January 8, 2021

Reviewed by the Fire Department on February 8, 2021

Plan Adopted by School Site Council on January 8, 2021

Plan approved by the Monrovia Unified School District Board of Education by
March 1, 2021

Committee Members

Greg P. Gero, Principal
Elizabeth Garcia, Teacher Representative
Kristy Kim, Teacher Representative
Susana Reveles, Teacher Representative
Araceli Briones, Classified employee
Summer Bradford, Parent of attending student
Eloissa Lara, Parent of attending student
Desiree Harbaugh, Parent of attending student
George Khoury, Parent of attending student

Comprehensive School Safety Plan

Wild Rose School of Creative Arts Monrovia Unified School District

Paige Ramos, Principal
232 Jasmine Avenue
626-471-2500

sramos@monroviaschools.net

A meeting for public input was held on 10/27/2020 at Wild Rose
School of Creative Arts

Reviewed by Law Enforcement on date 12/3/2020

Reviewed by Fire on 02/8/2021

Plan Adopted by School Site Council 10/29/2020

Plan approved by the Monrovia Unified School District Board
by
March 1, 2021

Committee members

Paige Ramos, Principal
Sharon Naugle, Intervention Specialist
Paula Langdale, Teacher representative
Jenni Tubbs, Teacher representative
Jana Chesley, Parent of attending student
Ray Alarcon, Classified employee
Sandra Roanhorse, Classified employee
Officer T.Montes, MPD, School Resource Officer

Comprehensive School Safety Plan

Clifton Middle School

Monrovia Unified School District

Jennifer Jackson, Principal

226 South Ivy, Monrovia, California 91016

(626) 471-2680

jjackson@monroviaschools.net

A meeting for public input was held on October 28, 2020

Reviewed by Law Enforcement on October 28, 2020

Reviewed by Fire on February 8, 2021

Plan Adopted by School Site Council on October 28, 2020

Plan approved by the Monrovia Unified School District Board by March 1, 2021.

School Site Council Members:

Parents: Amy Herrera, Cherie Wood, Julie Bank

Principal: Jennifer Jackson

Assistant Principal: Richard Morrison

Staff: Nicholas Cardet, Marcie Hoopes, Sheri Bignell, Nikole Burgess, Enrique Simuta

Students: Sophia Lascano, Yasmin Siam, Haillie Zamarippa

Principal/designee: Jennifer Jackson

Teacher representative: Nicolas Cardet

Parent of attending student: Julie Bank

Classified employee: Enrique Simuta

Law enforcement: School Resource Officer Thomas Montes

Comprehensive School Safety Plan

Santa Fe Computer Science Magnet School Monrovia Unified School District

Dr. Geoffrey Zamarripa, Principal
148 W. Duarte Rd, Monrovia CA 91016
626-471-2700
gzamarripa@monroviaschools.net

A meeting for public input was held on 12/16/20 at Santa Fe Computer Science Magnet

Reviewed by Law Enforcement on 12/18 /20

Reviewed by Fire on 02/08/21

Plan Adopted by School Site Council 12/18 /20

Plan approved by the Monrovia Unified School District Board by
March 1, 2021

Committee members

Principal, Dr. Geoffrey Zamarripa
Teacher representative, Rob Cady and Dave Hart
Parent of Attending Student, Glenn Sycip
Classified employee, Ruben Vargas and Mary Gonzalez
SRO, Thomas Montes
Assistant Principal, Megan Esquer

Comprehensive School Safety Plan

Monrovia High School Monrovia Unified School District

Kirk McGinnis, Principal
845 West Colorado Blvd., Monrovia, CA 91016
(626) 471-2800
kmcginnis@monroviaschools.net

A meeting for public input was held on January 28, 2021, at
Monrovia High School

Reviewed by Law Enforcement on January 28, 2021

Reviewed by the Fire Department on February 8, 2021

Plan Adopted by School Site Council on January 28, 2021

Plan approved by the Monrovia Unified School District Board of Education by
March 1, 2021

Committee Members

Principal: Kirk McGinnis, Associate Principal: Fil Lujan, Denise Marron: School Nurse, Esther Nuno: Secretary, Tina McKendrick: Library Tech., Felicia Richardson: Registrar, Ashley DiSalvo: Teacher, Kevin Mercado: Teacher, Sean McQuilkin- MHS School Site Council President, Mauro De la Torre: Head Custodian, Chris Malone: Security Representative, Alicia Escobar: Cafeteria Manager, ASB Student Leadership- Natalie Nash, Janet Cen, and Michele Shechtman- PTSA President

Comprehensive School Safety Plan

Canyon Oaks High School/Mountain Park School

Monrovia Unified School District

Flint Fertig, Principal

930 Royal Oaks Dr., Monrovia

626-471-3031

ffertig@monroviaschools.net

A meeting for public input was held on November 5, 2020 at Canyon Oaks High School

Reviewed by Fire Department on February 8, 2021

Reviewed by Law Enforcement on November 10, 2020

Plan Adopted by School Site Council on November 10, 2020

Plan approved by the Monrovia Unified School District Board by

March 1, 2021

Committee Members

Calvin McKendrick, Assistant Principal, Dianna Moraga, Teacher Representative,

Luisa Sanchez, Classified Employee, Officer Thomas Montes, Law Enforcement

Dianna Moraga, Bruce Staller, School Board Representative



Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

5. 20/21-5047 - BOARD POLICY 5144, *DISCIPLINE & ACCOMPANYING ADMINISTRATIVE REGULATION*

RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 5144, Discipline, and its accompanying administrative regulation as recommended by the MUSD Policy Review Committee.

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Policy Review Committee has completed its review of Board policy 5144, Discipline, and its accompanying administrative regulation. The committee is presenting the updated policy to the Board of Education for review and approval.

Background:

At the July 22, 2020 Board of Education meeting, the Board approved the formation of a Policy Review committee that would provide open workshop settings for members of the Monrovia community to express their opinions regarding the policies, procedures and practices of the District. Since then, the Policy Review Committee has begun the work of reviewing these policies, procedures and practices for possible structural inequity, and recommends to the Board of Education solutions to remove barriers to equity in Board policy and practice. The proposed policy is the first reviewed by the committee and is being presented for approval.

ATTACHMENTS

- [BP 5144 - Discipline \(1st Read PRC Review\).pdf](#)

DISCIPLINE

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures.

The Superintendent or designee shall develop and/or adopt effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop and/or adopt disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 22282, 35291.5)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, **sensitivity training in the following areas:**

- Race
- Color
- Gender
- Sex
- National origin
- Implicit bias
- Cultural responsiveness

Training in consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with **students and** parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

Adopted: November 13, 2019

DISCIPLINE

Site-Level Rules

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit **diverse viewpoints**, participation, and advice of at least one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians.
2. Teachers.
3. School administrators.
4. School security personnel, if any.
5. For middle school and high school, students enrolled in the school.

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

Site administration shall communicate school rules to parents, guardians, and students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct.

Students posing a safety concern, including but not limited to violations of Education Code 48900 (a-e), shall be escorted to the designated location/office to be seen by an administrator/designee.

Having exhausted alternative means of correction, students shall be sent to the designated location/office to be seen by an administrator/designee.

Disciplinary strategies (alternative means of correction) may include, but are not limited to:

- **Mentoring programs**
- Discussion or conference between school staff and the student and the student's parents/guardians
- Referral of the student to the school counselor or other school support service personnel for case management and counseling
- Convening of a study team, guidance team, resource panel, or other intervention related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and the student's parents/guardians
- When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan
- Enrollment in a program for teaching prosocial behavior or anger management
- Participation in a restorative justice program with trained Restorative Justice Personnel.
- A positive behavior support approach with tiered interventions that occur during the school day on campus
- Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
- Participation in a program that is sensitive to the traumas experienced by students,

focuses on students' behavioral health needs, and addresses those needs in a proactive manner

- After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups
- Recess restriction as provided in the section below entitled "Recess Restriction"
- Detention after school hours as provided in the section below entitled "Detention After School"
- Community service as provided in the section below entitled "Community Service"
- In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities
- Reassignment to an alternative educational environment
- Suspension and expulsion in accordance with law, Board policy, and administrative regulation

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, **and any other means of correction implemented shall be documented and retained in the student's records.** (Education Code 48900.5)

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal and parent of any recess/lunch restrictions they impose.

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable.

The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal or principal's designee may, at their discretion, require a student to perform community service during non-school hours on school grounds, or with written permission of the student's parent/guardian off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer or youth assistance programs.

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension.

Notice to Parents/Guardians and Students

The Superintendent or designee shall provide written notice of the rules related to discipline to transfer students at the time of their enrollment in the district.

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Adopted: November 13, 2019

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

6. 20/21-5049 - BOARD UPDATE AND DISCUSSION ON SUPERINTENDENT SEARCH

RECOMMENDATION

The Board of Education will receive the latest updates regarding the process of filling the upcoming superintendent vacancy at the end of the school year and discuss next steps.

Rationale:

With the announcement of Superintendent Dr. Katherine Thorossian's intent to retire at the end of the school year, this leaves the Board of Education with the important task of employing a new superintendent. The Board of Education will continue its discussion of where they are in this process, and outline next steps regarding interviews of executive search firms to ensure a smooth transition of leadership.

Background:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-02-24 19:00:00

AGENDA ITEM TITLE:

7. 20/21-5050 - PENDING BOARD ISSUES

RECOMMENDATION

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

Rationale:

To provide a schedule for updates regarding issues that are critical for the Board of Education as part of their priorities and goals.

Background:

The Board will revise this document as they see fit. Items will be deleted as they are completed.

Additional Information:

An update on CGI Math in September 2021 has been added to this schedule.

ATTACHMENTS

- [Pending Board Issues 022421.pdf](#)

Subject: PENDING BOARD ISSUES

Prepared by: Katherine F. Thorossian, Ed. D., Superintendent

Action desired:

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

Rationale:

This agenda item affords an opportunity for the Board of Education to review the status of items that have been scheduled for Board consideration, raise issues or questions that have not been scheduled for discussion, and place issues in priority order for attention, consistent with the Board Vision.

Issue/Question/Request	Status	Next steps
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	Prior year objectives to continue as assumed
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Regularly in Bd updates

Issue/Question/Request	Status	Next steps
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>2/24/21 • Career Tech Pathways (ROP) (Board update)</p> <p>4/14/21 • Carl Perkins Application</p> <p>4/28/21 • Multiple Measures Report</p> <p>4/28/21 • Summer School 2021 Plans</p> <p>5/26/21 • Class of 2021 Report</p> <p>5/26/21 • Homeless & Foster Youth Report (Board Update)</p> <p>6/9/21: • Annual LCAP Public Review</p> <p>6/9/21: • Multiple Measures Report w/ LCAP data</p> <p>6/9/21: • GATE Program Report (Board Update)</p> <p>6/23/21: • Music/Art Community Theater Report</p>	
CGI Math Update	Provide a program update to the Board of Education	September 2021
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	Continuous
E-Rate	E-rate funding approval annually.	Jan/Feb/Mar
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct/Nov/Dec.	Next report Fall 2021
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Next training: August 2021	Annually in August

Issue/Question/Request	Status	Next steps
Cyclical Reports (Continued)		
Budget/ Enrollment/Staffing	<p><u>2020-21 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • March 10, 2021: 2020-21 Second Interim Budget Rpt. • March 24, 2021: 2019-20 Audit Report • 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

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 SY
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 Spring 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"> Plans in progress 	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 	Continue to seek grant opportunities
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
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2020-21 SY

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