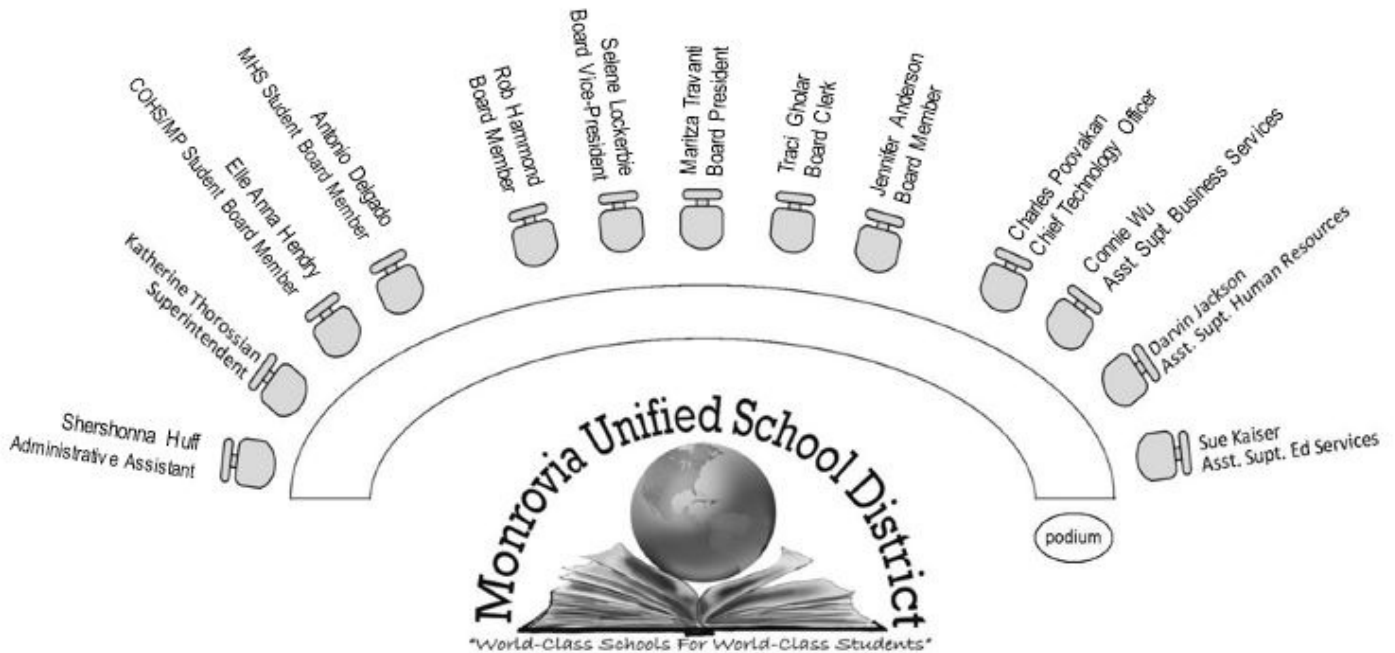




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, June 23, 2021

6:30 p.m. - Board Room & Virtual Zoom Meeting

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, June 23, 2021

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

CORONAVIRUS DISEASE (COVID-19) ADVISORY

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

You may submit public comments via email before each meeting. Please send all public comments to publiccomments@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

3. Roll Call:

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

4. Report on Closed Session held this date

E. ORDER OF BUSINESS

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

2. Approve the Minutes from the Regular Board of Education Mtg. of June 10, 2021.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti____

BM Mins - 061021

[BM Mins - 061021.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education would like to thank **Superintendent Dr. Katherine Thorossian** for eight years of service and her commitment to the staff, students and community of Monrovia Unified School District.

2. Board Member Reports

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 agenda item, during that item's place on the agenda. Please be sure to include your name, email, and best method of contact to reach you to follow-up.

1. Public Comments for items not on the AgendaIn 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

1. 2021-22 SCHOOL YEAR UPDATE. The Board of Education will receive an overview of district operations and programs in the 2021-22 school year.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Anderson____, Board Member Gholar____

Board Member Lockerbie____, Board President Travanti____

EDUCATIONAL SERVICES

1. 20/21-1118 - BRANDMAN UNIVERSITY FIELD EXPERIENCE AGREEMENT

The Board of Education is requested to approve a Field Experience Agreement with Brandman University from July 1, 2021, through June 30, 2022.

[BRANDMAN MOU re Department of Social Work Field Placement Agreement - 20210623.pdf](#)

2. 20/21-1130 - MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE TO PROVIDE MENTAL HEALTH SERVICES

The Board of Education is requested to approve a Memorandum of Understanding with Jewish Family Service to provide mental health services to identified students in the Monrovia Unified School District from July 1, 2021 through June 30, 2022.

[Jewish Family Service LA MOU - 20210623.pdf](#)

3. 20/21-1131 - LETTERS OF AGREEMENT WITH CALIFORNIA DANCE INSTITUTE

The Board of Education is requested to ratify two Letters of Agreement with the California Dance Institute for Plymouth Elementary School and Wild Rose Elementary School for the 2020-21 school year.

[CDI Agreement - Plymouth - 20210623.pdf](#)

[CDI Agreement - Wild Rose - 20210623.pdf](#)

4. 20/21-1132 - NATIONAL ACADEMIES FOUNDATION (NAF) AGREEMENT

The Board of Education is requested to approve an agreement between National Academies Foundation (NAF) and Monrovia Unified School District, effective July 1, 2021.

[NAF Agreement - 20210614.pdf](#)

5. 20/21-1133 - BARR SUBSCRIPTION AGREEMENT BETWEEN HAZELDEN BETTY FORD

FOUNDATION AND MONROVIA UNIFIED SCHOOL DISTRICT ON BEHALF OF MONROVIA HIGH SCHOOL

The Board of Education is requested to approve a Barr Subscription Agreement with the Hazelden Betty Ford Foundation for continued use of the BARR (Building Assets, Reducing Risks) Model at Monrovia High School for 2021-2022.

[Hazelden Betty Ford Agreement.pdf](#)

6. 20/21-1134 - CONTRACT BETWEEN THINKING MAPS, INC. AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a contractual agreement between Thinking Maps, Inc. and the Monrovia Unified School District for professional development and materials.

[Thinking Maps - Materials Cost Proposal - Elementary.pdf](#)

[Thinking Maps - Materials Cost Proposal - Secondary.pdf](#)

[Thinking Maps Contracts.pdf](#)

BUSINESS SERVICES

7. 20/21-2146 - AUTHORIZATION TO USE STATE BIDS AND PIGGYBACKABLE BIDS

The Board of Education is requested to approve the utilization of the State, City and other School District bids to purchase equipment and supplies for the District's daily operational needs to include but not limited to furniture, transportation and playground, technology and network, grounds and maintenance, copier and reprographics equipment and supplies.

8. 20/21-2148 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$123,487.04 issued March 05, 2021 through March 19, 2021 and payments in the amount of \$5,395,987.47 issued May 26, 2021 through June 08, 2021.

[BA Item 2148\(b-e\) Purchase Order Rpt 6-23-21.pdf](#)

9. 20/21-2149 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 34 through No. 36 deposited June 4, 2021 through June 14, 2021 for a total amount of \$965,863.99.

[BA Item 2149\(b\) Deposit Rpt #34-#36 6-23-21.pdf](#)

10. 20/21-2150 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2150 Budgetary Transfers 6-23-21.pdf](#)

11. 20/21-2151 - CUMULATIVE OBJECT SUMMARY REPORTS

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

[BA Item 2151\(b\) Cumulative Object Summary Rpt \(May 2021\) 6-23-21.pdf](#)

12. 20/21-2152 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-20.

[Acceptance of Gifts #2021-20 06-23-21.pdf](#)

13. 20/21-2154 - 2021-22 SCHOOL YEAR BUS SCHEDULE

The Board of Education is requested to approve the Bus Schedule for the 2021-22 school year, home-to-school transportation.

[BA Item 2154\(b\) 2021-22 Bus Schedule 6-23-21.pdf](#)

14. 20/21-2155 - YEAR-END APPROPRIATION TRANSFERS

The Board of Education is requested to authorize the Los Angeles County Office of Education (LACOE) to make appropriation transfers as necessary at the close of the school year to permit payment of obligations of the district incurred during the 2020-21 fiscal year.

[Authorization to Make Appropriation Transfers - 2020-21.pdf](#)

15. 20/21-2156 - INTER-FUND TRANSFERS FOR 2021-22 SY

The Board of Education is requested to approve the routine transfer of cash between District funds for the 2021-22 fiscal year.

HUMAN RESOURCES

16. 20/21-3064 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #21.

[2021-06-23 Personnel Report 21.pdf](#)

17. 19/20-3065 - PERSONNEL COMMISSION MEMBERSHIPS 2021-2022 SCHOOL YEAR

The Board of Education is requested to approve the payment of contractual fees and memberships from the Personnel Commission budget for Cooperative Organization for the Development of Employee Selection Procedures (CODESP), California School Personnel Commissioners Association (CSPCA), and the Personnel Commissioners Association of Southern California (PCASC).

TECHNOLOGY

18. 20/21- 4018 – CONTRACT FOR E-RATE RELATED SERVICES WITH CSM CONSULTING, INC.

The Board of Education is requested to approve a one (1) year renewal of the professional services contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding for the 2021-22 school year.

[CSM Contract 21-22.pdf](#)

19. 20/21- 4020 - RENEWAL OF SUBSCRIPTION AGREEMENT WITH PARENT SQUARE 2021-24

The Board of Education is requested to approve a three (3) year subscription agreement with ParentSquare. Effective July 1, 2021 through June 30, 2024.

[ParentSquare_Agreement_MonroviaUSD06.2020.21.pdf](#)

BOARD BUSINESS

20. 20/21-5089- BOARD POLICY 6172, *GIFTED AND TALENTED STUDENT PROGRAM*, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 6172, *Gifted and Talented Student Program*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 6172 - 062321.pdf](#)

[AR 6172 - 062321.pdf](#)

[GATE Qualifying Matrix - 20210420.pdf](#)

21. 20/21-5090- BOARD POLICY 5144.1, *SUSPENSION AND EXPULSION/DUE PROCESS*, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 5144.1, *Suspension and Expulsion/Due Process*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 5144.1 Suspension and Expulsion Due Process.pdf](#)

22. 20/21-5091– BOARD POLICY 0415, EQUITY

The Board of Education is requested to adopt Board Policy 0415, *Equity*, as recommended by the California School Boards Association (CSBA).

[BP 0415 - Equity 062321.pdf](#)

23. 20/21-5092– BOARD POLICY 2121, SUPERINTENDENT'S CONTRACT

The Board of Education is requested to adopt Board Policy 2121, *Superintendent's Contract*, as recommended by the California School Boards Association (CSBA).

[BP 2121 Superintendents Contract - 062321.pdf](#)

24. 20/21- 5093 – MEMORANDUM OF UNDERSTANDING WITH COMMUNITY MEDIA OF THE FOOTHILLS (CMF), OR KGEM

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Community Media of the Foothills (CMF), or KGEM, for the video recording and streaming of Board of Education meetings, from July 1, 2021 to June 30, 2022.

[MUSD KGEM MOU 2021-22.pdf](#)

25. 20/21-5094 - DUES AND MEMBERSHIPS FOR 2021-22 SY

The Board of Education is requested to approve memberships for the 2021-22 school year for the organizations as listed.

[2021-22 Dues and Memberships.pdf](#)

26. 20/21-5096 - AGREEMENT WITH CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) FOR GAMUTONLINE SERVICES

The Board of Education is requested to approve an agreement with the California School Boards Association (CSBA) to provide access to the GamutOnline platform, receive training, and user support. Effective July 1, 2021 through June 30, 2022.

[GamutOnline Services Agreement 062321.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 20/21-1126 - LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

The Board of Education is requested to adopt the Local Control Accountability Plan (LCAP).

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____, Board Member Lockerbie____, Board President Travanti____

[BOP 2021-2022.pdf](#)

[LCAP Presentation for Board Meeting - 20210604.pdf](#)

2. 20/21-1129 - KAPLAN SAT PREPARATION SUMMER COURSE

The Board of Education is requested to approve the Educational Master Services Agreement between Kaplan North America, LLC, and Monrovia Unified School District, effective June 24, 2021, for SAT preparation provided during summer 2021.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____, Board Member Lockerbie____, Board President Travanti____

[KAPLAN Agreement - 20210623.pdf](#)

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

3. 20/21-2157 - RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT

FOR 2021-22 SY

The Board of Education is requested to adopt Resolution No. 2021-19 to approve the use of Education Protection Account (EPA) funds for the 2021-22 fiscal year.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

[EPA Resolution - 2021-22.pdf](#)

4. 20/21-2158 - RESOLUTION TO AUTHORIZE TEMPORARY INTER-FUND CASH BORROWING

The Board of Education is requested to adopt Resolution No. 2021-20 to authorize the temporary borrowing of cash between District funds for the 2021-22 fiscal year.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

[Resolution To Authorize Inter-Fund Borrowing.pdf](#)

5. 20/21-2159 - RESOLUTION TO AUTHORIZE TEMPORARY TRANSFERS OF FUNDS FROM THE LOS ANGELES COUNTY TREASURER

The Board of Education is requested to adopt Resolution No. 2021-21 to authorize the temporary transfer of funds from the Los Angeles County Treasurer for the 2021-22 fiscal year.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

[Resolution To Authorize Borrowing From The L.A. County Treasurer.pdf](#)

6. 20/21-2160 - ADOPTED BUDGET FOR THE 2021-22 FISCAL YEAR

The Board of Education is requested approve the 2021-22 Adopted Budget for all district funds.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

[Board Narrative 06-23-21 - Adopted Budget.docx](#)

7. 20/21-2161 - AUTHORIZATION FOR SURPLUS SALE AND DISPOSAL OF MOTORIZED EQUIPMENT, COMMERCIAL CAFETERIA EQUIPMENT AND MISCELLANEOUS ITEMS

The Board of Education is requested to approve the District's surplus for sale and disposal of non-functional, damaged and obsolete items significantly past their life cycle date.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

[BA Item 2161\(b-c\) Authorization for Surplus Sale and Disposal of Various Equipment 6-23-21.pdf](#)

8. 20/21-2162 - DECLARATION OF CAMERA EQUIPMENT SURPLUS AND AUTHORIZATION FOR SALE AND RECYCLING

The Board of Education is requested to approve the declaration of surplus property for camera equipment and related accessories, and authorization for sale and recycling.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,
Board Member Lockerbie____, Board President Travanti_____

9. 20/21-2163 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2020-21 school year.

[Public Disclosure of Proposed Collective Bargaining Agreement.pdf](#)

K. OPEN PUBLIC HEARING FOR PROPOSED COLLECTIVE BARGAINING AGREEMENT

L. CLOSE PUBLIC HEARING FOR PROPOSED COLLECTIVE BARGAINING AGREEMENT

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

10. 20/21-3066 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT TO PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING 2021-2023

The Board of Education is requested to approve a contract between the Los Angeles County Office of Education (LACOE) and the Monrovia Unified School District. Monrovia Unified will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____, Board Member Lockerbie____, Board President Travanti_____

[LACOE SCHOOL BASED COVID TESTING C-21251.pdf](#)

11. 20/21-3067 - CREATION OF A NEW CLASSIFIED POSITION - WELLNESS CENTER SPECIALIST

The Board of Education is requested to establish a new classified position.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____, Board Member Lockerbie____, Board President Travanti_____

[Wellness Center Specialist.pdf](#)

TECHNOLOGY - *Charles Poovakan, Chief Technology Officer*

12. 20/21 - 4019 – APPROVAL OF AWARD OF CONTRACT WITH AMS.NET FOR HIGH LEVEL NETWORK AND SYSTEMS SUPPORT

The District would like the Board of Education to approve an award of contract with AMS.NET to provide high-level network and systems support.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____, Board Member Lockerbie____, Board President Travanti_____

[AMS NET Technical Certifications.pdf](#)

[Cisco Gold Cert.pdf](#)

[AMS NET Company Overview.pdf](#)

[AMS.NET Support Services Proposal Monrovia Unified School District 062021.pdf](#)

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

13. 20/21-5095 - 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 062321.pdf](#)

M. OLD BUSINESS

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

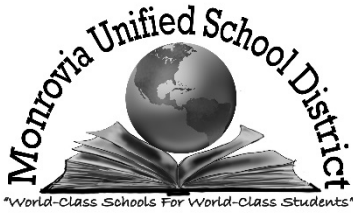
N. NEW BUSINESS

Summer School:

- Elementary: Ongoing until July 15, 2021
- High School: Ongoing until July 21, 2021

For additional information pertaining to summer school, please visit www.monroviaschools.net.

O. 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

Thursday, June 10, 2021

6:00 p.m. - Board Room

BOARD OF EDUCATION OPEN SESSION MEETING

Thursday, June 10, 2021

7:00 p.m. - Board Room & 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.

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- 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 6:02 p.m.

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

C. ADJOURNED BOARD OF EDUCATION CLOSED SESSION at 7:02 p.m.

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

1. Meeting called to order by Board President Travanti at 7:09 p.m.
2. Pledge of Allegiance

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

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

E. ORDER OF BUSINESS

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

AR 5144.2 was pulled from this agenda. Agenda item #'s J.5 and J.6 were moved up on the agenda to follow Public Comments.

2. Approve the Minutes from the Regular Board of Education Mtg. of May 12 & 26, 2021. Motion by Board Member Hammond, seconded by Board Member Gholar, **Vote 5-0**
Board Member Hammond – Y, Board Member Anderson – Y, Board Member Gholar - Y,
Board Member Lockerbie – Y, Board President Travanti – Y

[BM Mins - 051221.pdf](#)

[BM Mins - 052621.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education welcomed **Assemblyman Chris Holden** to congratulate **Monrovia High School** on **being named one of the "Top 1000 High Schools" by the Associated Press.**

2. The Board of Education congratulated the below students for their participation in and/ or wins in the **District PTA Reflections** competition in the various categories:

Dance

Camber Chicca, Wild Rose SOCA
Arisa Paryas, Plymouth ES

Katherine Regencia, MHS
Indiana Thomas, Wild Rose SOCA

Film Production

Abigail Banuelos, Wild Rose SOCA
Islay Cowie, Monroe ES
Nayah Ellis, Wild Rose SOCA

Emmanuel Gonzalez, Santa Fe CSMS
Josiah Quiles, Monroe ES
Olive Westra, Monroe ES

Literature

Azize Daryaie, Santa Fe CSMS
Madeline Mo, Plymouth ES
Cassidy Rose, Bradoaks ESA

Ella Salinas, Monroe ES
Amirah Marielle Sorra, Clifton MS
Lovette Ton, Santa Fe CSMS

Music Composition

Anabella Mercado, Monroe ES
Arisa Paryas, Plymouth ES

Photography

Caleb Alarcon, Wild Rose SOCA
Peter Attia, MHS
Luis Bernal, MHS
Emmanuel Garcia, MHS

Esther Kurisu, Bradoaks ESA
Micah Kurisu, Bradoaks ESA
Madison Maljian, Santa Fe CSMS

Visual Arts

Emma Arellano, Monroe ES
Taylor Arellano, MHS

Gisele James, Santa Fe CSMS
Esther Kurisu, Bradoaks ESA

Cheyenne Cerney, MHS
Ryen Covey, Clifton MS
Amelia De La Torre, Monroe ES
Ashley Godbold, MHS
Ricardo Ibarra, MHS

Abigail Martinez, Monroe ES
Sofie Ribaya, Santa Fe CSMS
Emerick Schultz, Wild Rose SOCA
Lillian Wadahara, Wild Rose SOCA

3. Board Member Reports

- **Board Member Lockerbie** shared with the community a report on the various elementary graduations attended by herself and other members of the Board.
- **Board Member Anderson** shared on the graduation at Monrovia High School, and her accepting of the Class of 2021, which included her son Nate Anderson.
- **Board President Travanti** provided an update on the graduations that occurred at Canyon Oaks HS and the Monrovia Community Adult School.

4. Report from the Superintendent

- **Dr. Thorossian** shared on the **Susan Hirsch Wellness Center Dedication** that occurred on June 3, 2021 at MHS.
- **Dr. Jayne Nickles & Dr. Jennifer Jackson** provided an overview of their doctoral dissertation defense.

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 agenda item, during that item's place on the agenda. Please be sure to include your name, email, and best method of contact to reach you to follow-up.

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

There were none.

2. Public Comments for items on the Open Session Agenda

There were none.

J.5. 20/21-5084- BOARD POLICY 5144.1, SUSPENSION AND EXPULSION/DUE PROCESS, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 5144.1 Suspension and Expulsion/ Due Process and its accompanying administrative regulations as recommended by the California School Boards Association (CSBA)

[BP 5144.1 Suspension and Expulsion Due Process.pdf](#)

[AR 5144.1 Suspension and Expulsion Due Process.pdf](#)

J.6. 20/21-5085– BOARD POLICY 0415, EQUITY

The Board of Education received for first reading Board Policy 0415, *Equity*, as recommended by the California School Boards Association (CSBA).

- **Board President Hammond** asked that the Board of Education receive an annual update on how Equity is implemented in the District.

[BP 0415 - Equity 061021.pdf](#)

H. INFORMATIONAL REPORTS AND PRESENTATIONS

1. **CALIFORNIA DASHBOARD INDICATORS REPORT.** (*Sue Kaiser, Asst. Supt. of Ed. Svcs.*). The Board of Education received an informational report on the California Dashboard Indicators for the 2021-22 SY.

I. CONSENT AGENDA

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

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

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. **20/21-1110 - MEMORANDUM OF AGREEMENT BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND THE MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education ratified a License Agreement between the San Joaquin County Office of Education, (SJCOE) and the Monrovia Unified School District, for the web- based suite of tools known as the Student Success Team System Management System (BEYOND SST).

[SJCOFE - BEYOND SST - Rev - 20210528.pdf](#)

2. **20/21-1122 - GENERAL SERVICE AGREEMENT BETWEEN ADDICTION TREATMENT TECHNOLOGIES, LLC, DBA CARE SOLACE AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved a General Service Agreement with Addiction Treatment Technologies, LLC., dba CareSolace for a district license to access an online platform at caresolace.com. Effective July 1, 2021 through June 30, 2022.

[Care Solace Agreement - 20210527.pdf](#)

[Care Solace Invoice 2021-10253.pdf](#)

3. **20/21-1123 - AGREEMENT WITH WEST COAST PROTECTION, LLC, DBA INTERQUEST DETECTION CANINES**

The Board of Education approved a contract with West Coast Protection, LLC dba Interquest Detection Canines to provide random unannounced visits to Clifton Middle School, Santa Fe Middle School, and Monrovia High School using non-aggressive, specially trained canines for the purpose of contraband detection and campus safety for the 2021-2022 academic year.

[INTERQUEST SERVICE AGREEMENT 2021-2022 - 20210603.PDF](#)

4. **20/21-1124 - CONTRACT FOR THE CALIFORNIA STATE PRESCHOOL PROGRAM**

The Board of Education adopted a resolution which certifies the approval of the California Department of Education contract CSPP-0228 (California State Preschool Program) for the purpose of providing Preschool Services in Fiscal Year 2021-2022.

[California State Preschool Program 20-21 - 20210601.pdf](#)

5. **20/21-1125 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT**

The Board of Education approved a Memorandum of Understanding (MOU) between Azusa Unified School District and Monrovia Unified School District for the award, allocation, and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG) from July 1, 2021 through December 31, 2022.

[CTEIG MOU - 20210610.pdf](#)

BUSINESS SERVICES

6. 20/21-2141 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education ratified purchase orders in the amount of \$700,558.73 issued February 19, 2021 through March 05, 2021 and payments in the amount of \$506,106.39 issued May 13, 2021 through May 25, 2021.

[BA Item 2141\(b-e\) Purchase Order Rpt 6-10-21.pdf](#)

7. 20/21-2142 - DISTRICT CASH RECEIPTS

The Board of Education received District cash receipt; Deposit Report No. 33 deposited May 24, 2021 for a total amount of \$95,916.18.

[BA Item 2142\(b\) Deposit Rpt #33 6-10-21.pdf](#)

8. 20/21-2143 - BUDGETARY TRANSFERS AND REVISIONS

The Board of Education approved the budgetary adjustments as submitted.

[BA Item 2143\(b\) Budgetary Transfers 6-10-21.pdf](#)

9. 20/21-2144- ACCEPTANCE OF GIFTS

The Board of Education accepted the gifts as described in Acceptance of Gifts Report No. 2021-19.

[Acceptance of Gifts #2021-19 061021.pdf](#)

10. 20/21-2145- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education approved the Professional Service Agreements report #13 for the Monrovia Unified School District.

[Professional Service Agmts #13 - 061021.pdf](#)

HUMAN RESOURCES

11. 20/21-3058 - PERSONNEL ASSIGNMENTS

The Board of Education approved the Personnel Assignments Report #19.

[2021-06-10 Personnel Report 20.pdf](#)

BOARD BUSINESS

12. 20/21-5083- AGREEMENT BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND GEOLISTENING INC.

The Board of Education approved a contract between Monrovia Unified School District and GeoListening, to begin July 25, 2021 through June 30, 2022.

[MUSD 2021-22 - Geo Listening Services Agreement 5-30-21.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 20/21-1126 - SOLUTION TREE, INC. PURCHASE AGREEMENT

The Board of Education approved a Purchase Agreement with Solution Tree Inc., to provide virtual professional development to teachers for implementation with school leadership teams.

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

Vote 5-0

[Solution Tree, Inc. Purchase Agreement - 20210604.pdf](#)

2. 20/21-1128 - PUBLIC HEARING FOR LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

The Board of Education held a public hearing to take testimony from the public and discuss the updated Local Control Accountability Plan (LCAP) prior to adoption on June 23, 2021.

[LCAP Budget Overview 2021-22.pdf](#)

K. OPENED THE PUBLIC HEARING FOR THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) AT 8:24 p.m.

There were no public comments.

L. CLOSED THE PUBLIC HEARING FOR LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) at 8:25 p.m.

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

3. 20/21-2147 - PROPOSED ADOPTED BUDGET AND PUBLIC HEARING FOR THE 2021-22 FISCAL YEAR

The Board of Education held a Public Hearing to take testimony from the public and discuss the Monrovia Unified School District 2021-22 Proposed Adopted Budget for all district funds.

[2021-22 Adopted Budget Narrative.pdf](#)

M. OPENED PUBLIC HEARING FOR PROPOSED ADOPTED BUDGET FOR THE 2021-22 FISCAL YEAR at 8:58 p.m.

There were no public comments.

N. CLOSED THE PUBLIC HEARING FOR PROPOSED ADOPTED BUDGET FOR THE 2021-22 FISCAL YEAR at 8:59 p.m.

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

4. 20/21-3062 – MUSD SCHOOL CALENDAR FOR THE 2022-2023, 2023-2024, & 2024-2025 SCHOOL YEARS

The Board of Education approved the district calendars for the 2022-2023, 2023-2024, and 2024-2025 school years.

Motion by Board Member Hammond, 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

[2022-2023 MUSD District Calendar.pdf](#)

[2023-2024 MUSD District Calendar.pdf](#)

[2024-2025 MUSD District Calendar.pdf](#)

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

5. 20/21-5086 - BOARD POLICY 6172, GIFTED AND TALENTED STUDENT PROGRAM, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education received for first reading Board Policy 6172, Gifted and Talented Student Program, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 6172 - 1st Reading - 20210610.pdf](#)

[AR 6172 - 1st Reading - Rev 20210610.pdf](#)

[GATE Qualifying Matrix - 20210420.pdf](#)

6. 20/21-5087 – BOARD POLICY 2121, SUPERINTENDENT'S CONTRACT

The Board of Education received for first reading Board Policy 2121, *Superintendent's Contract*, as recommended by the California School Boards Association (CSBA).

[BP 2121 Superintendents Contract - 1st read 061021.pdf](#)

7. 20/21-5088 - PENDING BOARD ISSUES

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

[Pending Board Issues 061021.pdf](#)

O. OLD BUSINESS

- June 23, 2021; 7:00 p.m. - Regular Board of Education Meeting
- July 28, 2021; 7:00 p.m. - Regular Board of Education Meeting

P. NEW BUSINESS

- **Mimi Mency District Office Lobby Dedication - June 29, 2021; 10am**
- **Board Member Lockerbie** requested that the first Board meeting in the month of June 2022, be moved back one week, so as not to coincide with year-end graduations.

Summer School:

- All Grades: June 17, 2021

For additional information pertaining to summer school, please visit www.monroviashools.net.

- Q. **Board President Travanti ADJOURNED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Marjorie Marjoram and Martha Meza at 9:34 p.m.**

Dr. Katherine Thorossian, Superintendent & Secretary of the Board

Traci Gholar, Board Clerk

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

1. 20/21-1118 - BRANDMAN UNIVERSITY FIELD EXPERIENCE AGREEMENT

RECOMMENDATION

The Board of Education is requested to approve a Field Experience Agreement with Brandman University from July 1, 2021, through June 30, 2022.

Rationale:

As an extension of the District's N.E.S.T. project (Nurturing Every Student Together—Elementary Multi-tiered System of Supports) to support student well-being at the elementary level, this Field Experience Agreement is being presented for Board approval. This Field Experience Agreement will allow intern candidates from both the Bachelor of Social Work (BSW) and the Masters of Social Work (MSW) programs to work under the collaborative supervision of a Brandman supervisor and a Monrovia Unified credentialed school counselor who will provide general support at the classroom level of the cooperating school.

Background:

Brandman is an institution of higher learning authorized pursuant of California law to offer graduate degree programs with field placement experiences in the field of social work. Fieldwork experience is an essential component to fulfill the licensing requirements set forth by the California Board of Behavioral Sciences. This Field Experience Agreement will allow for the placement of BSW and MSW candidates in Monrovia schools.

Budget Implication (\$ Amount):

There is no cost to district for this Agreement.

Legal References:

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

Additional Information:

A copy of the Field Experience Agreement is attached.

ATTACHMENTS

- [BRANDMAN MOU re Department of Social Work Field Placement Agreement - 20210623.pdf](#)



DEPARTMENT OF SOCIAL WORK FIELD PLACEMENT AGREEMENT

This Agreement is made and entered into by BRANDMAN UNIVERSITY, hereinafter called the “University” and _____, hereinafter called “Agency” for the purpose of providing field experience to students in the Social Work Program at University.

University, on behalf of its Bachelor of Arts in Social Work (BASW) and/or Master of Social Work Program (MSW) Program designates the above organization as an approved setting for field instruction by the signing of this Agreement.

SECTION I: UNIVERSITY AGREES TO:

1. Provide Agency with objectives, policies, and content of Field Instruction at the undergraduate and graduate levels.
2. Provide students with a curriculum of social work knowledge, values, and skills to assure students perform within the normative parameters of professional social work competence.
3. As needed, provide consultation, information, and training materials to field instructors and other appropriate staff of the Agency regarding the development of Agency’s field instruction programs.
4. Involve the Agency in decisions regarding student placements; and accept the Agency’s judgment as to the final acceptance of individual students.
5. Carry final responsibility for the administration of the field instruction program, including decisions, which affect the progress of the student, such as grades, credits, and field instruction hours in the Agency.
6. Provide a designated member of the faculty to serve as Faculty Liaison for each student placement. This person will respond in a timely manner to any concern regarding the student’s learning experience.
7. Provide guidelines to students for completing field placement defining student educational objectives and field learning experiences and work cooperatively with the students and Agency in the development of these learning experiences.
8. Provide ongoing education for field students and monitoring of their work in order to facilitate their adherence to NASW’s *Code of Ethics*.
9. Inform all students participating under this agreement that they must adhere to all policies, procedures, and standards established by agency.

SECTION II: AGENCY AGREES TO:

1. Designate an Agency Supervisor acceptable to the University whose qualifications are appropriate to the role and responsibilities of a supervisor as described in Appendix 1.
2. Provide students with opportunities to participate in the overall Agency social work program as appropriate to the educational level and practice competency of the student.

3. Agency Supervisor shall provide supervision of the student(s) field experience in compliance with the statutes, regulations and professional standards governing social work.
4. Implement the objectives of University's field education programs, which will provide opportunities to reinforce learning from all areas of the social work curriculum.
5. Provide emergency health care to student(s) in any instance of injury or illness at the Agency. Expenses of such care shall be the sole responsibility of the student.
6. Verify that a student will not act in the capacity of an employee during assigned field hours and may not take the responsibility or place of qualified staff while interning. If student is an employee of the Agency in any capacity, Agency agrees to the definitions and terms set forth in Appendix 2.
7. Agency will provide orientation and/or training to student(s) on any of Agency's applicable policies, procedures, rules and regulations, or safety concerns.
8. Agency agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority, and agrees to obtain (at its own expense) any necessary licenses, permissions, and accreditations necessary to maintain its operation.
9. Assure that each Field Instructor has adequate time within his/her work schedule to:
 - a) Meet the educational needs of the student, including: orientation to the Agency and its services; informing each student about safety procedures applicable in the setting; development of learning opportunities which include depth and variety; and preparation for at least weekly conferences with each student.
 - b) Meet with the Faculty Liaison at periodic intervals to discuss learning opportunities and student performance;
 - c) Prepare field evaluations as required by the University;
 - d) Provide a reasonable working space for the student; and
 - e) Provide for travel or reimbursement of travel required of students on behalf of clients.
 - f) Complete necessary online- trainings and orientation to Universities Social Work Programs as outlined in the CSWE requirements.

SECTION III: GENERAL PROVISIONS

1. INDEMNIFICATION

The University agrees to indemnify, hold harmless, and defend the Agency, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the Agency because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the University, its agents or employees.

The Agency agrees to indemnify, hold harmless, and at the University's request, defend the University, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the Agency because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of Agency, its agents or employees.

2. INSURANCE

The University and Agency mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. University shall either provide coverage on behalf of program participants (students) or require program participants (students) to secure such coverage through the National Association of Social Work (NASW) – Assurance Services. Such coverage provided by the University and Agency may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$2,000,000 aggregate.

Upon written request, each party shall furnish the other party proof thereof of said insurance coverage in the form of a certificate of insurance. Each Certificate of Insurance shall specify that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. TERMINATION

Either party may terminate this agreement for any reason upon ninety days written notice to the other party. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

Notwithstanding the foregoing paragraph, student(s) placed at Agency at the time notice of termination is given shall be allowed to complete the current placement.

4. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in the County of Orange, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.

SECTION IV: MISCELLANEOUS

1. University or Agency may immediately remove any student deemed to be clinically unsafe to patients, employees, or others. The party who took the action to remove the student shall notify the other party of said action as soon as possible, but in no event later than 48 hours after said removal. Agency reserves the right to prohibit the return of any such student(s) unless a corrective action plan satisfactory to Agency has been proposed and its compliance assured by the Student. Agency further reserves the right to request University to remove any student whose conduct is contrary to Agency's standards of conduct as set forth in its policies and procedures.

2. This agreement may be amended at any time, but any amendment must be in writing and signed by each party. This agreement contains the entire understanding of the parties regarding their rights and duties. Any alleged oral representation or modification concerning this agreement shall be of no force or effect unless contained in a subsequent written modification signed by all parties.
3. Neither party shall have the right to assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of University and Facility.
4. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This agreement shall be governed by the laws of California. Should either party institute legal action to enforce any obligation contained in this Agreement, it is agreed that proper venue for such action shall be Orange County, California.
5. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree program requirement, therefore, regardless of the nature or extent of the acts performed by them, that the students are not to be considered employees or agents of University for any purpose, including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
6. The parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
7. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
8. This Agreement is intended by the parties to benefit themselves only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.
9. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right.
10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party will engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, protective order status, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
11. This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.
12. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to University:

Brandman University
Att: School of Arts and Sciences, Contracts
16355 Laguna Canyon Road
Irvine, CA 92618

If to Agency:

TERMS OF THE AGREEMENT

This Agreement shall commence upon the first date on which it has been signed by both parties (the "Effective Date"), and continue until _____ or until terminated by either party giving written notice to the other.

The parties may renew this agreement by signed written agreement.

SECTION V: SIGNATURES

"UNIVERSITY":
BRANDMAN UNIVERSITY

"AGENCY":

PHILLIP L. DOOLITTLE

Name: _____

Executive Vice Chancellor of Finance & Admin/CFO

Title: _____

Date

Date

Appendix I.

Qualifications of Supervisors for the BASW and the MSW are as follows:

Supervision Criteria BASW

BASW interns are supervised by Agency Supervisors designated by the agency and approved by the Social Work Program at Brandman University. Agency supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each student. The following sets forth Agency Supervisor criteria:

- A Bachelors or Masters of Social Work is highly preferred for supervision and is the primary level sought for supervision of BASW students.
- If the agency provides an excellent scope of work, but is unable to provide a BSW or MSW supervisor, an experienced worker with five (5) plus years of experience with a Bachelors or Master level degree in Human Services, MFT, MS in Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution.
- Daily supervision can be provided by an experienced worker with a minimum of a BSW or equivalent (e.g. any worker with a human services or behavior health Bachelor's level degree or greater, plus two years of experience will be considered to provide site supervision of an intern. This person will not be designated as their Agency Supervisor).
- In cases where the agency can provide excellent social work activities and practice opportunities, but has no social work staff (MSW or BSW) - the Social Work program assigns the Faculty Field Liaison (all are MSWs and licensed social work professionals), and is the seminar instructor - as an additional supervisor. The liaison will provide the required social work practice perspective to the student's overall practicum experience in bi-weekly conferences each month with the student.

Supervision Criteria MSW

MSW interns are supervised by Agency Supervisors designated by the agency and approved by the Social Work Program at Brandman University. Agency supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each student. The following sets forth Agency Supervisor criteria:

- A Masters of Social Work is required for supervision and is the primary level sought for supervision of MSW students.
- If the agency provides an excellent scope of work, but is unable to provide an MSW supervisor, an experienced worker with five (5) plus years of experience with a Master level degree or higher in Human Services, Marriage and Family Therapy, MS in Counseling, MS in School Counseling or MS in another Behavioral Health category, or certified drug addiction counselor specifically in recovery agencies with a Master's degree will be considered for substitution.
- An experienced worker with a minimum of a MSW or equivalent and 2 years' experience with the agency can provide daily supervision. This person is not designated as the Agency Supervisor).
- In cases where the agency can provide excellent social work activities and practice opportunities, but has no social work staff (MSW) the Social Work program assigns the University Faculty Field Liaison (all are MSWs and licensed social work professionals), and is the seminar instructor - as an additional supervisor. The liaison will provide the required social work practice perspective to the student's overall practicum experience in bi-weekly conferences each month with the student.

Appendix II.

If student is an employee of Agency, Agency agrees to abide by the following guidelines set forth by the Council on Social Work Education:

1. The agency agrees to place the student in a role/capacity that engages in social work practice and is separate from their role as an employee; this applies to an offer to employ the student after acceptance as an intern. The employment role and internship role must be different (e.g. roles, duties, job performance, responsibilities, etc...);
2. The agency agrees to provide supervision that is separate from the student's supervision as an employee (e.g. different supervisors for each role); and
3. The agency agrees to keep separate and apart the hours, duties and roles of internship and employment without overlap, during the student's scheduled internship hours.

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

2. 20/21-1130 - MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE TO PROVIDE MENTAL HEALTH SERVICES

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding with Jewish Family Service to provide mental health services to identified students in the Monrovia Unified School District from July 1, 2021 through June 30, 2022.

Rationale:

This Memorandum of Understanding is to provide students with relevant information that will decrease the potential for unhealthy behaviors through supportive intervention by increasing resiliency and positive coping skills to Monrovia Unified School District students with the purpose of improving student functioning within an educational setting.

Budget Implication (\$ Amount):

There is no direct cost to the District.

Legal References:

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

Additional Information:

Copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [Jewish Family Service LA MOU - 20210623.pdf](#)



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
JEWISH FAMILY SERVICE LA
AND
MONROVIA UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by the above parties and shall commence on **July 1, 2021** and continue through **June 30, 2022**. Either party, however, may modify, amend, or terminate this MOU with thirty (30) days written notice.

The purpose of this agreement is to identify and stipulate the type and extent of services to be provided by Jewish Family Service LA to Monrovia Unified School District (District).

I. PURPOSE

The purpose of this program is to work together towards the mutual goal of providing skill-building services to improve student functioning within an educational setting.

II. GOAL

The goal is to increase resiliency and positive coping skills while providing students with relevant information that will decrease the potential for unhealthy behaviors through supportive intervention.

III. SERVICES PROVIDED

Jewish Family Service LA will:

1. Provide skill-building services to students based on individual need and availability of resources.
2. Certify that its staff providing the services designated are adequately trained and prepared according to the prevailing professional standards to provide such services.
3. Certify that it shall provide reasonable and adequate supervision of its staff and/or trainees providing the services designated above.
4. Provide consultation and share information (with the appropriate releases of information forms signed by legal guardians) about the student, when necessary, to work collaboratively toward progress or to ensure safety.
5. Have prerequisite TB testing and finger printing clearance and ensure all staff will have successfully met the fingerprinting requirements as defined in the California Education Code §45125.1.
6. Will work collaboratively with the school principal or his/her designee to prioritize and design the program elements to meet the needs of the school and the students.

District will:

1. Provide a room at the school site conducive to providing services, and/or access to appropriate virtual platforms when needed.
2. Allow students to participate in services during classroom hours, when appropriate.
3. Provide a space at the school site to provide presentations and/or access to appropriate virtual platforms.
4. Work collaboratively with Jewish Family Service LA in establishing and implementing procedures and protocols regarding child abuse reporting, confidentiality issues, managing suicide risk, and school site training, including designation of specific individual(s) as emergency back-up personnel.
5. Work collaboratively with Jewish Family Service LA in determining schools' training needs and an effective method to disseminate information to all students and their families regarding Jewish Family Service LA's services.

IV. COMPLIANCE WITH LEGAL REQUIREMENTS:

Jewish Family Service LA and the District shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. Jewish Family Service LA agrees to serve all clients without regard to color, creed, religion, ethnicity, sex, sexual orientation, nationality, and/or physical or mental disability. Further, Jewish Family Service LA specifically agrees to adhere to California Code of Regulations and Title IX contractual requirements for service delivery.

V. CONFIDENTIALITY

The District shall, during the term of this Agreement and for a period of five (5) years thereafter, maintain the confidentiality of confidential information disclosed by Jewish Family Service LA ("Confidential Information") and to use such Confidential Information solely for the purpose expressly set forth herein. Confidential Information shall mean any and all information disclosed to the District concerning Jewish Family Service LA or specifically in connection with the services performed pursuant to this Agreement, including but not limited to proprietary information, materials, know-how, and other data, both technical and non-technical. The District shall have no obligation of confidentiality and non-use with respect to Confidential Information which:

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of the District;
- (b) Is obtained by a third party who had the legal right to disclose Confidential Information to the District;
- (c) Is already in the possession of the District as evidenced by written documentation that predates the District's receipt of Confidential Information; or
- (d) Is required by law, rule or regulation.

VI. PROVIDER'S AND SUBPROVIDER'S INSURANCE.

Jewish Family Service LA shall not commence work under this MOU until he/she has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation.

VII. HOLD HARMLESS AGREEMENT.

Jewish Family Service LA shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this MOU, resulting in whole or in part from the negligent acts or omissions of Jewish Family Service LA, any subproviders, or any employee, agent, or representative of Jewish Family Service LA and/or its subproviders.

VIII. PERMITS AND LICENSES

Jewish Family Service LA employees, agents, and subproviders shall secure and maintain in force, at Jewish Family Service LA's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

IX. LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE:

To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon contract, negligence, tort or otherwise.

Jewish Family Service LA and the District shall mutually agree to defend, hold harmless, and indemnify the other and their Governing Board, officers, agents, and employees from any and all liabilities including, but not limited to any claims for damages from death, sickness, or other personal injury or injury to property, including without limitation all consequential damages, for any cause whatsoever arising from or connected with its service hereunder in the normal course of business.

Jewish Family Service LA shall procure and shall maintain during the life of this MOU Worker's Compensation Insurance on all of his employees to be engaged in work on the project and in the case of any such work sublet, Jewish Family Service LA shall require the subprovider similarly to provide Worker's Compensation Insurance for all of the latter's employees.

Jewish Family Service LA shall procure and shall maintain during the life of this MOU, professional liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and property damage insurance in an amount not less than \$1,000,000. Any subprovider employed in connection with the work shall maintain such insurance unless Jewish Family Service LA's insurance covers the subprovider and its employees.

X. OPERATIONAL AND PROCEDURAL DETAIL

Any and all operational and procedural detail that is mutually agreed to by Jewish Family Service LA and the District and deemed necessary to put in writing, may be attached to this MOU as Appendix A.

XI. ATTORNEYS' FEES

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

XII. GOVERNING LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles, California, and venue for the action shall be Los Angeles, California.

The Remainder of this Page is Intentionally Left Blank

EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective when signed by the following authorized persons. All notices or correspondence related to this agreement should be directed to:

JEWISH FAMILY SERVICE LA
330 North Fairfax Avenue
Los Angeles, CA 90036

Telephone: 323-761-8800

Eli Veitzer
President and CEO

DATE

MONROVIA UNIFIED SCHOOL DISTRICT
325 East Huntington Drive
Monrovia, CA 91016

Tel: (626) 471-2000
Fax: (626) 471-2077

Katherine Fundukian Thorossian
Superintendent

DATE

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

3. 20/21-1131 - LETTERS OF AGREEMENT WITH CALIFORNIA DANCE INSTITUTE

RECOMMENDATION

The Board of Education is requested to ratify two Letters of Agreement with the California Dance Institute for Plymouth Elementary School and Wild Rose Elementary School for the 2020-21 school year.

Rationale:

As part of the LCAP Goal 3 to implement a TK-12 college going culture, and the MUSD mission of inspiring students to engage in meaningful learning, these Letters of Agreement are being brought forward for Board approval to encourage arts as an integral part of the education curriculum. The California Dance Institute (CDI) will provide a 24-week dance program for two classrooms of fifth grade students at Plymouth Elementary School and four classrooms of third and fourth grade students at Wild Rose Elementary School for the 2020-2021 school year. Classes will be on Wednesdays at Plymouth and on Mondays and Tuesdays at Wild Rose for a 24-week period. A lead teacher/choreographer and an assistant teacher under the supervision of CDI Artistic Director, Carole Valleskey, will teach four classes per week at each school site. Classes will be accompanied by a live piano musician. In addition to weekly classes for all students at Plymouth and Wild Rose, CDI will choose, at its discretion, the most committed children in the classes to participate in the SWAT (Scholarships for the Willing, Achieving and Talented) program, which will take place after-school on Mondays from 2:30-4:30p . SWAT will provide another dance opportunity for the most committed students to work with professional CDI choreographers in smaller groups. A culminating performance opportunity will take place on the final week of classes and will consist of a virtual performance for parents and the community, depending on COVID guidelines. Students who are selected to participate in the SWAT program will be given an additional performance opportunity at the culminating a virtual performance.

Budget Implication (\$ Amount):

The total cost of the program is \$9,200 for Plymouth and \$22,400 for Wild Rose for a total of \$31,600 of which 75% is raised by CDI. The balance of \$2,300 for Plymouth and \$5,600 for Wild Rose (\$7,900) will be paid using site LCAP Goal 3 funds.

Legal References:

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

Additional Information:

Copies of the Letters of Agreement are attached.

ATTACHMENTS

- [CDI Agreement - Plymouth - 20210623.pdf](#)
- [CDI Agreement - Wild Rose - 20210623.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

325 East Huntington Drive
Monrovia, CA 91016
(626) 471-2000

**PERSONAL SERVICES CONTRACT
AGREEMENT/PURCHASE ORDER NUMBER**

THIS CONTRACT ratified and entered into this **14th day of October, 2020** by and between **CALIFORNIA DANCE INSTITUTE (“CDI”)**, hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **PROVIDER** shall furnish the **DISTRICT** for a total contract price of: Two Thousand Three Hundred Dollars (**\$2,300.00**) the following services: Provide a dance program at Plymouth Elementary School for two classrooms of 5th grade students, for 24 weeks, to be taught by a professional choreographer/teacher as detailed in the Letter of Agreement attached and incorporated hereto.
2. The term of this contract shall begin **October 15, 2020**, and will terminate on or before **June 4, 2021**.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the **Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District’s written approval of the work (which approval shall not be unreasonably withheld).
5. Approvals for payment shall be authorized by a responsible District administrator.
6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Insurance Forms
 _____ Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
3. **SUBPROVIDERS.** Provider agrees to bind every subprovider by terms of the contract as far as such terms are applicable to subprovider's work. If Provider shall subcontract any part of this contract, Provider shall be fully responsible to the District for acts and omissions of his subprovider and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subprovider and the District.
4. **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
5. **DEFAULT BY PROVIDER.** When Provider, or any subprovider, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Provider, subprovider or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider, subprovider or vendor, as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested.
6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
7. **WORKERS.** Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
8. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
9. **PROVIDER SUPERVISION.** When necessary, Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
10. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
11. **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of

employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.

15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).

16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.

18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.

19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall

be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.**

The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Provider shall require the subprovider similarly to provide Worker's Compensation

Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.

b) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

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

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

21. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

22. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

23. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

24. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:

1. To cooperate with school personnel to ensure fair and equitable availability of services to all families.
2. To support District and school policies and standards.
3. To work with groups of students and/or parents when possible to ensure that as many families are served as possible. Marital counseling is not an expected use of school-based clinical staff.
4. To refer students and families in need of (in-depth, long-term) specialized services to appropriate community agencies whenever possible. It is inappropriate for a clinic to refer to its own agency unless comparable services are not available elsewhere or the family specifically requests services offered by clinician (which should be documented along with referrals to alternative agencies).
5. To provide licensed personnel or fully-supervised interns for all services.
6. To maintain appropriate insurance as required by the District.

Carole Valleskey

10/5/20

Signature

Date

Adopted: October 24, 2007



LETTER OF AGREEMENT

This letter will set forth the agreement between **Plymouth Elementary** and California Dance Institute ("CDI"), with regard to the 2020-2021 school year. Please be advised that California's response to the current pandemic may result in future addendums. The agreement is as follows:

- I. CDI will provide a dance program for **2** classrooms of students, (5th grade) for **24** weeks. Attendance is mandatory for all children in these selected classes. CDI has developed a hybrid style program which includes both live Zoom classes modeled after our in-person dance classes and supplemental online materials that students and teachers can access anytime. All programming is designed to transition between in-person and online learning at any time should children and staff be back in the classroom in person and able to have CDI programming at their school site.
- II.
 - A. Classes will be held on **Wednesdays**.
 - B. A lead teacher/choreographer and an assistant teacher under the supervision of CDI Artistic Director, Carole Valleskey, will teach **two** classes each week accompanied by a CDI musician.
 - C. It is agreed that **Ms. Becerra** will be the **In-School Coordinator (ISC)** and will function as the primary liaison between the school and CDI.
 - D. CDI will choose at its discretion the most committed children in the class to participate in the SWAT (Scholarships for the Willing, Achieving and Talented) program, an advanced after-school class on **Mondays 2:30-3:30**. It is agreed that a school representative will be **available** during the weekly SWAT sessions.
 - E. A child's participation in the CDI program is dependent on CDI discretion and on parental consent. A child may be dismissed permanently from class if s/he does not follow the rules set by the CDI teacher; or if disciplinary problems arise; or if the CDI teacher feels a child cannot safely meet the demands of the program.
- III. Presentations / Performances: Culmination and Event of the Year (EOY) costs have been removed from your fee schedule as we gauge what 2021 means for live performances. CDI is still preparing for a performance in May 2021 with plans to adjust for any outcome regarding this pandemic. If live performances are not possible, we will create

- a "digital performance". An addendum to the contract and fee for these culmination events will be discussed and negotiated based on the circumstances at that time.
- A. CDI in-school classes will culminate on **April 21, 2021**. Details TBD.
 - B. "Event-of-the-Year" off-site rehearsal & performances (if conditions allow) with CDI's SWAT team (**May 26th & 27th 2021**), in Los Angeles. Details TBD.
- IV. The school agrees to cooperate with public relations initiatives regarding the CDI in-school program and to allow CDI funders to visit on-site as per arrangement between CDI Director and the In-School Coordinator.
 - V. When applicable, the school agrees to allow CDI to use stage tape to mark the dance area in the clear, clean open space provided by the school. The school agrees to maintain the stage markings throughout the length of the program.
 - VI. When applicable, the school agrees to allow CDI to stage the dance area as is appropriate for the dance classes and performances (i.e. hang backdrops, use props, move curtains as necessary, and adapt stage lighting).
 - VII. School will be responsible for:
 - A. Sending CDI appropriate online invitations and links for CDI classes and "arriving" ON TIME with children ready to participate for the entire class time.
 - B. If on school site: providing a clear, clean open space and a TUNED piano or keyboard for each dance class during face to face instruction.
 - C. If the "Event of the Year" performances can happen in person: **providing transportation** (busses, vans and/or carpools) to the "Event of the Year" rehearsals and performances (**May 26 & 27, 2021**) in Los Angeles.
 - D. Providing an In-School Coordinator (ISC) who will be in charge of all communication between CDI, school staff, parents, and student body. The ISC, a classroom teacher, or a representative of the school **MUST** be present during every class period.
 1. Distribution and collection of materials (i.e. registration forms, permission slips, notices, etc.) needed for participating children and their families.
 2. **Informing the CDI Program Director, (323) 301-8900, of any changes in schedule or conflicts that may occur to prevent class. If Plymouth Elementary cancels a CDI class with less than thirty-six (36) hour notice, Plymouth Elementary is responsible for reimbursing CDI for the costs of CDI's artistic staff at the rate of \$150.00 per class.**

- VIII. Teachers in the school will not use a child’s attendance in the CDI class as a disciplinary tool.
- IX. The school agrees to allow CDI to use photocopy machine to make duplicates of memos and paperwork pertaining to the school’s students and the CDI program.
- X. **Plymouth Elementary** is responsible for the school’s fee of **\$2,300** for the in-school classes. This amount may come from more than one source. Payment is due by February 10th, 2021 for the in-school program. The total cost of the program is **\$9,200**, 75% of which is raised by CDI.
- XI. Payment Terms:
 - A. Full payment of \$2,300 due February 10th, 2021**
- XII. CDI has the right to discontinue the program services if payment is not received

Signature of School Representative	Date
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Printed Name	Title
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Carole Valleskey

9-1-2021

Signature of CDI Representative	Date
---------------------------------	------

Carole Valleskey

Founder/Director

Printed Name

Title



MONROVIA UNIFIED SCHOOL DISTRICT

325 East Huntington Drive
Monrovia, CA 91016
(626) 471-2000

**PERSONAL SERVICES CONTRACT
AGREEMENT/PURCHASE ORDER NUMBER**

THIS CONTRACT made and entered into this **14th** day of **October, 2020** by and between **CALIFORNIA DANCE INSTITUTE (“CDI”)**, hereinafter called the **PROVIDER** and the **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The **PROVIDER** shall furnish the **DISTRICT** for a total contract price of: **Five Thousand Six Hundred Dollars (\$5,600.00)** the following services: Provide a dance program at Wild Rose School of Creative Arts for four classrooms of 3rd and 4th grade students, for 24 weeks, to be taught by a professional choreographer/teacher as detailed in the Letter of Agreement attached and incorporated hereto.
2. The term of this contract shall begin **October 15, 2020**, and will terminate on or before **June 4, 2021**.
3. The Contractor shall not commence work under this Contract until the insurance required under Paragraph 19 of the **Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made upon submission of monthly statements and the District’s written approval of the work (which approval shall not be unreasonably withheld).
5. Approvals for payment shall be authorized by a responsible District administrator.
6. The Contract includes the general terms and conditions as printed and set forth on the following pages, and the Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Provider shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.
8. IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

_____ Insurance Forms
 _____ Addendum Containing Specific Terms and Conditions

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable.

TYPE OF BUSINESS ENTITY

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- Corporation
- _____ Other

TAX IDENTIFICATION

26-3464981
Employer Identification

Social Security Number

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

PROVIDER	MONROVIA UNIFIED SCHOOL DISTRICT
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California Dance Institute
Provider Name

Katherine Fundukian Thorossian
Superintendent

Carole Valleskey
Signature

Signature

TITLE: Founder/Director

DATE: October 5, 2020

LICENSE NUMBER: _____

ADDRESS: 3303 Wilshire Blvd., Suite 1200
Los Angeles, CA 90010

DATE: _____

PHONE: (323) 301-8900

FAX: _____

Business Services Only
Account No: <u>01.4-07303.0-11100-10000-5850-6004800</u>
Verification and Approval: _____
Board Approval Date: _____
Purchase Order No.: _____

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.
2. **EQUIPMENT AND LABOR.** The Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
3. **SUBPROVIDERS.** Provider agrees to bind every subprovider by terms of the contract as far as such terms are applicable to subprovider's work. If Provider shall subcontract any part of this contract, Provider shall be fully responsible to the District for acts and omissions of his subprovider and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subprovider and the District.
4. **SAFETY AND SECURITY.** It shall be the responsibility of the Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
5. **DEFAULT BY PROVIDER.** When Provider, or any subprovider, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Provider, subprovider or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Provider, subprovider or vendor, as above stated, shall be a liability against the Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Provider provided satisfactory proof is furnished to the Board of Education, if requested.
6. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.
7. **WORKERS.** Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
8. **SUBSTITUTIONS.** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
9. **PROVIDER SUPERVISION.** When necessary, Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of professional services.
10. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress.
11. **PROTECTION OF WORK AND PROPERTY.** The Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of

employees and the public. In an emergency affecting life and safety of life or of work or of adjoining property, Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

12. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

13. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. **HOLD HARMLESS AGREEMENT.** The Provider shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Provider, any subproviders, or any employee, agent, or representative of Provider and/or its subproviders.

15. **PAYMENT.** Unless otherwise specified, the Provider shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract as agreed within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).

16. **PERMITS AND LICENSES.** The Provider and all of his employees, agents, and subproviders shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services, materials, or supplies herein listed.

17. **PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of the purchase order, the Provider is an independent Provider, and not an officer, employee, agent, partner, or joint venture of the District.

18. **ANTI-DISCRIMINATION.** It is the policy of the Monrovia Unified School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Provider agrees to require such compliance by all subproviders employed on the work by him.

19. **PROVIDER'S AND SUBPROVIDER'S INSURANCE.** The Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall

be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Provider shall not allow any Subprovider, employee or agent to commence work on this contract or any subcontract until the insurance required of the Provider, subprovider, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE.**

The Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Provider shall require the subprovider similarly to provide Worker's Compensation

Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Worker's Compensation Insurance.

b) **PROVIDER'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

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

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

21. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

22. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California.

23. **ATTORNEYS' FEES.** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

24. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

Supplemental Agreement

Specialized Services for Students and Families

The Undersigned Agrees as follows:

1. To cooperate with school personnel to ensure fair and equitable availability of services to all families.
2. To support District and school policies and standards.
3. To work with groups of students and/or parents when possible to ensure that as many families are served as possible. Marital counseling is not an expected use of school-based clinical staff.
4. To refer students and families in need of (in-depth, long-term) specialized services to appropriate community agencies whenever possible. It is inappropriate for a clinic to refer to its own agency unless comparable services are not available elsewhere or the family specifically requests services offered by clinician (which should be documented along with referrals to alternative agencies).
5. To provide licensed personnel or fully-supervised interns for all services.
6. To maintain appropriate insurance as required by the District.

Carole Valleskey

10-5-20

Signature

Date

Adopted: October 24, 2007

Wild Rose Elementary



LETTER OF AGREEMENT

This letter will set forth the agreement between **Wild Rose Elementary** and California Dance Institute ("CDI"), with regard to the 2020-2021 school year. The agreement is as follows:

- I. CDI will provide a dance program for **4** classrooms of students, (3rd,4th grade) for **24** weeks. Please be advised that California's response to the current pandemic may result in future addendums. Attendance is mandatory for all children in these selected classes.
 - A. Classes will be held on **Mondays & Tuesdays.**
 - B. A lead teacher/choreographer and an assistant teacher under the supervision of CDI Artistic Director, Carole Valleskey, will teach **four** classes each week accompanied by a CDI musician.
 - C. It is agreed that **Ms. Velez** will be the **In-School Coordinator (ISC)** and will function as the primary liaison between the school and CDI.
 - D. CDI will choose at its discretion the most committed children in the class to participate in the SWAT (Scholarships for the Willing, Achieving and Talented) program, an advanced after-school class on **Mondays 2:30-3:30.** Children must have signed permission from their parents before participating. It is agreed that the **ISC** will be the school representative **available** during the weekly SWAT sessions.
 - E. A child's participation in the CDI program is dependent on CDI discretion and on parental consent. A child may be dismissed permanently from class if s/he does not follow the rules set by the CDI teacher; or if disciplinary problems arise; or if the CDI teacher feels a child cannot safely meet the demands of the program.

- II. Presentations / Performances: Culmination and Event of the Year (EOY) costs have been removed from your fee schedule as we gauge what 2021 means for live performances. CDI is still preparing for a performance in May 2021 with plans to adjust for any outcome regarding this pandemic. If live performances are not possible, we will create a "digital performance". An

addendum to the contract and fee for these culmination events will be discussed and negotiated based on the circumstances at that time.

- A. CDI in-school classes will culminate on **April 27th, 2021**. Details TBD.
 - B. "Event-of-the-Year" off-site rehearsal & performances (if conditions allow) with CDI's SWAT team (**May 26th & 27th 2021**), in Los Angeles. Details TBD.
- III. The school agrees to cooperate with public relations initiatives regarding the CDI in-school program and to allow CDI funders to visit on-site as per arrangement between CDI Director and the In-School Coordinator.
- IV. When applicable, the school agrees to allow CDI to use stage tape to mark the dance area in the clear, clean open space provided by the school. The school agrees to maintain the stage markings throughout the length of the program.
- V. When applicable, the school agrees to allow CDI to stage the dance area as is appropriate for the dance classes and performances (i.e. hang backdrops, use props, move curtains as necessary, and adapt stage lighting).
- VI. School will be responsible for:
- A. Sending CDI appropriate online invitations and links for CDI classes and "arriving" ON TIME with children ready to participate for the entire class time.
 - B. If on school site: providing a clear, clean open space and a TUNED piano or keyboard for each dance class during face to face instruction.
 - C. If the "Event of the Year" performances can happen in person: **providing transportation** (busses, vans and/or carpools) to the "Event of the Year" rehearsals and performances (**May 26 & 27, 2021**) in Los Angeles.
 - D. Providing an In-School Coordinator (ISC) who will be in charge of all communication between CDI, school staff, parents, and student body. The ISC, a classroom teacher, or a representative of the school **MUST** be present during every class period.
 - 1. Distribution and collection of materials (i.e. registration forms, permission slips, notices, etc.) needed for participating children and their families.
 - 2. **Informing the CDI Program Director, (323) 301-8900, of any changes in schedule or conflicts that may occur to prevent class. If Wild Rose Elementary cancels a CDI class with less than thirty-six**

(36) hours notice, Wild Rose Elementary is responsible for reimbursing CDI for the costs of CDI's artistic staff at the rate of \$150.00 per class.

- E. The ISC, a classroom teacher, or a representative of the school MUST be present during every class period.
- VII. Teachers in the school will not use a child's attendance in the CDI class as a disciplinary tool.
- VIII. The school agrees to allow CDI to use photocopy machine to make duplicates of memos and paperwork pertaining to the school's students and the CDI program.
- IX. **Wild Rose Elementary** is responsible for the school's fee of **\$5,600** for the in-school classes. This amount may come from more than one source. Payment is due by February 9th, 2021 for the in-school program. The total cost of the program is **\$22,400**, 75% of which is raised by CDI.
- X. Payment Terms:
A. Full payment of \$5,600 due February 9th, 2021
- XI. CDI has the right to discontinue the program services if payment is not received

Signature of School Representative

Date

Printed Name

Title

Carole Valleskey

9-1-2021

Signature of CDI Representative

Date

Carole Valleskey

Founder/Director

Printed Name

Title



Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

4. 20/21-1132 - NATIONAL ACADEMIES FOUNDATION (NAF) AGREEMENT

RECOMMENDATION

The Board of Education is requested to approve an agreement between National Academies Foundation (NAF) and Monrovia Unified School District, effective July 1, 2021.

Rationale:

As part of Monrovia Unified School District's College and Careers program, and in keeping with LCAP Goal 3.2, Implement a Pre-K-12 access to broad course study, this service agreement is being presented for Board approval. As part of the Foothills Consortium, and as part of the Career Technical Education grant goals and objectives, the Board is being requested to approve the service agreement with the National Academies Foundation (NAF) to provide the curriculum, local and national-level professional development, web-based resources, work-based learning data tracking, academy development and structure, and advisory board development guidance and assistance.

Background:

The National Academies Foundation (NAF) is a national network of educational, business, and community leaders who work together to ensure high school students are college, career, and future ready. Since 1980, NAF has been partnering with high-need communities to improve outcomes for students by implementing NAF academies - small learning communities within existing high schools. Their mission is to solve some of the biggest challenges facing education and the economy by bringing education, business, and community leaders together to transform the high school experience. Prior to this year, all service agreements were completed between NAF and the K-12 Foothills Consortium through the grant fiscal agent, Azusa Unified School District. To meet the recent changes in grant accountability procedures, each of the four school districts in the Foothills Consortium (Azusa, Charter Oak, Duarte, and Monrovia) will contract independently with NAF with their portion of the grant awards.

Budget Implication (\$ Amount):

NAF membership service for two open academies (IT and Patient Care/Sports Med), extended services, and cost to attend the NAF 2022 Annual Conference in addition to administrative costs total \$10,825.00. These costs will be funded through Monrovia's portion of the Career Technical Education Incentive Grant, Round 6.

Legal References:

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

ATTACHMENTS

- [NAF Agreement - 20210614.pdf](#)



**NAF and MONROVIA UNIFIED SCHOOL DISTRICT
EXTENDED SERVICES AND MEMBERSHIP SERVICE AGREEMENT**

For over 40 years, NAF has partnered with school districts throughout the country to implement its acclaimed career-themed academy model. Through partnerships between business leaders and educators NAF's small public school-based learning communities empower high school students to successfully pursue higher education and professions of their choosing.

NAF embodies six core principles for improving America's education system. These core principles, articulated in NAF's academy framework, include:

- 1) personalized learning environments;
- 2) academic engagement of all students;
- 3) empowered educators;
- 4) accountable leaders;
- 5) engaged communities and youth; and
- 6) an integrated system of high standards, curriculum, work-based learning, instruction assessment, and support.

This AGREEMENT sets forth the roles and responsibilities of NAF to the **Monrovia Unified School District, as a part of the Foothills Consortium (Azusa, Duarte, Monrovia and Charter Oak Districts), (the "SCHOOL DISTRICT")** and the roles and responsibilities of the SCHOOL DISTRICT to NAF, in connection with NAF academies operating in the Foothill Consortium Expansion Region at:

List of Academies

#	Site	Academy Theme/Career Cluster	Status
1	Monrovia High School	Information Technology Academy	Open
2	Monrovia High School	Academy of Health Sciences	Open

NAF represented by [Reedy Wade, Vice President, Network Engagement and Impact], proposes to provide the following services through a contract period beginning upon full execution and [ending June 30, 2022 that covers the school year 2021-22].

Part I. Services under this agreement

Core Membership

The District will pay an annual membership fee for (2) Academies @ \$1,900 per Academy for the school year 2020-2021, per the terms of the existing membership agreement between NAF and the school district. The number of core membership fees is inclusive of Open and Year of Planning s Academies.



A. Scope of Work

NAF will provide support for districts/states to reach a high level of quality and ensure that all academy students are Future Ready through the implementation of NAF's Educational Design and fidelity to its proven model as outlined in the twelve standards of practice.

Major Components:

1. NAF's Educational Design
 - a) Academy Development and Structure
 - b) Advisory Board
 - c) Curriculum and Instruction
 - d) Work-based Learning
2. NAFTrack Certification
3. National Activities
 - a) Summer conference, which includes workshops for teachers, administrators, alumni, and business partners
 - b) Assistance, where locally feasible, in connecting the academy with national partners in business and government
 - c) Newsletters and other marketing activities
 - d) Web-based resources
 - e) Selected scholarships for students and other national recognition awards for students, instructors, school administrators, and business partners involved in the local academy team, on a competitive basis.

B. As a NAF Member

NAF and the MONROVIA Unified School District will engage in a partnership to develop, implement and sustain an academy model that serves the needs of the students, teachers, and business partners of the academy. NAF will be provided permission to access and engage in all aspects of the model created and utilize it in the development and support of all NAF academies.

I. Design Implementation

- A. Pay to NAF, upon receipt of appropriate invoice, an annual network membership fee based on the number of Academies in the school/district.
- B. Implement a rigorous career-themed Program of Study appropriate for the themed major, open to all students based on interest, and provides students the opportunity to attain NAFTrack Certification.
- C. Use the NAF curriculum or other approved third-party or state-approved curricular materials aligned with NAF curriculum standards.
- D. Infuse all courses with project-based learning activities, preparation for internship and other work-based learning experiences, reading and writing experiences, oral communication, and problem-solving skill development.
- E. Designate a NAF academy director (a district staff person, an onsite school administrator, or a NAF academy teacher with release time.)
- F. Establish a local, district, or regional NAF Advisory Board.
- G. Establish a four-year sequence of work-based learning activities for students in NAF Academies including a culminating compensated internship.



- H. Maintain academy-related data in the NAF Data Center and provide other relevant data as requested. Complete the annual Data Center submission and Academy Assessment process by the annual deadline defined by NAF.
- I. Participate in NAF’s student assessment and certification system, referred to as NAFTrack Certification. In this connection, NAF provides assurance that any student level data collection fully complies with the Family Educational and Privacy Rights Act, 20 USCA § 1232g (“FERPA”).

C. Attendance at NAF Annual Conference

- A. The SCHOOL DISTRICT will cover the costs associated with the Foothills Consortium’s attendance at the [2022] NAF annual conference.
 - Option 1** - The SCHOOL DISTRICT will pay only the standard membership fees. All costs associated with **sending academy and district staff to NAF’s annual conference in [2022]** is provided by the district or other local funding.

Option 2- The SCHOOL DISTRICT will pay NAF, in addition to the standard fees, [\$1,500] per person to attend NAF’s annual conference, this includes registration fee and up to 4 nights lodging.

Please indicate the number of individuals you are sponsoring under Option 2.

2 Attendees X [\$1,500] equals the total amount of \$3,000

*(see annual budget table below)

D. Extended Services

Professional Development – NAF Educational Design – Academy Development, Curriculum, Advisory Board and Work-Based Learning and NAFTrack Certification (\$3500 per day)	1 day	\$3,500
Total Extended Services		\$3,500.00



Part II. -- Budget Table

Year I: [2021-2022]		
SUMMARY OF SERVICES	AMOUNTS	
Membership Fees (Open Academies (2) at \$1,900 per Academy)	\$ 3,800	
Extended Services (See table above)	\$ 3,500	
NAF 2022 Annual Conference Pre-Pay (2 participants at \$1,500 per participant)	\$ 3,000	
Administrative costs (15% of extended services)	\$ 525	
TOTAL	\$10,825.00	

Part III. Period of Contract

- A. Contract period shall begin upon full execution of the contract and end [June 30, 2022 and shall cover services for the 2021-2022 school years].

Part IV. Fees and Services

- A. NAF shall invoice the Foothill Consortium for services rendered on a quarterly basis starting September 1, 2021, as follows for at **total of \$10,825.00**:
 - a. September 30, 2021 **Membership Fees \$3,800**
 - b. December 31, 2021 **Extended Services Fees** (only including services rendered through 12/31/21)
 - c. May 1, 2022 **NAF Next Fees of \$3,000**
 - d. June 30, 2022 **Remaining Extended Services Fees and Administrative costs**

Part V. Terms of the Contract

- A. Within sixty days of the signing of this agreement, either party may give the other written notice that it wishes to terminate for any reason, with full reimbursement of fees to the SCHOOL DISTRICT.
- B. This Agreement shall continue in existence until the occurrence of any of the following: either (1) the parties mutually agree that the school has successfully completed all YOP requirements and is eligible for consideration for full membership in the NAF Network, as defined under separate membership agreement; or (2) the parties mutually agree to terminate; or (3) either party gives the other written notice that it wishes to terminate, in which event the termination becomes effective on the last day of the semester in which the notice is given.
- C. Upon any termination of this agreement, the SCHOOL DISTRICT, and the NAF academy program created hereunder, shall cease to be a member of Year of Planning Class within the NAF Network, and all rights of the SCHOOL DISTRICT to participate in or receive assistance or materials from NAF to access restricted areas of the NAF website and to use the name, logo, or other trademarks or service marks of NAF and the academies, shall also cease. Upon termination, all NAF/Academy materials (including all copies of such materials) in the SCHOOL DISTRICT'S possession shall, upon NAF's request, be returned to the NAF national headquarters. NAF/Academy materials which are not requested to be returned to NAF shall be destroyed by the SCHOOL DISTRICT, and the SCHOOL DISTRICT shall



confirm to NAF that all such materials have been destroyed. Upon termination, any and all rights of the SCHOOL DISTRICT to use, disclose to or distribute the NAF/academy materials to others, for any purpose whatsoever, in any form or format whatsoever, shall cease.



VI. EXECUTION

The Undersigned have executed this agreement on the dates indicated opposite their signatures.

Superintendent or Designee *(signature)* *(Print)* *(District)* *(Date)*

A handwritten signature in black ink, appearing to read 'Lisa Dughi', is written over the signature line.

President or Designee *(signature)* Lisa Dughi NAF_ 06/08/2021
(Print) *(Organization)* *(Date)*

Primary Contact Information:

Catherine Real, Ed.D.

creal@monroviashools.net

Director of Counseling, College & Careers

845 W. Colorado Blvd., Monrovia, CA 91016
(W) 626-471-2034

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

5. 20/21-1133 - BARR SUBSCRIPTION AGREEMENT BETWEEN HAZELDEN BETTY FORD FOUNDATION AND MONROVIA UNIFIED SCHOOL DISTRICT ON BEHALF OF MONROVIA HIGH SCHOOL

RECOMMENDATION

The Board of Education is requested to approve a Barr Subscription Agreement with the Hazelden Betty Ford Foundation for continued use of the BARR (Building Assets, Reducing Risks) Model at Monrovia High School for 2021-2022.

Rationale:

BARR, Building Assets, Reducing Risks, helps educators better connect with their students and address the issues that cause students to fail courses, drop out, and/or engage in harmful behavior. The result: significant improvements in course credits earned, grade point averages, and standardized test scores; decreases in failure rates, suspensions, and absenteeism; and improved job satisfaction among teachers. The BARR model is in alignment with the goals of our LCAP related to student achievement (LCAP goal 1.1) and student engagement (LCAP goal 3.1).

Background:

Monrovia High School was awarded an Independent Sub-Recipient Agreement to be a part of the i3 BARR Scale Up grant through the US Department of Education, which went into effect in July 2017. The Hazelden Betty Ford Foundation is the publisher and service provider for the BARR model and as a 501(c)3, the Foundation fundraises private funds to further expand the work and reach of the BARR model.

Budget Implication (\$ Amount):

The cost to the district will be \$16,500 and funded by LCAP.

Legal References:

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

Additional Information:

A copy of the BARR Subscription Proposal is attached.

ATTACHMENTS

- [Hazelden Betty Ford Agreement.pdf](#)

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of June 23, 2021, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Monrovia Unified School District**, with an address of **325 E. Huntington Drive, Monrovia, CA 91016** (“CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from HAZELDEN BETTY FORD subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **845 W. Colorado Blvd., Monrovia, CA 91016-2517**.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials (“BARR Materials”) through the HAZELDEN online platform (“Online Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the Online Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright

infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such

records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation

paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:
Name/Title
Address

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title:
Address:
Email:
Phone:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in California and shall be governed by and construed in accordance with the laws of the State of California.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Name:
Title:

Date

EXHIBIT A

BARR Model

Additional Year Subscription and Services



EXHIBIT B

Subscription Fee Per School: \$16,500.00

Term: 1 year, beginning on July 1, 2021 and ending on June 30, 2022

Description	Price Annually
Additional Year(s)	
BARR Core Services Additional Year	\$7,500.00
BARR Premium Services	\$7,500.00
Service Delivery Fee	\$1,500.00
<hr/>	
\$16,500.00	

EXHIBIT C

CLIENT to provide tax exempt certificate (if applicable) and purchase order.

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

6. 20/21-1134 - CONTRACT BETWEEN THINKING MAPS, INC. AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a contractual agreement between Thinking Maps, Inc. and the Monrovia Unified School District for professional development and materials.

Rationale:

In alignment with the goals of the Monrovia Unified School District to promote professional learning, this contract is being made to provide professional development in the area of writing for teachers, TK through grade 12. The training has three components: 1) teacher training days that will occur on the professional development days and there will be training for the trainer of trainers for each school that will add to the support for teachers in learning the writing system; 2) materials for the training and the trainer of trainers training; 3) coaching for each teacher three times within the year to assist in the implementation of the practice. This professional development will serve to improve writing in the areas of narrative writing, expository writing, and informational writing. The training will serve to improve the adherence to the writing process and to give the teachers in the Monrovia Unified School District a common language and a common set of tools in teaching the writing standards. The system will be a complement to the writing content found in the Expository Reading and Writing Course and the Document Based Question process utilized in the secondary schools. This system will also work in tandem with the Writer's Workshop that is utilized in the elementary schools.

Budget Implication (\$ Amount):

The following items will be funded by the Expanded Learning Opportunities Grant: \$70,400 for Professional Development; \$44,000 for Coaching / Elementary Schools; \$26,400 for Coaching / Secondary Schools; \$39,200 for training at school sites; \$158,645.09 for materials; Total expenditure of \$338,645.09

Legal References:

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

Additional Information:

A copy of each contract and material costs proposals are attached.

ATTACHMENTS

- [Thinking Maps - Materials Cost Proposal - Elementary.pdf](#)
- [Thinking Maps - Materials Cost Proposal - Secondary.pdf](#)
- [Thinking Maps Contracts.pdf](#)

Quantity	Code	Product Name	Price	Total
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\$7 Minimum on All Orders Community Software Only Pays 3% Shipping

Billing Information

School Name/District: Monrovia Unified
Bill To: Sue Kaiser
Attention: Sue Kaiser
Billing Address: 325 E Huntington Dr
City: Monrovia **State:** CA **Zip:** 91016
Phone: 323-243-0407 **Fax:**
Email: skaiser@monroviaschools.net

Shipping Information

School Name/District: Monrovia Unified
Ship To: Sue Kaiser
Attention: Sue Kaiser
Shipping Address: 325 E Huntington Dr
City: Monrovia **State:** CA **Zip:** 91016
Phone: 323-243-0407 **Fax:**
Email: skaiser@monroviaschools.net

Description Information

060221_Monrovia USD_Elementary WFBB Program materials

*3% Shipping is provided when the quantity of materials purchased at any one time is 200 or greater. You may combine shipping on different Cost Proposals/PO's - as long as materials are all shipped at one time

Cost Proposal

Thinking Maps, Inc. 401 Cascade Pointe Lane · Cary, NC 27513
 Toll Free: (800) 243-9169 · Local (919) 678-8778 · Fax (919) 678-8782
 www.thinkingmaps.com

Jun 2, 2021



Representative: **Laura Pitari**
 lpitari@thinkingmaps.com
 818-395-2253

Thinking Maps® materials are only available as part of Thinking Maps® professional development. Contact your local representative with any questions about ordering and/or details regarding implementation.

Quantity	Code	Product Name	Price	Total
57	3020	Write from the Beginning...and Beyond Setting the Stage, K-8	\$ 110.00	\$ 6,270.00
11	3120	Write from the Beginning...and Beyond Setting the Stage Trainer's Guide, K-8	\$ 55.00	\$ 605.00
27	3030	Write from the Beginning... and Beyond Narrative, K-8	\$ 95.00	\$ 2,565.00
11	3130	Write from the Beginning... and Beyond Narrative Trainer's Guide, K-8	\$ 150.00	\$ 1,650.00
120	3045	Write from the Beginning...and Beyond Response to Text	\$ 75.00	\$ 9,000.00
11	3145	Write from the Beginning...and Beyond Response to Text Trainer's Guide	\$ 110.00	\$ 1,210.00
120	3050	Write from the Beginning...and Beyond Expository/Informative, K-8	\$ 95.00	\$ 11,400.00
11	3150	Write from the Beginning...and Beyond Expository/Informative Trainer's Guide, K-8	\$ 150.00	\$ 1,650.00
120	3060	Write from the Beginning and Beyond Argumentative, K-8	\$ 95.00	\$ 11,400.00
11	3160	Write from the Beginning and Beyond Argumentative Trainer's Guide, K-8	\$ 150.00	\$ 1,650.00
120	2040	Thinking Maps®: A Language for Learning, 2nd Ed. (includes Wall Posters)	\$ 125.00	\$ 15,000.00
3	2660	Thinking Maps® Learning Community Site License - 1 Year	\$ 4,295.00	\$ 12,885.00

			Subtotal	\$ 75,285.00
			Shipping	\$ 1,782.00
			Tax	\$ 6,271.16
			Total Material Cost:	\$ 83,338.16

Quantity	Thinking Maps Professional Development	Cost
		\$ 0.00
		\$ 0.00
		\$ 0.00

Additional Training Expenses:

			Total Training Cost:	\$ 0.070
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Quantity	Code	Product Name	Price	Total
			Grand Total:	\$ 80,338.16

Shipping Charges (% of Subtotal) For orders shipped outside the U.S. please call for rates

6% - Ground 8% - 3 Day 10% - 2 Day 12% - Overnight 10% - Alaska & Hawaii

\$7 Minimum on All Orders Community Software Only Pays 3% Shipping

Billing Information	Shipping Information
School Name/District: Monrovia Unified	School Name/District: Monrovia Unified
Bill To: Sue Kaiser	Ship To: Sue Kaiser
Attention: Sue Kaiser	Attention: Sue Kaiser
Billing Address: 325 E Huntington Dr	Shipping Address: 325 E Huntington Dr
City: Monrovia State: CA Zip: 91016	City: Monrovia State: CA Zip: 91016
Phone: 323-243-0407 Fax:	Phone: 323-243-0407 Fax:
Email: skaiser@monroviaschools.net	Email: skaiser@monroviaschools.net

Description Information

060221_Monrovia USD_Secondary WFBB Program materials

*3% Shipping is provided when the quantity of materials purchased at any one time is 200 or greater. You may combine shipping on different Cost Proposals/PO's - as long as materials are all shipped at one time



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide virtual professional development for your staff. According to our records, we have scheduled for your Virtual TM Coaching beginning on 8/17/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$1,800.00 for 1 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12481 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

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

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$1,800.00** per day for a total of **1** day(s). The following dates are scheduled: **8/17/2021**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/17/2021** . Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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

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

Contract #: 12481

Consultant Name:

Description of Training: Virtual TM Coaching

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Monica Villagra scheduled for your WFBB: Direct Teacher Training K-5 Setting the Stage / Narrative beginning on 11/1/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 2 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12484 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **2** day(s). The following dates are scheduled: **11/1/2021, 1/24/2022**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **11/1/2021** . Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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

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

Contract #: 12484

Consultant Name: Ms. Monica Villagra

Description of Training: WFBB: Direct Teacher Training K-5
Setting the Stage / Narrative

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Leanna Brown scheduled for your WFBB: Direct Teacher Training K-5 Narrative beginning on 1/24/2022.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 1 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager

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



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12485 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **1** day(s). The following dates are scheduled: **1/24/2022**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **1/24/2022**. Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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


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

Contract #: 12485
Consultant Name: Mrs. Leanna Brown
Description of Training: WFBB: Direct Teacher Training K-5
Narrative

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Email	

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Misook Kimura scheduled for your WFBB: Direct Teacher Training 6-8 Expository/Informative beginning on 11/1/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 3 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12486 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **3** day(s). The following dates are scheduled: **11/1/2021, 1/24/2022, 3/4/2022**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **11/1/2021** . Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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

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

Contract #: 12486

Consultant Name: Dr. Misook Kimura

Description of Training: WFBB: Direct Teacher Training 6-8
Expository/Informative

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Sarah McNeil scheduled for your WFBB: Direct Teacher Training 6-8 Setting the Stage beginning on 11/1/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 1 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12487 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **1** day(s). The following dates are scheduled: **11/1/2021**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **11/1/2021**. Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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


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

Contract #: 12487
Consultant Name: Ms. Sarah McNeil
Description of Training: WFBB: Direct Teacher Training 6-8
Setting the Stage

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Email	

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Sarah McNeil scheduled for your WFBB: Direct Teacher Training K-5 Narrative beginning on 1/24/2022.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 1 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12488 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **1** day(s). The following dates are scheduled: **1/24/2022**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **1/24/2022**. Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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


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

Contract #: 12488
Consultant Name: Ms. Sarah McNeil
Description of Training: WFBB: Direct Teacher Training K-5
Narrative

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Email	

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days from (**6/3/2021**) to:

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



6/3/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide virtual professional development for your staff. According to our records, we have Michelle Bleicher scheduled for your WFBB: Virtual WFBB Coaching beginning on 11/1/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$1,800.00 for 1 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12489 (will appear on your invoices for these days)

This agreement entered into on **6/3/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

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

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$1,800.00** per day for a total of **1** day(s). The following dates are scheduled: **11/1/2021**. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **11/1/2021** . Any changes to dates on this agreement must be performed no later than **6/3/2022**.

Cancellation / Date Change Policy

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

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

Contract #: 12489
Consultant Name: Ms. Michelle Bleicher
Description of Training: WFBB: Virtual WFBB Coaching

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/3/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/3/2021**) to:

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



6/7/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide virtual professional development for your staff. According to our records, we have Sarah McNeil scheduled for your WFBB: Virtual Training of Trainers K-5 Setting the Stage / Narrative beginning on 8/2/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,250.00 for 4 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12496 (will appear on your invoices for these days)

This agreement entered into on **6/7/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

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

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,250.00** per day for a total of **4** day(s). The following dates are scheduled: **8/2/2021, 8/3/2021, 9/16/2021, 9/17/2021.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/2/2021** . Any changes to dates on this agreement must be performed no later than **6/7/2022.**

Cancellation / Date Change Policy

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

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

Contract #: 12496

Consultant Name: Ms. Sarah McNeil

Description of Training: WFBB: Virtual Training of Trainers K-5
Setting the Stage / Narrative

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/7/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/7/2021**) to:

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



6/7/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide virtual professional development for your staff. According to our records, we have Leanna Brown scheduled for your WFBB: Virtual Training of Trainers 6-8 Setting the Stage / Expository / Informative beginning on 8/2/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,250.00 for 4 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12497 (will appear on your invoices for these days)

This agreement entered into on **6/7/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

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

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,250.00** per day for a total of **4** day(s). The following dates are scheduled: **8/2/2021, 9/14/2021, 9/15/2021, 9/16/2021.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/2/2021** . Any changes to dates on this agreement must be performed no later than **6/7/2022.**

Cancellation / Date Change Policy

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

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

Contract #: 12497

Consultant Name: Mrs. Leanna Brown

Description of Training: WFBB: Virtual Training of Trainers 6-8
Setting the Stage / Expository / Informative

Customer Name (Please print or type name of entity)

Federal Identification Number

Customer Address

Signature

City • State • Zip

Print Name and Title

Phone Number

Date

Email

Thinking Maps Inc.

Federal I.D. #: 56-1717372

401 Cascade Pointe Lane



Cary, North Carolina 27513

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

6/7/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days
from (**6/7/2021**) to:

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



6/10/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Monica Villagra scheduled for your Onsite TM Coaching for Elementary Schools beginning on 12/2/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 20 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12508 (will appear on your invoices for these days)

This agreement entered into on **6/10/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **20** day(s). The following dates are scheduled: **12/2/2021, 12/3/2021, 12/6/2021, 12/7/2021, 12/9/2021, 1/12/2022, 1/13/2022, 1/14/2022, 1/18/2022, 1/20/2022, 2/18/2022, 2/21/2022, 2/22/2022, 2/24/2022, 2/25/2022, 3/14/2022, 3/15/2022, 3/17/2022, 3/21/2022, 3/22/2022.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **12/2/2021** . Any changes to dates on this agreement must be performed no later than **6/10/2022.**

Cancellation / Date Change Policy

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


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

Contract #: 12508
Consultant Name: Ms. Monica Villagra
Description of Training: Onsite TM Coaching for Elementary Schools

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Email	

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
6/10/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days from (**6/10/2021**) to:

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



6/10/2021

Ms. Sue Kaiser, Ed.D.
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

We appreciate your decision to allow the Thinking Maps Inc. to provide professional development for your staff. According to our records, we have Leanna Brown scheduled for your Onsite TM Coaching for Secondary Schools beginning on 12/2/2021.

Attached is a copy of a contract for your training. As discussed, these sessions will be billed per day at \$2,200.00 for 12 day(s). Please sign a copy of this contract, keep the original for your records and scan and email or fax copy to our office in Cary, North Carolina. Email signed contracts can be sent to office@thinkingmaps.com or you can fax a copy to the number listed below. We ask that you please return the signed contract within 15 days of receiving it. If you have not yet received your materials, please make sure you submit a purchase order to our office prior to your training dates. Be sure to allow enough time for shipping.

Please feel free to call our office with any questions that you may have. We are looking forward to working with the staff at Monrovia Unified School District.

Best Regards,

Dan Courtney
Office Manager



SPECIAL CONTRACTUAL AGREEMENT FOR Purchase of Consulting Services and Materials

Contract Number: 12509 (will appear on your invoices for these days)

This agreement entered into on **6/10/2021**, by and between the Contractor, Thinking Maps Inc., and the Customer:

Monrovia Unified School District

325 East Huntington Drive

Monrovia, CA 91016

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2,200.00** per day for a total of **12** day(s). The following dates are scheduled: **12/2/2021, 12/3/2021, 12/6/2021, 1/11/2022, 1/13/2022, 1/14/2022, 2/15/2022, 2/16/2022, 2/17/2022, 3/14/2022, 3/15/2022, 3/21/2022.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **6/10/2021** . Any changes to dates on this agreement must be performed no later than **6/10/2022**.

Cancellation / Date Change Policy

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


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

Contract #: 12509
Consultant Name: Ms. Leanna Brown
Description of Training: Onsite TM Coaching for Secondary Schools

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Email	

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
6/10/2021

There are no travel expenses associated with this contract

Please mail or fax a signed copy of this contract within 15 business days from (**6/10/2021**) to:

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

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

7. 20/21-2146 - AUTHORIZATION TO USE STATE BIDS AND PIGGYBACKABLE BIDS

RECOMMENDATION

The Board of Education is requested to approve the utilization of the State, City and other School District bids to purchase equipment and supplies for the District's daily operational needs to include but not limited to furniture, transportation and playground, technology and network, grounds and maintenance, copier and reprographics equipment and supplies.

Rationale:

The District has an ongoing need to purchase products, equipment and supplies. Utilization of current piggyback bids from other agencies provides efficiencies and cost savings in the procurement process.

Background:

Acquisition of products, equipment, furniture and supplies occur throughout the course of a school year. Pursuant to the provisions set forth in Public Contract Code (PCC) 20118, the Board of Education may authorize the purchase, lease or contract for equipment and supplies through other government agencies or public corporation without advertised bids. This method known as "piggybacking" is permitted by law so long as it is used in the best interest of the District. There are various competitively bid piggybackable contracts available to California agencies which include, but are not limited to: - California Multiple Award Schedule (CMAS) - California School District and County Office of Education contracts - National Association of State Procurement Officials (NASPO) - South County Support Agency - Cal Save – Monterey County Office of Education - Purchasing Cooperative/Alliances/Networks - The Cooperative Purchasing Network (TCPN) - U.S. Communities

Budget Implication (\$ Amount):

Expenditures will be made from various sites/program budgets and purchase orders will be submitted to the Board of Education for approval. There is no cost to the District.

Legal References:

Public Contract Code Sections 10298 and 10299 authorizes local government agencies and school districts to use CMAS and other Department of General Services agreements without competitive bidding. However, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

8. 20/21-2148 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$123,487.04 issued March 05, 2021 through March 19, 2021 and payments in the amount of \$5,395,987.47 issued May 26, 2021 through June 08, 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 2148\(b-e\) Purchase Order Rpt 6-23-21.pdf](#)

June 10, 2021

SUBMITTED FOR RATIFICATION: June 23, 2021

PRINTED: March 05, 2021 – March 19, 2021

Purchase Order: P21-0407 – P21-0922

Purchase orders printed out of sequence: P21-0408 – P21-0517,
P21-0519 – P21-0917

Change Orders: P21-0147, P21-0170, P21-0177, P21-0184

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	106,882.04
Adult Education Fund (11)		<u>16,605.00</u>
Total.....	\$	<u>123,487.04</u>

RECOMMENDED: June 23, 2021

Includes Purchase Orders dated 03/05/2021 - 03/19/2021

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P21-0407	OFFICE DEPOT	0014	TUPE Santa Fe Supplies-FNL	01-4390	410.75
P21-0518	OFFICE DEPOT	0014	COHS TUPE FNL/Club Supplies	01-4390	953.61
P21-0910	PTM Document Systems	0008	Report Card Forms	01-4350	1,975.68
P21-0918	OFFICE DEPOT	0014	TUPE-Open PO for 2020-21 Office Supplies	01-4350	851.25
P21-0919	Elite Software & Graphics LLC Madmen Marketing Consultants	0010	Recruitment	11-5839	16,000.00
P21-0920	Pico Rivera CPR	0010	CPR for Medical Students	11-5890	605.00
P21-0921	ON TRACK	0008	Athletic Supplies - Hurdles	01-4310	4,597.43
P21-0922	AMAZON.COM	0008	Reusable Face Covers-Ceramics	01-4310	68.33
Total Number of POs				8	
				Total	25,462.05

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	6	8,857.05
11	Adult Education Fund	2	16,605.00
		Total	25,462.05

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 03/05/2021 - 03/19/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-0062	500.00	01-4380	General Fund/Maintenance Supplies	300.00-
P21-0205	3,107.00	01-4310	General Fund/Materials and Supplies	2,000.00-
P21-0229	4,000.00	01-4310	General Fund/Materials and Supplies	1,500.00
P21-0237	2,000.00	01-5570	General Fund/Pest Control	500.00-
P21-0735	25,000.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	10,000.00-
			Total PO Changes	11,300.00-

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**

June 23, 2021

ACCOUNTS PAYABLE:

DATE ISSUED: May 26, 2021 through June 8, 2021

Batch Numbers: 0193-0204 \$328,719.67

PAYROLL:

FOR THE MONTH OF: May, 2021

Certificated Salaries and Wages	\$	2,545,068.37	
Classified Salaries and Wages	\$	1,113,008.14	
CalSTRS and CalPERS Contributions	\$	601,051.98	
Health & Welfare Contributions	\$	683,283.92	
Employer Payroll Taxes	\$	124,855.39	
Total Salary and Benefit:		<u>5,067,267.80</u>	\$ <u>5,067,267.80</u>

TOTAL DISTRICT ACCOUNTS: \$ 5,395,987.47

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

9. 20/21-2149 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 34 through No. 36 deposited June 4, 2021 through June 14, 2021 for a total amount of \$965,863.99.

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 #34 through #36 is attached.

ATTACHMENTS

- [BA Item 2149\(b\) Deposit Rpt #34-#36 6-23-21.pdf](#)

DEPOSIT REPORT

6/4/2021

DEP #34

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-6020022	\$ 8,385.39	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	3,125.39	Other Local Income
01.0-56400.0-00000-00000-8290-0000000	1,620.80	Medi-Cal
01.0-90109.0-00000-00000-8699-3070000	100.00	Donations
01.0-90109.0-00000-00000-8699-4080000	14.13	Donations
01.0-90109.0-00000-00000-8699-6060024	400.00	Donations
01.0-90121.0-00000-00000-8699-0000000	6,700.00	Donations/Music Program
01.0-90221.0-00000-82100-8650-4080000	157.14	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	157.14	LKT PAC Rental/MHS
01.0-90622.0-00000-00000-8699-2040000	1,000.00	Edible Garden Grant
01.0-93101.0-00000-00000-8699-0000000	4,600.00	Donations
01.0-00000.0-00000-71100-3412-6010016	484.71	Abate/Reimb./H&W
01.0-81500.0-00000-81100-4380-6040047	1,900.00	Abate/Reimb./Maintenance
Subtotal	<u>28,644.70</u>	General Fund
12.0-61050.0-00000-00000-8673-0000000	368.00	CSPP Parent Contributions
12.0-90503.0-00000-00000-8673-1650000	150.00	Tuition Based Preschool
Subtotal	<u>518.00</u>	Child Development Fund
13.0-53100.0-00000-37000-8220-0000000	199,160.28	Federal Reimb. SNP
13.0-53100.0-00000-37000-8520-0000000	16,574.90	State Reimb. SNP
13.0-53201.0-00000-37000-8220-0000000	154,382.88	Federal Reimb. CACFP
13.0-53100.0-00000-00000-9120-0000000	1,047.88	Food Services Sales (P/Y)
Subtotal	<u>371,165.94</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	3,702.08	Developer Fees
Subtotal	<u>3,702.08</u>	Capital Facilities Fund
63.0-90221.0-00000-00000-8650-6000028	3,488.56	LKT PAC Rental
63.0-90221.0-00000-60003-8650-6000028	6,837.50	LKT PAC Rental/Labor
Subtotal	<u>10,326.06</u>	Enterprise Fund
76.0-00000.0-00000-00000-9561-0000000	419.93	Voluntary Deductions
76.0-00000.0-00000-00000-9562-0000000	134.95	Voluntary Deductions
Subtotal	<u>554.88</u>	Payroll Clearance Fund
Total	<u><u>\$414,911.66</u></u>	

DEPOSIT REPORT

6/8/2021

DEP #35

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

DEPOSIT REPORT

6/14/2021

DEP #36

ACCOUNT

AMOUNT

12.0-61050.0-00000-00000-8590-0000000

\$437,072.00

CSPP

Total

\$437,072.00

Child Development Fund

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

10. 20/21-2150 - BUDGETARY TRANSFERS AND REVISIONS

RECOMMENDATION

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

Rationale:

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

Background:

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

Budget Implication (\$ Amount):

No impact on fund balance. (See additional information)

Legal References:

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

Account:

Additional Information:

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

ATTACHMENTS

- [BA Item 2150 Budgetary Transfers 6-23-21.pdf](#)

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

Board Report:
Budget Revision

Board Meeting Date:
6/23/2021

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED STATE RESOURCES			
# 74220.0 - IN-PERSON INSTRUCTION GRANT			
Classified Salaries	\$70,070.00		
Employees' Benefits	\$3,020.00		
Books and Supplies	\$1,374,056.00		
Indirect Costs	<u>\$113,624.00</u>	\$1,560,770.00	Budget Allocation
# 74250.0 - EXPANDED LEARNING GRANT (ELO)			
Certificated Salaries	\$100,000.00		
Classified Salaries	\$30,000.00		
Employees' Benefits	\$31,730.00		
Books and Supplies	\$15,000.00		
Services/Other Operations	<u>\$7,750.00</u>	\$184,480.00	Budget Allocation
Total Restricted State Resources	<u>\$1,745,250.00</u>	<u>\$1,745,250.00</u>	
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS - SITES			
PLYMOUTH			
Books and Supplies	\$2,015.00	\$2,015.00	Budget Allocation
CLIFTON			
Books and Supplies	\$594.00	\$594.00	Budget Allocation
SANTA FE			
Books and Supplies	\$100.00	\$100.00	Budget Allocation
MHS			
Books and Supplies	\$1,500.00	\$1,500.00	Budget Allocation
STUDENT SUPPORT SERVICES - VILLAGE			
Books and Supplies	\$650.00	\$650.00	Budget Allocation
# 90625.0 - PROMISING LEARNERS' PROJECT			
DISTRICTWIDE			
Training & Conference	\$20,000.00	\$20,000.00	Budget Allocation
# 90626.0 - ESSA SPORT GRANT			
DISTRICTWIDE			
Services/Other Operations	\$500.00	\$500.00	Budget Allocation
Total Restricted Local Resources	<u>\$27,039.00</u>	<u>\$27,039.00</u>	
TOTAL BUDGET REVISION	<u>\$1,772,289.00</u>	<u>\$1,772,289.00</u>	

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

Board Report:
Budget Revision

Board Meeting Date:
6/23/2021

**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			
#90612.0 - QUALITY IMPROVEMENT GRANT			
Books and Supplies	\$2,000.00	\$2,000.00	Budget Allocation
Total Restricted Local Resources	<u>\$2,000.00</u>	<u>\$2,000.00</u>	
<u>TOTAL BUDGET REVISION</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

11. 20/21-2151 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of April 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:

The May 2021 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2151\(b\) Cumulative Object Summary Rpt \(May 2021\) 6-23-21.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,688,104.00	18,849,239.00	17,533,861.13	0.00	0.00	1,315,377.87	6.98
<i>Totals for Major Object 2000 - 2999</i>		6,240,593.00	5,710,065.00	4,666,739.08	0.00	0.00	1,043,325.92	18.27
<i>Totals for Major Object 3000 - 3999</i>		10,368,936.00	9,938,021.00	8,552,108.67	0.00	0.00	1,385,912.33	13.95
<i>Totals for Major Object 4000 - 4999</i>		558,334.00	404,508.00	199,779.25	43,934.63	0.00	160,794.12	39.75
<i>Totals for Major Object 5000 - 5999</i>		3,365,959.00	3,258,379.00	2,456,499.33	207,227.11	0.00	594,652.56	18.25
<i>Totals for Major Object 6000 - 6599</i>		0.00	75,196.00	75,196.13	0.00	0.00	-0.13	0.00
<i>Totals for Major Object 7100 - 7299</i>		77,187.00	85,599.00	50,085.00	0.00	0.00	35,514.00	41.49
<i>Totals for Major Object 7300 - 7399</i>		-1,092,969.00	-1,381,290.00	-223,545.44	0.00	0.00	-1,157,744.56	83.82
<i>Totals for Major Object 7610 - 7629</i>		73,893.00	73,893.00	73,884.44	0.00	0.00	8.56	0.01
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		39,280,037.00	37,013,610.00	33,384,607.59	251,161.74	0.00	3,377,840.67	9.13

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	6,167,389.00	5,729,817.40	0.00	0.00	437,571.60	7.09
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	4,274,636.00	4,025,258.00	3,451,308.32	0.00	0.00	573,949.68	14.26
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	7,560,494.00	8,231,871.00	3,758,178.34	0.00	0.00	4,473,692.66	54.35
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	707,087.00	4,236,536.00	3,596,183.14	172,204.37	0.00	468,148.49	11.05
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	3,076,428.00	3,121,131.00	2,238,327.56	1,070,842.16	0.00	-188,038.72	-6.02
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	155,254.00	111,953.46	0.00	0.00	43,300.54	27.89
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	666,621.00	47,662.20	27,753.80	0.00	591,205.00	88.69
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	901,699.00	1,177,181.00	182,864.90	0.00	0.00	994,316.10	84.47
<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	27,915,377.00	19,116,295.32	1,270,800.33	0.00	7,528,281.35	26.97

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	6/14/2021
Fiscal Year :	2021	Fund :01.0 - General Fund	Run Time	8:23:40 AM
To Period :	11	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	64,928,987.00	52,500,902.91	1,521,962.07	0.00	10,906,122.02	16.80

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	2,462,501.00	2,460,891.00	1,410,795.22	0.00	0.00	1,050,095.78	42.67
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	405,935.00	427,137.00	264,869.41	0.00	0.00	162,267.59	37.99
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	924,309.00	945,163.00	596,782.07	0.00	0.00	348,380.93	36.86
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	502,493.00	567,571.00	311,039.98	79,068.32	0.00	177,462.70	31.27
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	1,361,753.00	1,528,979.00	478,103.48	44,662.94	0.00	1,006,212.58	65.81
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	5,656,991.00	5,929,741.00	3,061,590.16	123,731.26	0.00	2,744,419.58	46.28

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	6/14/2021
Fiscal Year :	2021	Fund :01.4 - S & C	Run Time	8:23:40 AM
To Period :	11	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	5,929,741.00	3,061,590.16	123,731.26	0.00	2,744,419.58	46.28

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

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	6/14/2021
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	8:23:40 AM
To Period :	11	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

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

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	6/14/2021
Fiscal Year :	2021	Fund :01.6 - S & C - Carryover	Run Time	8:23:40 AM
To Period :	11	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>72,189,177.00</i>	<i>55,562,493.07</i>	<i>1,645,693.33</i>	<i>0.00</i>	<i>14,980,990.60</i>	<i>20.75</i>

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

12. 20/21-2152 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2021-20.

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 #2021-20 06-23-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 2021-20
 Board Meeting 20210623

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Monrovia League	\$1,500.00	To be used for classroom improvement grant	Kirk McGinnis, Principal Monrovia High School	D0623065	Increases site donation account
2	Check	Child Care Alliance of Los Angeles	\$2,000.00	To be used for the benefit of the students of Canyon Early Learning Center.	Tom McFadden, Preschool Director Canyon Early Learning Center	D0623066	Increases site donation account
3	Check	Foothill Credit Union	\$250.00	To be used for the benefit of MUSD Villlage Program	Tom McFadden, Village Director Village Program	D0623067	Increases site donation account
4	Checks & Cash	Studio 1	\$2,015.00	To be used for the benefit of the students of Plymouth Elementary	Dr. Gregory Gero, Principal Plymouth Elementary School	D0623068	Increases site donation account
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

13. 20/21-2154 - 2021-22 SCHOOL YEAR BUS SCHEDULE

RECOMMENDATION

The Board of Education is requested to approve the Bus Schedule for the 2021-22 school year, home-to-school transportation.

Rationale:

The Transportation Board Policy requires the Board of Education to approve the location of the bus stops each year.

Background:

The 2021-22 Bus Schedule reflects home-to-school transportation for elementary students, including the early release time each Wednesday. This schedule takes into consideration the Special Education transportation needs, possible reduced enrollment at the elementary level and the restructuring of various bus routes. Transportation ridership will be monitored closely for any necessary modifications to the schedule.

Budget Implication (\$ Amount):

The proposed total cost for the District Transportation Program is \$722,673.

Legal References:

Board Policy 3540 states that the Board of Education shall approve the location of bus stops each year. California Code of Regulations 15241 establishes minimum transportation distances for determining district reimbursement for transportation expenses.

Additional Information:

A copy of the 2021-22 Bus Schedule is attached.

ATTACHMENTS

- [BA Item 2154\(b\) 2021-22 Bus Schedule 6-23-21.pdf](#)

**MONROVIA UNIFIED SCHOOL DISTRICT BUS SCHEDULE
2021 - 2022**

**PRE-K AND TK K-5 &
SANTA FE SATELLITE
NOTICE**

In order to maintain our current level of excellent service, we must provide a safe and professional atmosphere on our buses at all times. We need your help and support to make it happen. The following guidelines are excerpts from of our transportation handbook. To view the entire transportation handbook, please log-on to www.monroviaschools.net. Under the “District Departments” drop-down box, select Maintenance, Operations & Transportation or contact Lead Bus Driver, Maria Barnes at 626-471-2913.

1. Bus rider eligibility is established as follows:

PRE-K, and TK Kindergarten – 5th Grade must reside at least 1-1/2 miles from their school site.

Santa Fe students are eligible for transportation if they reside in the satellite area of Myrtle Ave. to Fifth Ave. and Foothill Blvd. to Colorado Blvd. Only these students will receive transportation services to and from Santa Fe.

2. Students will be returned to the same stops from which they boarded.
3. Only students who are eligible for transportation may ride the bus. Eligible riders may not let ineligible riders, such as friends or relatives, ride along with them, without prior approval.
4. Students are to arrive at bus stops five (5) minutes prior to the pick up time, but **not more** than ten (10) minutes prior, and be on the appropriate side of the street prior to the bus arrival. Students must remain on the sidewalk in an orderly manner, off the neighbors grass or property.
5. Any student kept after school, or who miss the bus home, will not be transported home by the Transportation Department. In some cases, pupils may be allowed to go home on the next bus that arrives at the school if possible.
6. Any student, who becomes a discipline problem or endangers the safe operation of the bus, will receive a disciplinary citation from the bus driver. **After receiving the first citation, depending on the severity of the incident, students SHALL be suspended from riding the bus 3-5 days.** Discipline problems SHALL result in **loss** of all bus transportation privileges.
7. **Pre-K and TK Kindergarten** students must be met by a parent or guardian, or an **adult** acting on behalf of the parent or guardian. Prior approval is required from the school site for anyone other than parent or guardian meeting the student. If no one is available to meet the student, he/she will be returned to the school office. After a student is returned to school 3 times, bus transportation privileges **shall be suspended 3-5 days**. Special Ed students should be ready to board the bus 5 minutes before the bus arrives. Please have an adult available to receive students five minutes before the scheduled drop off time, Drivers are only able to wait 1 minute. Times given are only estimated.

**MONROVIA UNIFIED SCHOOL DISTRICT BUS SCHEDULE
2021 - 2022**

MAYFLOWER SCHOOL		REGULAR SCHEDULE	<u>START TIME 8:15 A.M.</u>	
A.M. PICK UP		GRADES K-5		
ROUTE NO.	STOPS		PICK UP TIME	ARRIVE
16	SHERMAN / CHERRY CHERRY / IVY		7:40 7:45	
17	CANYON / WALNUT		7:53	
	MAYFLOWER SCHOOL			8:00 A.M.
GRADES K-3			<u>DISMISSAL</u>	<u>2:20 P.M.</u>
17	SHERMAN/CHERRY CHERRY/IVY CANYON / WALNUT		2:35 2:40 2:50	
GRADES 4-5			<u>DISMISSAL</u>	<u>3:00 P.M.</u>
17	CANYON / WALNUT CHERRY / IVY SHERMAN / CHERRY		3:12 3:17 3:22	
MAYFLOWER SCHOOL			<u>WEDNESDAY EARLY DISMISSAL</u>	<u>1:05 P.M.</u>
GRADES K-5				
13	CANYON / WALNUT SHERMAN / CHERRY CHERRY / IVY		1:17 1:22 1:30	

**MONROVIA UNIFIED SCHOOL DISTRICT BUS SCHEDULE
2021 - 2022**

SANTA FE MIDDLE SCHOOL REGULAR SCHEDULE START TIME 7:50 A.M.

A.M. PICK UP

ROUTE NO.	STOPS	PICK UP TIME	ARRIVE
15	FIFTH / COLORADO	7:12	
	OLIVE / ALTA VISTA	7:17	

SANTA FE 7:25 A.M.

ALL GRADES DISMISSAL 2:48 P.M.

15	OLIVE / ALTA VISTA	3:10
	FIFTH / COLORADO	3:15

SANTA FE MIDDLE SCHOOL WEDNESDAY EARLY DISMISSAL 1:30 P.M.

ALL GRADES

15	OLIVE / ALTA VISTA	1:53
	FIFTH / COLORADO	1:57

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

14. 20/21-2155 - YEAR-END APPROPRIATION TRANSFERS

RECOMMENDATION

The Board of Education is requested to authorize the Los Angeles County Office of Education (LACOE) to make appropriation transfers as necessary at the close of the school year to permit payment of obligations of the district incurred during the 2020-21 fiscal year.

Rationale:

LACOE requires the Board of Education to approve the attached “Authorization to Make Appropriation Transfers” form to comply with the provisions of Education Code Section 42601.

Background:

In order to pay the obligations of the district, the Board approved appropriation budget must be sufficient at the major object level in each fund. Budget transfers and revisions are submitted at each board meeting to ensure that the district budget reflects actual and projected expenditures in each budget account string. The final budget revisions for 2020-21 have been submitted to the Board of Education for approval at this board meeting. However, payments, expenditure accruals and expenditure transfers for 2020-21 will continue to be made until the 2020-21 fiscal year books are closed on August 13th. A school district may authorize the county superintendent to make appropriation budget transfers between major objects of expenditure, from unappropriated fund balances, from committed fund balances, or from assigned fund balances as necessary at the end of the school year to permit the payment of obligations of the district incurred during that school year. Approval of the “Authorization to Make Appropriation Transfers” allows the Los Angeles County Office of Education to make any necessary appropriation transfers when we close the books between July 01, 2021 and August 13, 2021.

Budget Implication (\$ Amount):

No additional costs.

Legal References:

Education Code Section 42601 – “At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make transfers ... as necessary to permit the payment of obligations of the district incurred during that school year.”

Additional Information:

The “Authorization to Make Appropriation Transfers” form is attached.

ATTACHMENTS

- [Authorization to Make Appropriation Transfers - 2020-21.pdf](#)

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

15. 20/21-2156 - INTER-FUND TRANSFERS FOR 2021-22 SY

RECOMMENDATION

The Board of Education is requested to approve the routine transfer of cash between District funds for the 2021-22 fiscal year.

Rationale:

The District's 2021-22 budget includes transfers of cash between district funds. Actual transfers of cash between district funds require Governing Board approval.

Background:

Since 1998, the district has made semi-annual transfers from the General Fund and the Adult Education Fund to the Debt Service Fund to cover debt service payments for Certificates of Participation (COPs). These COPs were used to purchase and renovate the campus on Mountain Avenue. Semi-annual transfers and payments are scheduled to continue through 2026. Before the Local Control Funding Formula (LCFF), flexible State Tier III categorical revenues provided funding to the Adult Education Fund. Beginning in school year 2013-14 these Tier III revenues were folded into LCFF funding. Therefore, the General Fund supports facilities costs in the Adult Education Fund by revenue transfer. The 2021-22 budget also includes a transfer from the General Fund to the Special Reserve Fund (Capital Outlay), for the annual repayment of funds used to purchase 5 new buses in 2018. Should any other transfers of cash between District funds become necessary, the Board of Education will be informed.

Budget Implication (\$ Amount):

All inter-fund transfers will be covered within the Board Approved Operating Budget.

Legal References:

Board of Education approval is required pursuant to Los Angeles County Office of Education policy.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

16. 20/21-3064 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #21.

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

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

Additional Information:

ATTACHMENTS

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #21

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Cecil	Chee	Hourly Teacher	Plymouth Dual Immersion Summer School	6/17/21-7/15/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%
2 #	Annabel	Dannemann	Hourly Teacher	Monroe Dual Immersion Summer School	6/17/21-7/15/21	Monroe	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
3 #	Norma (Paty)	Garcini	Hourly Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
4 #	Thor	Heydman	Hourly Teacher	Plymouth Dual Immersion Summer School	6/1/21-7/30/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%
5 #	Monica	Hollis	School Psychologist	Employ	7/1/21	Pupil Personnel Services		G-00000.0 80% C-65460.0 20%	002719	29/E	100%
6 #	Jeffrey	Kazanjan	Hourly Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
7 #	Stephen	Lane	Hourly Teacher	Middle School Summer School	6/17/21-7/15/21	Clifton	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
8 #	Relessa	Silva	Hourly Teacher	Plymouth Dual Immersion Summer School	6/1/21-7/30/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
9 #	Rosalinda	Alarcon	ATP Teacher	ESY Summer Program - ATP - Prep/Training	6/10/21	Pupil Personnel Services	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
10 #	Rosalinda	Alarcon	ATP Teacher	ESY Summer Program - ATP	6/11/21-7/9/21	Pupil Personnel Services	NTE 5 hrs/day	C-65000.0	003503	\$32.00/hr	100%
11 #	Alba	Arellano	Substitute Teacher	Summer school training/ planning	6/14/21-7/7/21	Monroe	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
12 #	Alba	Arellano	Substitute Teacher	Monroe Dual Immersion Summer School	6/17/21-7/15/21	Monroe	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
13 #	Cristina	Barbosa	Teacher	Preschool Summer Assessments	6/10/21-7/16/21	CELC	NTE 7 hrs/day	C-65000.0	002634	\$32.00/hr	100%
14 #	Naomi	Bezaire Lewis	Adult Ed Teacher	Spring Computer Class	6/1/21-6/30/21	Adult Education	NTE 16 hrs/wk	C-63910.0	003535	\$44.58/hr	100%
15 #	Xia	Boyle	Teacher	Summer school training/ planning	6/14/21-7/7/21	Plymouth	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
16 #	Xia	Boyle	Teacher	Plymouth Dual Immersion Summer School	6/17/21-7/15/21	Plymouth	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
17 #	Nicholas	Cardet	Teacher	Summer school training/ planning	6/14/21-7/7/21	Clifton	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
18 #	Nicholas	Cardet	Teacher	Middle School Summer School	6/17/21-7/15/21	Clifton	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
19 #	Kaitlin	Carels	Substitute Teacher	Summer school training/ planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
20 #	Kaitlin	Carels	Substitute Teacher	Camp Infinity/Camp Read A Lot Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
21 #	Daniel	Chacon	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
22 #	Cecil	Chee	Teacher	Summer school training/ planning	6/14/21-7/7/21	Plymouth	NTE 30 hrs	C-07107.0	003839	\$27.00/hr	100%
23 #	William	Couch	Substitute Teacher	Summer school training/ planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
24 #	William	Couch	Substitute Teacher	Camp Infinity Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
25 #	Joe	Croft	Adult Ed Teacher	Adult Ed Accounting	6/1/21-6/30/21	Adult Education	NTE 40 hrs/wk	C-63910.0	003452	\$44.58/hr	100%
26 #	Carlos	Cuellar	Teacher	Summer Boost Instruction	6/21/21-7/2/21	MHS	NTE 20 hrs	C-07102.0	003718	\$32.00/hr	100%
27 #	Carlos	Cuellar	Teacher	Summer Boost Preparation	6/21/21-7/2/21	MHS	NTE 4 hrs	C-07102.0	003442	\$27.00/hr	100%
28 #	Annabel	Dannemann	Hourly Teacher	Summer school training/ planning	6/14/21-7/7/21	Monroe	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
29 #	Fabiola	De La Torre Sanchez	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
30 #	Fabiola	De La Torre Sanchez	Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
31 #	Erinn	Dickinson	Teacher	Maker space	6/10/21-6/30/21	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%
32 #	David	Duisberg	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
33 #	Jason	Edwards	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
34 #	Diana	Escutia de Jesus	Adult Ed Teacher	Medical Assisting Summer Internship Coordinator	6/1/21-6/30/21	Adult Education	NTE 35 hrs/mo	C-63910.0	003535	\$38.76/hr	100%
35 #	Annette	Freitas	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
36 #	Norma (Paty)	Garcini	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
37 #	Kim	Gero	Teacher	Maker space	6/10/21-6/30/21	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%
38 #	Michael	Gibson	Teacher	Finishing paperwork for IEPs	6/1/21-6/30/21	Santa Fe	NTE 16 hrs	C-07102.0	003464	\$27.00/hr	100%
39 #	Alicia	Glass	Teacher	Elementary Social Studies Committee	1/4/21-6/9/21	Mayflower	NTE 15 hrs	C-07102.0	003891	\$27.00/hr	100%
40 #	Karen	Go	Teacher	ESY Summer Program - Prep/Training	6/10/21	CELC	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
41 #	Karen	Go	Teacher	ESY Summer Program	6/11/21-7/9/21	CELC	NTE 7 hrs/day	C-65000.0	002634	\$32.00/hr	100%
42 #	Gwen	Graber	Teacher	Elementary Social Studies Committee	1/4/21-6/9/21	Mayflower	NTE 15 hrs	C-07102.0	003891	\$27.00/hr	100%
43 #	Jolisa	Grimmer	Counselor	Counseling Support for Summer	6/14/21-7/16/21	Canyon Oaks	NTE 80 hours	C-30100.0	003952	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
44 #	Gabriel	Gutierrez	Teacher	ESY Summer Program - Prep/Training	6/10/21	MHS	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
45 #	Gabriel	Gutierrez	Teacher	ESY Summer Program	6/11/21-7/16/21	MHS	NTE 6.25 hrs/day	C-65000.0	003947	\$32.00/hr	100%
46 #	David	Haiby	APE Teacher	ESY Summer Program - Prep/Training	6/10/21	Pupil Personnel Services	NTE 5 hrs	C-65002.0	002932	\$27.00/hr	100%
47 #	David	Haiby	APE Teacher	ESY Summer Program - District-wide	6/11/21-7/16/21	Pupil Personnel Services	NTE 5 hrs/day	C-65002.0	003149	\$32.00/hr	100%
48 #	Thor	Heydman	Hourly Teacher	Plymouth Dual Immersion Summer School	6/1/21-7/30/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%
49 #	Thor	Heydman	Hourly Teacher	Summer school training/ planning	6/14/21-7/7/21	Plymouth	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
50 #	Kymberly	Hirst	Counselor	Transition Counslor	6/10/21-7/16/21	MHS	NTE 7 hrs/day	C-34101.0	003678	\$32.00/hr	100%
51 #	Daniel	Holman	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
52 #	Marcie	Hoopes	Teacher	Summer school training/ planning	6/14/21-7/7/21	Clifton	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
53 #	Marcie	Hoopes	Teacher	Middle School Summer School	6/17/21-7/15/21	Clifton	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
54 #	Rebecca	Hsu	Teacher	Plymouth Dual Immersion Summer School	6/1/21-7/30/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%
55 #	Rebecca	Hsu	Teacher	Summer school training/ planning	6/14/21-7/7/21	Plymouth	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
56 #	John	Huntley	Teacher	Finishing paperwork for IEPs	6/1/21-6/30/21	Santa Fe	NTE 16 hrs	C-07102.0	003464	\$27.00/hr	100%
57 #	Elkie	Ingels-Angelico	Substitute Teacher	Summer school training/ planning	6/14/21-7/7/21	Monroe	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
58 #	Elkie	Ingels-Angelico	Substitute Teacher	Monroe Dual Immersion Summer School	6/17/21-7/15/21	Monroe	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
59 #	Cendy	Iraheta	Teacher	Summer school training/ planning	6/14/21-7/7/21	Monroe	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
60 #	Cendy	Iraheta	Teacher	Monroe Dual Immersion Summer School	6/17/21-7/15/21	Monroe	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
61 #	Judith	Krauletz	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
62 #	Judith	Krauletz	Teacher	ESY Summer Program	6/11/21-7/16/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
63 #	Stephen	Lane	Hourly Teacher	Middle School Summer School Training/Planning	6/14/21-7/7/21	Clifton	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
64 #	Karen	Littlefield	Teacher	Maker space	6/10/21-6/30/21	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%
65 #	Maria	Lomelin	Teacher	Elementary Social Studies Committee	1/4/21-6/9/21	Wild Rose	NTE 15 hrs	C-07102.0	003891	\$27.00/hr	100%
66 #	Higinio	Lujan	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
67 #	Rhonda	Luna	Counselor	Counseling for Summer School	6/14/21-7/16/21	Canyon Oaks	NTE 80 hrs	C-30100.0	003952	\$32.00/hr	100%
68 #	Daniel	Magallanes	Teacher	Professional Development for Band Training	6/4/21-6/6/21	MHS	NTE 4 hrs	C-07201.0	003442	\$27.00/hr	100%
69 #	Anna	Manzanares	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
70 #	Anna	Manzanares	Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
71 #	Calvin	McKendrick	Asst. Principal	Summer School	6/14/21-7/16/21	Mountain Park	NTE 6 hrs/day	C-31820.0	004011	\$32.00/hr	100%
72	Calvin	McKendrick	Assistant Principal	Summer School Coordinator	7/1/21-7/16/21	Canyon Oaks	NTE 80 hrs	C-30100.0	003945	\$38.00/hr	100%
73 #	Christian	Mora	Teacher	Summer school training/ planning	6/14/21-7/7/21	Bradoaks	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
74 #	Christian	Mora	Teacher	Camp Infinity Summer School	6/17/21-7/15/21	Bradoaks	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
75 #	Dianna	Moraga	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
76 #	Robin	Noble Dolan	Adult Ed Teacher	CNA - Home Care Aides Summer Session	6/1/21-6/30/21	Adult Education	NTE 10 hrs/wk	C-63910.0	003535	\$44.58/hr	100%
77 #	Robin	Noble Dolan	Adult Ed Teacher	CNA - Spring Session	6/1/21-6/4/21	Adult Education	NTE 28 hrs/wk	C-63910.0	003535	\$44.58/hr	100%
78 #	Jessica	Notchick	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
79 #	Jessica	Notchick	Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	002197	\$32.00/hr	100%
80 #	Christopher	Paiz	Speech Language Pathologist	ESY Summer Program plus Prep Day - District-wide	6/10/21-7/16/21	Pupil Personnel Services	NTE 5 hrs/day	C-65000.0	004021	\$60.00/hr	100%
81 #	Joanna	Prather	Teacher	ESY Summer Program - Prep/Training	6/10/21	Mayflower	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
82 #	Joanna	Prather	Teacher	ESY Summer Program	6/11/21-7/9/21	Mayflower	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
83 #	Kristen	Reynolds	Substitute Teacher	Substitute Teacher for Summer School Camp Sites	6/17/21-7/15/21	Educational Services	NTE 100 hrs	C-07107.0	004024	\$32.00/hr	100%
84 #	Darcy	Ross	Teacher	Elementary Social Studies Committee	1/4/21-6/9/21	Wild Rose	NTE 15 hrs	C-07102.0	003891	\$27.00/hr	100%
85 #	Tedese	Ross	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
86 #	Danyelle	Rucker	Teacher	ESY Summer Program - Prep/Training	6/10/21	MHS	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
87 #	Danyelle	Rucker	Teacher	ESY Summer Program	6/11/21-7/16/21	MHS	NTE 6.25 hrs/day	C-65000.0	002197	\$32.00/hr	100%
88 #	Tonya	Sherman	Teacher	Maker space	6/10/21-6/30/21	Bradoaks	NTE 6 hrs	C-07102.0	003523	\$27.00/hr	100%
89 #	Renessa	Silva	Hourly Teacher	Summer school training/ planning	6/14/21-7/7/21	Plymouth	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
90 #	Mark	Tremper	Adult Ed Teacher	Summer Coordinating ESL Program/Student Testing	6/1/21-6/30/21	Adult Education	NTE 30 hrs/wk	C-63910.0	003535	\$44.58/hr	100%
91 #	Xochitl	Valenzuela	Teacher	ESY Summer Program - Prep/Training	6/10/21	Clifton	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
92 #	Xochitl	Valenzuela	Teacher	ESY Summer Program	6/11/21-7/9/21	Clifton	NTE 5 hrs/day	C-65000.0	003947	\$32.00/hr	100%
93 #	Amanda	Velez-Buck	Teacher	Summer School training/ planning	6/14/21-7/7/21	Wild Rose	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
94 #	Amanda	Velez-Buck	Teacher	Jr Camp Read A Lot - Summer School	6/17/21-7/15/21	Wild Rose	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
95 #	Janette	Wallick	Teacher	ESY Summer Program - Prep/Training	6/10/21	Clifton	NTE 7 hrs	C-65000.0	004025	\$27.00/hr	100%
96 #	Janette	Wallick	Teacher	ESY Summer Program	6/11/21-7/9/21	Clifton	NTE 5 hrs/day	C-65000.0	002197	\$32.00/hr	100%
97 #	Jeff	Wallick	Teacher	Summer school training/ planning	6/14/21-7/7/21	Clifton	NTE 21 hrs	C-07107.0	003839	\$27.00/hr	100%
98 #	Jeff	Wallick	Teacher	Middle School Summer School	6/17/21-7/15/21	Clifton	NTE 100 hrs	C-07107.0	003168	\$32.00/hr	100%
99 #	Alan	Whitaker	Adult Ed Teacher	Summer budgeting hours	6/1/21-6/30/21	Adult Education	NTE 40 hrs/wk	C-63910.0	003452	\$44.58/hr	100%
100 #	Jennifer	Wiley-Magana	Teacher	Finishing paperwork for IEPs	6/1/21-6/30/21	Santa Fe	NTE 16 hrs	C-07102.0	003464	\$27.00/hr	100%
101 #	Dana	Williams	Teacher	Prep/Training Plymouth DI Summer School	6/1/21-7/30/21	Plymouth	NTE 30 hrs	C-07107.0	003839	\$27.00/hr	100%
102 #	Dana	Williams	Teacher	Plymouth Dual Immersion Summer School	6/1/21-7/30/21	Plymouth	NTE 70 hrs	C-07107.0	003168	\$32.00/hr	100%
103 #	Roger	Wu	Teacher	Summer School Instruction	6/14/21-7/16/21	Canyon Oaks	NTE 120 hrs	C-30100.0	003128	\$32.00/hr	100%
104 #	Joshua	Zeeman	Teacher	Summer Boost Instruction	6/21/21-7/2/21	MHS	NTE 20 hrs	C-07102.0	003718	\$32.00/hr	100%
105 #	Joshua	Zeeman	Teacher	Summer Boost Preparation	6/21/21-7/2/21	MHS	NTE 4 hrs	C-07102.0	003442	\$27.00/hr	100%

C. Leaves of Absences

	First Name	Last Name	Classification	Action	Effective	Site
106 #	Audrey	Potter	Teacher	Approve unpaid leave of absence	8/16/21-6/8/22	MHS

D. Terminations

	First Name	Last Name	Classification	Action	Effective	Site
107 #	Rosa Maria	Almaraz	PreK Teacher	Retirement	6/10/21	CELC
108 #	Andrea	Castro	Teacher	Resignation	6/9/21	Monroe
109 #	Anthony	Flucker	CTE Teacher	Resignation	6/30/21	MHS

D. Terminations (continued)

	First Name	Last Name	Classification	Action	Effective	Site
110 #	Brenda	Rivas	Teacher	Resignation	6/30/21	Monroe
111 #	Ann Marie	Trimarchi	Teacher	Retirement	7/1/21	Monroe

E. Other

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
112 #	Carlos	Cuellar	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	MHS		G-00000.0	002263	NTE \$350 Stipend	100%
113 #	Evelia	Gutierrez-Ochoa	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	MHS		G-00000.0	002263	NTE \$175 Stipend	100%
114 #	Jessica	Meza	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	MHS		G-00000.0	002263	NTE \$175 Stipend	100%
115 #	Jessica	Notchick	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	Plymouth		G-00000.0	002263	NTE \$350 Stipend	100%
116 #	Derek	Ong	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	MHS		G-00000.0	002263	NTE \$350 Stipend	100%
117 #	Luis	Vazquez	Teacher	Approve stipend Master Teacher (Cal Poly Pomona Student)	1/23/21-5/21/21	MHS		G-00000.0	002263	NTE \$350 Stipend	100%

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #21

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	# Christopher	Galarza	Custodian	Wild Rose	Employ	\$2290.69/mo	21-H	1	6 hr./d.; 12 mo./yr.	6/14/2021	000282	G 00000.0	100%
2	# Michael	Laidlaw	Groundskeeper I	M.O.T.	Employ	\$3054.25/mo	21-H	1	8 hr./d.; 12 mo./yr.	7/1/2021	001272	C 81500.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
3	# Cynthia	Allen	S/S Instructional Assistant - Behavior	Mayflower	Employ: 2021 Extended School Year.	\$21.95/hr.	20	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003703	C 65000.0	100%
4	# Marisol	Bermudez Huerta	Instructional Aide - Kindergarten Extra Hours	Monroe	Employ: Preparation for school reopening.	\$15.91/hr.	15	2	Hourly, as needed.	6/9/2021	004000	C 74220.0	100%
5	# Nicolas	Caldera	S/S Instructional Assistant - Special Education	A.T.P.	Employ: 2021 Extended School Year.	\$20.36/hr.	21	4	NTE: 5 hours per day.	6/11/21-7/9/21	003344	C 65000.0	100%
6	# James	Campbell Jr.	S/S Bus Driver	M.O.T.	Employ: 2021 Extended School Year.	\$24.22/hr.	24	6	NTE: 5 hours per day.	6/11/21-7/30/21	001080	C 65000.0	100%
7	# Fernando	Carrillo	S/S Instructional Aide - Special Education 1:1	MHS	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 5.75 hours per day.	6/11/21-7/16/21	002947	C 65000.0	100%
8	# Mercedes	Casas	S/S Instructional Aide - Special Education	CELC	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 3.5 hours per day.	6/11/21-7/9/21	003575	C 65000.0	100%
9	# Marlene	Castillo	Preschool Developmental Aide Extra Hours	Monroe Learning Pod	Employ: Additional support for reopening of school.	\$19.92/hr.	5-D	5	Hourly, as needed.	4/1/21-6/9/21	003988	C 90501.0	100%
10	# Guadalupe	Contreras	S/S Instructional Aide - Severe Disability	Mayflower	Employ: 2021 Extended School Year.	\$18.00/hr.	18	3	NTE: 4.5 hours per day.	6/11/21-7/9/21	004022	C 65000.0	100%
11	# Stuart	Cowie	S/S Substitute Instructional Aide - Special Education	District-wide	Employ: To substitute as needed during the 2021 Extended School Year.	\$16.70/hr.	17	2	NTE: 5.75 hours per day.	6/11/21-7/16/21	003513	C 65000.0	100%
12	# Stuart	Cowie	S/S Substitute Instructional Assistant - Behavior	District-wide	Employ: To substitute as needed during the 2021 Extended School Year.	\$18.00/hr.	20	2	NTE: 5.75 hours per day.	6/11/21-7/16/21	003628	C 65000.0	100%
13	# Eloina	Cuevas	S/S Instructional Aide - Severe Disability	MHS	Employ: 2021 Extended School Year.	\$20.89/hr.	18	6	NTE: 5.75 hours per day.	6/11/21-7/16/21	004022	C 65000.0	100%
14	# Louisa	Escandon	S/S Bus Driver	M.O.T.	Employ: 2021 Extended School Year.	\$24.22/hr.	24	6	NTE: 5 hours per day.	6/11/21-7/30/21	001080	C 65000.0	100%
15	# Diane	Henriks	S/S Instructional Aide - Special Education	Mayflower	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C 65000.0	100%
16	# Consuelo	Hernandez	S/S Instructional Aide - Special Education 1:1	Mayflower	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	002947	C 65000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent	
17	# Julie	Kilbury	Library Media Specialist Extra Hours	Santa Fe	Employ: Chromebook and textbook recovery.	\$24.83/hr.	25	6	NTE: 50 hours total.	5/24/21-6/30/21	003862	C	07102.0	100%
18	# Simone	Lefebvre	S/S Instructional Assistant - Special Education	A.T.P.	Employ: 2021 Extended School Year.	\$22.50/hr.	21	6	NTE: 5 hours per day.	6/11/21-7/9/21	003344	C	65000.0	100%
19	# Carolyn	Liming	S/S Instructional Assistant - Behavior	Mayflower	Employ: 2021 Extended School Year.	\$18.91/hr.	20	3	NTE: 4.5 hours per day.	6/11/21-7/9/21	003703	C	65000.0	100%
20	# Cynthia	Liska	S/S Instructional Aide - Special Education	Mayflower	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0	100%
21	# Theresa	Lopez	S/S Instructional Aide - Severe Disability	Clifton	Employ: 2021 Extended School Year.	\$20.89/hr.	18	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	004022	C	65000.0	100%
22	# Juan	Magana	Substitute Groundskeeper I	M.O.T.	Employ: Substitute in vacant position.	\$22.50/hr.	21	6	Hourly, as needed.	6/1/21-6/30/21	001649	G	00000.0	100%
23	# Juan	Magana	S/S Bus Driver	M.O.T.	Employ: 2021 Extended School Year.	\$23.05/hr.	24	5	NTE: Hourly, as needed.	6/11/21-7/30/21	001080	C	65000.0	100%
24	# Denise	Marron	Health Assistant II Extra Hours	MHS	Employ: Extra hours for District and site needs per CSEA contract.	\$25.44/hr.	26	6	NTE: 42 hours total.	8/17/20-6/30/21	001735	G	00000.0	100%
25	# Kelly	Marshall	S/S Instructional Aide - Special Education	Mayflower	Employ: 2021 Extended School Year.	\$19.39/hr.	17	5	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0	100%
26	Tina	McKendrick	S/S Textbook Clerk	MHS	Employ: 2021 Summer Session Employment.	\$25.44/hr.	26	6	NTE: 44 hours total.	7/1/21-7/21/21	002235	C	00601.0	100%
27	# Tramaine	Miller	S/S Substitute Instructional Aide - Special Education	District-wide	Employ: To substitute as needed during the 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 5.75 hours per day.	6/11/21-7/16/21	003513	C	65000.0	100%
28	# Patricia	Montoya	S/S Bus Driver	M.O.T.	Employ: 2021 Extended School Year.	\$24.22/hr.	24	6	NTE: 5.5 hours per day.	6/11/21-7/30/21	001080	C	65000.0	100%
29	# Leticia	Moreno Martinez	S/S Instructional Aide - Special Education	CELC	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 3.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0	100%
30	# Bryna	Ocampo	S/S Instructional Aide - Special Education	CELC	Employ: 2021 Extended School Year.	\$19.39/hr.	17	5	NTE: 3.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0	100%
31	# Cassandra	Ochoa	S/S Instructional Aide - Special Education	Mayflower	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0	100%
32	# Maria	Ornelas	Instructional Aide - Kindergarten Extra Hours	Monroe	Employ: Preparation for school reopening.	\$19.39/hr.	15	6	Hourly, as needed.	6/9/2021	004000	C	74220.0	100%
33	# Lissette	Rodriguez	S/S Instructional Assistant - Behavior	Mayflower	Employ: 2021 Extended School Year.	\$19.87/hr.	20	4	NTE: 4.5 hours per day.	6/11/21-7/9/21	003703	C	65000.0	100%
34	# Antonietta	Rozelle	S/S Instructional Aide - Special Education 1:1	Clifton	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	002947	C	65000.0	100%
35	# Spenser	Santos	S/S Instructional Assistant - Special Education	A.T.P.	Employ: 2021 Extended School Year.	\$22.50/hr.	21	6	NTE: 5 hours per day.	6/11/21-7/9/21	003344	C	65000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
36	# Garrett	Schlageter	S/S Instructional Assistant - Behavior	MHS	Employ: 2021 Extended School Year.	\$21.95/hr.	20	6	NTE: 5.75 hours per day.	6/11/21-7/16/21	003703	C	65000.0 100%
37	# Carri	Siraganian	S/S Instructional Aide - Special Education	Mayflower	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0 100%
38	# Erin	Thorn	S/S Instructional Aide - Special Education	MHS	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 5.75 hours per day.	6/11/21-7/16/21	002947	C	65000.0 100%
39	# Bianca	Torres	S/S Instructional Aide - Special Education	Clifton	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	003575	C	65000.0 100%
40	# Nasim	Vaid	Instructional Aide - Special Education Extra Hours	Monroe	Employ: Preparation for school reopening.	\$18.45/hr.	17	4	Hourly, as needed.	6/9/2021	004000	C	74220.0 100%
41	# J. Albert	Zapata	S/S Instructional Aide - Special Education 1:1	Clifton	Employ: 2021 Extended School Year.	\$20.36/hr.	17	6	NTE: 4.5 hours per day.	6/11/21-7/9/21	002947	C	65000.0 100%

C. Leaves of Absence

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
42	# Maria	Alberto	Clerical Assistant II	Supt's office	Approve: California Family Right Act (CFRA) leave; Personal Leave of Absence.	\$3730.00/mo	19-H	6	8 hr./d.; 12 mo./yr.	5/14/21 - 6/11/21- revised end date 8/13/21.	001700	G	00000.0 100%
43	# Daniel	Ohri	Systems Analyst	Technology	Approve: Unpaid Leave of Absence.	\$6513.29/mo	25-S	1	8 hr./d.; 12 mo./yr.	06/16/21-7/7/21	003846	G	00000.0 100%

D. Resignations

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

E. Changes of Status

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

F. Other

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

Ratification
* Correction
G General Fund
C Categorical Fund

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

17. 19/20-3065 - PERSONNEL COMMISSION MEMBERSHIPS 2021-2022 SCHOOL YEAR

RECOMMENDATION

The Board of Education is requested to approve the payment of contractual fees and memberships from the Personnel Commission budget for Cooperative Organization for the Development of Employee Selection Procedures (CODESP), California School Personnel Commissioners Association (CSPCA), and the Personnel Commissioners Association of Southern California (PCASC).

Rationale:

Contractual fees and memberships for the Personnel Commission include: Cooperative Organization for the Development of Employee Selection Procedures (CODESP) \$2,300, California School Personnel Commissioners Association (CSPCA) \$800, and the Personnel Commissioners Association of Southern California (PCASC) \$100. 1. The Cooperative Organization for the Development of Employee Selection Procedures is a consortium of school districts and other public agencies organized to cooperatively develop selection procedures that comply with Title VII of the Civil Rights Acts of 1964, and the guidelines set forth by the Fair Employment and Housing Commission, the Office of Federal Contract Compliance, and the Equal Employment Opportunities Commission. 2. The California School Personnel Commissioners Association is a statewide organization of school district Personnel Commissioners and staff, established to provide information and training to Personnel Commissioners and staff. 3. The Personnel Commissioners Association of Southern California is a Southern California based organization of school district Personnel Commissioners and staff, established to improve personnel management.

Background:

Budget Implication (\$ Amount):

These expenditures are within the approved Personnel Commission budget.

Legal References:

Education Code 45253 states that the Personnel Commission shall prepare an annual budget for its use.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

18. 20/21- 4018 – CONTRACT FOR E-RATE RELATED SERVICES WITH CSM CONSULTING, INC.

RECOMMENDATION

The Board of Education is requested to approve a one (1) year renewal of the professional services contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding for the 2021-22 school year.

Rationale:

In order to improve accuracy, find potential additional missed funding, and reduce audit risks of E-rate funds, Technology Services would like to engage the services of CSM Consulting, Inc. CSM has a reputation for providing high quality E-Rate services.

Background:

The Board of Education previously approve the Professional Services Contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding year 2021-2022 in the amount of \$13,000 annually over the next year. If we apply for Category 2 E-Rate funds an additional amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts"). During the last two fiscal years the District has successfully used CSM for assistance with E-Rate filings. Audit requirements imposed by Universal Service Administrative Company (USAC), the entity that administers the E-rate program, have increased the effort required to ensure we meet E-rate compliance. Using CSM services will reduce time spent on E-Rate paperwork and provide auditing support.

Budget Implication (\$ Amount):

This will impact the Technology Services Budget by \$13,000 for the 2021-2022 school year and if we apply for Category 2 E-Rate funds an additional amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts"). Costs will be covered with E-Rate reimbursements, traditionally E-Rate has provided the District about \$250,000 annually in Federal funds for Internet, telephone and network services.

Account:

Funds will come from Technology Budget

Additional Information:

Please see attached renewal.

ATTACHMENTS

- [CSM Contract 21-22.pdf](#)



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Monrovia Unified School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
 - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Assist and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications
 - Program Integrity Assurance (PIA)
 - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of \$13,000 plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2021, or upon execution (whichever is later), through June 30, 2022. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable

to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.35 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016-35854704**

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
13. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in Monrovia CA, 23 This June day of _____, 2021.


_____, Vice President
David T. Cichella

_____, Title Superintendent
Katherine Thorossian

Print Name
Monrovia Unified School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 23 day of June, 2021 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Monrovia Unified School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Monrovia Unified School District

Name: _____

Print Name: Katherine Thorossian

Title: Superintendent

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

19. 20/21- 4020 - RENEWAL OF SUBSCRIPTION AGREEMENT WITH PARENT SQUARE 2021-24

RECOMMENDATION

The Board of Education is requested to approve a three (3) year subscription agreement with ParentSquare. Effective July 1, 2021 through June 30, 2024.

Rationale:

ParentSquare is a school-to-home communications, everything our district, schools, teachers and parents need to engage and collaborate, all on one easy-to-use platform. Through text, email, and push notifications, we are able to reach out to our parents and community. Going with (3) years locks in our pricing for the duration of the agreement.

Background:

District has been using Parent Square communications to keep Administrators, teachers and parents informed and connect. Current agreement expires June 30, 2021.

Budget Implication (\$ Amount):

Annual cost is \$22,112.00, Cost to be paid out of Technology, S&C funding and General fund.

ATTACHMENTS



ParentSquare Inc.
 6144 Calle Real, #200A
 Goleta, CA 93117 · USA
 866-496-3168 | www.parentsquare.com
 Tax ID: 45-3139804

PRICE QUOTE

Created Date: 6/9/20
Expiration Date: 6/26/20
Term: July 1, 2020 - June 30, 2024
School/District: Monrovia Unified School District
Contact Name: Charles Poovakan
Contact Title: Chief Technology Officer
Email: cpoovakan@monroviaschools.net

Prepared By: Jay Klanfer
Email: jay.klanfer@parentsquare.com
Phone: 805-698-2462
Bill To Name: Monrovia Unified School District
Billing Address: 323 E. Huntington Dr., Monrovia CA, 91016
Billing Phone:
Bill to Email: cpoovakan@monroviaschools.net
Payment Term: Net 30


Item	Unit Price	Total Units	Price
Annual Per Student Fee	\$4	5,528	\$22,112.00
April 1 - June 2020 Pilot			\$4,200.00
*July 1, 2020 - June 30, 2021 School Year less pilot	\$4.00	5,528	\$17,912.00
Subsequent Years	\$4.00	5600	\$22,112.00


* Annual invoice is \$4 x ADA of 5,528 = \$22,112. The \$4,200 Paid Pilot amount will be backed out in 2020/21.

Monrovia USD remains price protected for all feature benefits for duration of Agreement

Terms and Conditions

The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement"). By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

School/District: Monrovia Unified School District
Name: Dr. Katherine Thorossian
Title: Superintendent
Date: June 24, 2020
Signature: 

ParentSquare Signature:
Name: Jay Klanfer
Title: VP, District Partnerships
Date: 6/9/20
Signature: 

Feature Benefits

Item	Price
Mass Notifications & Urgent Alerts Administrative Oversights & Archiving Mobile App (iOS/Android) & Web Portal Teacher & Classroom Communication Direct Messaging & Chat Social Media & Website Sharing Directory (Search by name, email, phone, student) Language Translation Forms & Permission Slips Attendance Notifications Calendars & RSVP StudentSquare Conferences Secure Document Delivery Photo & File Sharing	\$4 per student



Appendix A - Definitions

On-boarding Fee:

A one-time on-boarding fee is invoiced at Term Start Date. The on-boarding fee includes ParentSquare set up as a co-branded website, one admin and one teacher online training session, and initial consultations for getting started with ParentSquare.

Annual Subscription Fee:

An annual subscription fee is invoiced at Term Start Date and each year on the Term anniversary date. The annual subscription fee is re-evaluated each year based on participating student enrollment on the anniversary date upon renewal.

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

20. 20/21-5089- BOARD POLICY 6172, *GIFTED AND TALENTED STUDENT PROGRAM*, AND ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 6172, *Gifted and Talented Student Program*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Educational Services has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA), which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 6172, Gifted and Talented Student Program. This policy has been reviewed by the appropriate instructional stakeholders, and the Policy Review Committee (PRC), prior to presenting it for adoption. Additionally, Board member Selene Lockerbie has reviewed this Board Policy and has made no further adjustments.

Additional Information:

A copy of the proposed revised Board Policy and accompanying Administrative Regulation 6172, Gifted and Talented Student Program, is attached.

ATTACHMENTS

- [BP 6172 - 062321.pdf](#)
- [AR 6172 - 062321.pdf](#)
- [GATE Qualifying Matrix - 20210420.pdf](#)

GIFTED AND TALENTED STUDENT PROGRAM

The Governing Board believes that all students deserve an education that challenges them to meet their fullest potential. The Board shall provide gifted and talented students with opportunities for learning commensurate with their particular abilities and talents.

~~Programs for gifted and talented students may include special day classes, part-time and cluster groupings which shall be planned and organized as an integrated, differentiated learning experience within the regular school day. These programs may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as independent study, acceleration, postsecondary education, and enrichment.~~

~~The Superintendent or designee shall determine the most appropriate curricular components for participating students. Each participating student's program shall include an academic component and, as appropriate, instruction in basic skills.~~

~~The Superintendent or designee shall ensure the full participation of eligible students regardless of their ethnic, cultural, linguistic, or economic background.~~

~~Staff development shall be provided to support teachers of gifted and talented students in understanding the unique learning styles and abilities of these students and in developing appropriate instructional strategies.~~

~~The Board shall regularly be informed regarding the district's program in meeting the needs of gifted and talented students.~~

~~The Superintendent or designee shall designate a district coordinator to be responsible for all aspects of the program. In addition, the Superintendent or designee shall appoint an advisory committee to support the needs of the program and to assist in program planning, implementation, and evaluation. The committee shall include the program coordinator, parents/guardians, staff, community members, and students as appropriate.~~

The Superintendent or designee shall identify students for the district's gifted and talented education (GATE) program on the basis of demonstrated or potential intellectual development, creative ability, consistently high achievement levels, academic ability in particular subject area(s), leadership ability, and/or performing and visual arts talent.

The Superintendent or designee shall provide eligible students, including economically

disadvantaged students, English Learners, and students of varying cultural backgrounds, with full opportunities to participate in the GATE program and shall provide special counseling or services as necessary to help such students to succeed in the program.

The district's GATE program shall be designed to provide articulated learning experiences across subjects and grade levels and shall meet or exceed state academic content standards and curriculum frameworks.

Educational opportunities in the district's GATE program may include:

1. Special day classes which are designed to meet specific academic needs of gifted and talented students and are appropriately differentiated from other classes in the same subjects at the school;
2. Part-time groupings, in which students attend classes or seminars that are organized to provide advanced or enriched subject matter for a part of the school day;
3. Cluster groupings, in which students are grouped within a regular classroom setting and receive appropriately differentiated activities from the regular classroom teacher;
4. Independent study supervised by a certificated district employee and offered through special tutors or mentors or through enrollment in correspondence courses pursuant to Education Code 51740 and 5 CCR 163;
5. Acceleration, in which students are placed in grade levels or classes more advanced than those of their chronological age group and are provided special counseling and/or instruction outside the regular classroom in order to facilitate their advanced work;
6. Opportunities to attend classes conducted by a college or community college;
7. Advanced Placement classes, International Baccalaureate program, or honors classes;
8. Supplemental educational activities which augment students' regular educational programs in their regular classrooms and may include the use of advanced materials and/or provide special opportunities from persons other than the regular classroom teacher.

In addition, the district's program shall support the social and emotional development of GATE students in order to promote student engagement in school.

Staff development shall be provided as needed to support teachers in understanding

the unique learning styles and abilities of gifted and talented students and in developing appropriate instructional strategies.

As appropriate, the Superintendent or designee may involve certificated staff, students, parents/guardians, and community members in the planning, implementation, and evaluation of the GATE program.

The Superintendent or designee shall regularly report to the Board regarding the progress of students enrolled in the district's GATE program. Reports may include, but are not limited to, student achievement test results, school attendance, and feedback from program staff and participants.

Revised: December 9, 2008
Reviewed: December, 1981
Adopted: July, 1978

GIFTED AND TALENTED STUDENT PROGRAM

Program Coordinator

The Superintendent or designee shall appoint a district coordinator who has demonstrated experience and knowledge in gifted education to oversee implementation of the district's gifted and talented **education** (GATE) program, including student identification procedures, recordkeeping, and other duties as assigned.

The Superintendent or designee also may appoint, for each school site, a GATE coordinator who shall be responsible for implementation of program services at that school site.

GATE Program Elements

The district shall convene a GATE advisory committee **advise** to offer guidance for the program comprised of parents, teachers, and administrators. This advisory committee will meet a minimum of two times a year.

GATE program planning shall be written into the elementary Single Plan for Student Achievement (SPSA) for each elementary school, thus attaining approval of the School Site Council and consequently the Board of Education.

A report shall be given to the Board of Education annually on the GATE program.

Identification of Gifted and Talented Students

Students may be recommended for the GATE program by administrators, teachers, counselors, other staff, or parents/guardians. Parent/guardian consent shall be obtained before administering any assessments for the sole purpose of identifying students for this program.

The Superintendent or designee shall select students for the program based on their demonstrated or potential ability for high performance in categories identified by the Governing Board, as evidence by any of the following indicators:

1. School, class, and individual student records;
2. Individual tests, including summary and evaluation by a credentialed school psychologist;
3. Group tests;

4. Interviews and questionnaires of teachers, parents/guardians, and others;
5. Student portfolios; or
6. Opinions of professional persons.

While students may qualify for the GATE program at any age based on the above criteria, students in the Monrovia Unified School District will be universally screened at the end of the third grade.

The Superintendent or designee shall base ~~sections~~ decisions regarding a student's qualifications for the GATE program upon the evaluation of pertinent evidence by the principal or designee, a classroom teacher familiar with the student's work, and, when appropriate, a credentialed school psychologist and/or other expert. These persons may review screening, identification, and placement data and shall meet when necessary to resolve any differences in assessment and recommendations. In reviewing evidence of a student's abilities, the Superintendent or designee shall also shall consider the economic, linguistic, and cultural characteristics of the students' background.

A student who transfers into the district shall be considered for the GATE program if he/she was identified as a gifted and talented student in his/her their previous district or school or is recommended for the program. The Superintendent or designee may verify that the GATE program would be an appropriate placement for the student by examining evidence of the student's abilities based on any of the indicators listed above.

Because students who do not initially meet district criteria for the GATE program may become eligible at a later grade level, the district may re-examine student eligibility whenever the district receives a referral or the Superintendent or designee determines it to be in the student's best interest.

Revised:

Revised: December 9, 2008

Adopted: May 1974

Monrovia Unified School District
 Gifted and Talented Education Program (GATE)

QUALIFYING MATRIX

A student may qualify in any one of the following:

INTELLECTUAL <i>Reasoning/thinking skills</i>	HIGH ACHIEVEMENT <i>High academic skills in BOTH language arts and mathematics</i>	SPECIFIC ABILITY <i>High academic skill in ONE area, language arts OR mathematics</i>	CREATIVITY <i>Demonstrates imaginative, unique thinking and problem-solving skills</i>
<p>A. District screening in grades 3 and above:</p> <ul style="list-style-type: none"> • 95thile or above: <p>*Ravens Progressive Matrices, SAGES or Cog-At</p> <p>*If re-referred a second consecutive year, a screening test different than the original will be administered</p> <p>OR</p> <p>B. All grades: Top 2% on a standardized individual or group administered test such as the WISC, KABC, Stanford-Binet, Leiter, Otis-Lennon, etc. administered by a licensed psychologist within most recent 6 months.</p> <p><i>May accept specific nonverbal or verbal subtest cluster scores upon recommendation of licensed psychologist to accommodate second language learners and/or special need students.</i></p> <p><i>Teacher recommendation not required for this category.</i></p>	<p>A. Smarter Balanced Test:</p> <ul style="list-style-type: none"> • “Advanced” level in English/Language Arts AND mathematics for students in grades 3 and above. <p>OR</p> <p>B. Standardized normed-reference academic achievement test (i.e., SAT 9, CAT 6, IOWA, CTBS...)</p> <ul style="list-style-type: none"> • 95th %ile or above for two consecutive years in Reading Total AND Math Total. <p>OR</p> <p>C. District enrolled students only: Grades 7-12: 4 consecutive semesters of 4.0 grades in <u>advanced or Honors core English and mathematics courses</u> and two or more <u>written teacher recommendations in more than a single core area.</u></p>	<p>A. Reading Inventory (RI) or Math Inventory (MI)</p> <ul style="list-style-type: none"> • Three grade levels above on RI or MI Assessment on two consecutive tests. <p>OR</p> <p>B. Standardized normed-reference academic achievement test (i.e., SAT 9, CAT 6, IOWA, CTBS...)</p> <ul style="list-style-type: none"> • 95th %ile or above for two consecutive years in Reading Total OR Math Total <p>OR</p> <p>C. District enrolled students only: Grades 7-12: 4 consecutive semesters of 4.0 grades in <u>advanced or Honors core English or mathematics courses</u> and two or more <u>written teacher recommendations in a single core area.</u></p>	<p>A. District screening in grades 3 and above:</p> <ul style="list-style-type: none"> • Score of 30+ on Nomination Referral Form (Creativity) • and 3 student samples reflecting creative work projects completed over the school year with descriptive teacher narrative • and any one of the following: 91st percentile SAGES Divergent Production [or] 90th percentile on any intellectual screening assessment

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

21. 20/21-5090- BOARD POLICY 5144.1, *SUSPENSION AND EXPULSION/DUE PROCESS*, AND ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 5144.1, *Suspension and Expulsion/Due Process*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Student Support Services has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

School districts receive regular policy updates from the California School Boards Association (CSBA), which are compared to existing policies to determine the extent of modification that is needed. This policy contains revisions as recommended by CSBA for Board Policy 5144.1, *Suspension and Expulsion/Due Process*. This policy has been reviewed by the appropriate instructional stakeholders, and the Policy Review Committee (PRC), prior to presenting it for Board review and approval.

Additional Information:

A copy of the proposed revised Board Policy and accompanying Administrative Regulations 5144. 1, *Suspension and Expulsion Education*, is attached.

ATTACHMENTS

- [BP 5144.1 Suspension and Expulsion Due Process.pdf](#)
- [AR 5144.1 Suspension and Expulsion Due Process.pdf](#)

SUSPENSION AND EXPULSION/DUE PROCESS

Students

~~The Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.~~

~~Suspended or expelled students shall be denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.~~

~~Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct.~~

~~Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion shall be used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to self or others.~~

~~The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be those specified in law and/or administrative regulation.~~

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not

limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

Supervised In-School Suspension Classroom

The Board recognizes that students who are suspended from school often have no

supervision or guidance during the school hours when they are off campus and may fall behind in the coursework. The Board believes that, in many cases, it would be better to manage the student's behavior by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee may establish a supervised classroom suspension program which meets the requirements of law for students suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, who pose no imminent danger or threat to anyone at school, and for whom an expulsion action has proceedings have not been initiated.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it

makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education.

(cf. 5148.3 - Preschool/Early Childhood Education)

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation ~~and/or law~~. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student

subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

~~The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.~~

Required Parental Attendance

~~The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.~~

~~Whenever a student is suspended from class by a teacher because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities, or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in the class from which the student was suspended.~~

~~Before requiring parental attendance, the teacher shall make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.~~

~~The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student.~~

~~When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is pursuant to law.~~

~~The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.~~

~~A parent/guardian who has received a written notice shall attend class as specified in the~~

~~notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee.~~

~~The principal or designee shall contact a parent/guardian who does not respond to the request to attend school. The Board recognizes that parent/guardian compliance with~~

~~this policy may be delayed, modified, or prevented for reasons such as serious illness/injury/disability, absence from town, or inability to get release time from work. District regulations and school site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation.~~

~~Decision Not to Enforce Expulsion Order~~

~~On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.~~

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981-1981.5 Enrollment of students in community school

8239.1 Prohibition against expulsion of preschool student

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (regarding suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48666 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

64000-64001 Consolidated application

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Employee time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors, or stun guns

868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7961 Gun-free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118

Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 146 (2001)

80 Ops.Cal.Atty.Gen. 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Healthy Students:

<http://www2.ed.gov/about/offices/list/oese/osh>

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(Adopted: May 24, 2006) (Replaces: BP 5114 Suspension)

(Revised: May 2002)

(Revised: October 1994)

(Revised: February 1993)

(Revised: May 1990)

(Revised: February 1988)

(Revised: November 1987)

(Revised: February 1987)

(Revised: November 1983)

(Revised: June 1978)

(Revised: January 1978)

(Replaces: BP 5114.1 Classroom Attendance of Suspended Student's Parent or Guardian) (Adopted: September 1989)

(Replaces: BP 5115 Expulsion)

(Revised: January 1999)

(Revised: October 1994)

(Revised: February 1993)

(Revised: February 1988)

(Revised: November 1987)

MONROVIA UNIFIED SCHOOL DISTRICT

(Revised: November 1983)
(Revised: November 1980)
(Adopted: January 1978)

BP 5144.1
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Suspension and Expulsion/Due Process

Students

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided.

School day means a day upon which the schools of the district are in session or weekdays during the summer recess.

Student includes a student's parent/guardian or legal counsel.

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office.

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases.

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, **including** suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)
(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-12

~~A student may be subject to suspension or expulsion when it is determined that he/she:~~
Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

1. Caused, attempted to cause, or threatened to cause physical injury to another person; ~~or willfully used force or violence upon the another person of another,~~ except in self-defense; ~~or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury~~ (Education Code 48900(a) and (t))

~~A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))~~

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-

11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage, or intoxicant. (Education Code 48900(d))

5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))

6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))

7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, **electronic cigarettes, vaping devices**, and betel. ~~This, except that this~~ restriction shall not prohibit a student from using or possessing ~~his/her own~~ prescription products. (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))

10. Unlawfully possessed, ~~or unlawfully~~ offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))

~~4. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~

11. Knowingly received stolen school property or private property. (Education Code 48900(l))

12. Possessed an imitation **firearm, i.e., Imitation firearm means** a replica of a

firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing ~~as defined in Education Code 32050.~~ (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other

visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
(cf. 6163.4 - Student Use of Technology)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property.
(Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that ~~he/she~~ the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

~~Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)~~

~~(cf. 5145.7 - Sexual Harassment)~~

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

~~Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)~~

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including but not limited to the following circumstances:~~

- ~~1. While on school grounds~~
- ~~2. While going to or coming from school~~
- ~~3. During the lunch period, whether on or off the school campus~~

~~4. During, going to, or coming from a school-sponsored activity~~

~~The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(r))~~

~~Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~Removal from Class by a Teacher/Parental Attendance~~

~~A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above.~~

~~Suspension from Class by a Teacher~~

~~A teacher also may refer a student to the principal or designee for consideration of suspension from school.~~

~~A teacher may suspend a student from class for the remainder of the day and the following day for any of the acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-12" above or for disruption or willful defiance at any grade level, including grades K-8. (Education Code 48910)~~

~~When removing suspending a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, the student shall be appropriately supervised during the class periods from which he/she the student has been removed-suspended. (Education Code 48910)~~

~~As soon as possible, after the teacher decides to suspend the student, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)~~

~~A student removed suspended from class shall not be returned to class during the period of removal suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)~~

A student ~~removed~~ ~~suspended~~ from class shall not be placed in another regular class during the period of ~~removal~~ ~~suspension~~. However, ~~if~~ a student ~~is~~ assigned to more than one class per day, ~~he/she may be placed in any~~ may continue to attend other regular classes except those held at the same time as the class from which the student was ~~removed~~ ~~suspended~~. (Education Code 48910)

The teacher of any class from which a student is ~~removed~~ ~~suspended~~ may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law.

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required. (Education Code 48915(c))

~~The Superintendent, principal or principal's designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion.~~

The Superintendent, principal, or designee may impose a suspension for a first offense if it is determined that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a

danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

~~The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be:~~

- ~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~
- ~~2. Brandishing a knife, as defined in Education Code 48915(g), at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~
- ~~5. Possession of an explosive as defined in 18 USC 921~~

~~Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process.~~

Length of Suspension

~~The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)~~

A student may be suspended from school for not more than 20 school days in any school year.,~~unless for purposes of adjustment the~~ However, if a student enrolls in or is

transferred to another regular school, an opportunity school, or continuation school or class; ~~for the purpose of adjustment, in which case suspension shall not exceed 30 days in any~~ the student may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48911)

~~The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year.~~

~~The governing board may approve the suspension of a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 49073-49079.~~

Due Process Procedures for Suspension

Suspensions shall be ~~initiated according~~ imposed in accordance with to the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the principal, designee, or the Superintendent with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, ~~including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5, and the evidence against him/her the student; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense.~~ , and shall be given the opportunity to present the student's version and evidence. (Education Code 48911)

This conference may be omitted if the principal, designee, or the Superintendent determines that an emergency situation exists. ~~An emergency situation involves~~ involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives ~~his/her the~~ right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.

(Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. ~~If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.~~

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may ~~meet~~ request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved and any other pertinent matter.

(Education Code 48914)

~~While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend.~~

~~If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)~~

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. , provided the following requirements are followed: (Education Code 48911)

~~Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original~~

~~suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process.~~

a. ~~The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.~~

b. ~~The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)~~

c. ~~If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)~~

~~(cf. 6173.1 - Education for Foster Youth)~~

d. ~~If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)~~

~~(cf. 6173 - Education for Homeless Children)~~

~~In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct the behavior and keep the student in school.~~

Superintendent or Principal's Authority to Recommend Expulsion Authority to Expel

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion."~~

~~The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on either or both of the following finding(s):~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.~~

Mandatory Recommendation for Expulsion

~~Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or Superintendent or designee shall recommend a student's expulsion for any of the following acts:~~

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, the Superintendent or principal shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication or other medication prescribed by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

~~In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)~~

Mandatory Recommendation and Mandatory Expulsion

The principal, Superintendent or designee shall recommend ~~expulsion and that~~ the Board shall expel any student found to have committed any of the following acts at school or at a school activity ~~off school grounds to be~~:

1. Possessing a firearm which is not an imitation firearm, as verified by a district-certificated employee, ~~or selling or otherwise furnishing a firearm~~, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. ~~Selling or otherwise furnishing a firearm~~
3. Brandishing a knife as defined in Education Code 48915(g) at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289 or committing a sexual battery as defined in ~~item #14 under "Grounds for Suspension and Expulsion above~~ Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921.

~~Upon finding that the student committed any of the above acts, the Board shall expel the student.~~

Student's Right to Expulsion Hearing

~~Any student recommended for expulsion shall be entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))~~

~~The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred.~~

~~Stipulated expulsion: the district may enable a student to waive his/her right to a hearing in exchange for an agreement as to the terms of the expulsion.~~

~~The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))~~

~~If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))~~

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, the Superintendent or designee shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of the right to: (Education Code 48918.5)

1. Receive five days' notice of the scheduled testimony at the hearing
2. Have up to two adult support persons present at the hearing at the time the

witness testifies

3. Have a closed hearing during the time the witness testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case, and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding ~~the provisions of Government Code 54953 and~~ Education Code 35145, the ~~administrative panel~~ Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public ~~to the extent that privacy rights unless another student's privacy rights would be~~ of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session.

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to ~~have his/her testimony heard~~ testify in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to, a videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education

Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Superintendent or designee may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the **Board or the hearing officer or** administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the ~~administrative panel~~ **Board** in closed session, or in open session if so requested by the student, before the meeting. The decision in response to such an objection shall be final and binding. **(Education Code 48918(ii))**

If the **Board determines, or if the hearing officer or** administrative panel finds **and submits to the Board** that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. **(Education Code 48918(i))**

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in ~~"Grounds for Suspension and Expulsion" above.~~ : **Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," and "Additional Grounds for Suspension and Expulsion: Grades 9-12" above.** **(Education Code 48918(h))**

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. **(Education Code 48918(f))**

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: **(Education Code 48918, 48918.5)**

- a. Any complaining witness shall be given five days' notice before being called to testify.
- b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during ~~his/her~~ the testimony.
- c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which ~~he/she~~ the complaining witness may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness

- (b) Limit the time for taking the testimony of a complaining witness to ~~the normal school hours~~ ~~he/she is normally in school~~, if there is no good cause to take the testimony during other hours
- (c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from school, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Expulsion Hearing: Administrative Panel

The Board recognizes that by Education Code, an expulsion hearing may be conducted by the Board, County, or State Hearing Officer or an impartial administrative panel. The Board hereby authorizes the use of an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the administrative panel shall conform to the same procedures as ~~outlined above~~ in "Conduct of Expulsion Hearing-," ~~including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed.~~ (Education Code 48918(a) and (d))

The administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated ~~and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian.~~ Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the

Board may order. (Education Code 48918(f))

In accordance with Board policy, the administrative panel may recommend that the Board suspend the enforcement of the expulsion. ~~for a period of one year. If the administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation.~~ (Education Code 48917, 48918)

~~The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed.~~

Final Action by the Board

~~Whether the expulsion hearing is conducted in closed or open session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement,~~ the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping.

~~The Board's decision is final.~~ If the Board reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately. ~~If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.~~

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" ~~above listed in the section "Authority to Expel" in the accompanying Board policy,~~ this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review as well as assessment of the student at the time of review for

readmission

2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, ~~and~~ ~~or~~ other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed ~~in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915~~ above under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48916)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48916)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision ~~Not to Enforce~~ to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and ~~his/her~~ willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12," "Additional Grounds for Suspension and Expulsion: Grades 4-12," or "Additional Grounds for Suspension and Expulsion: Grades 9-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.
- ~~8. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right~~

~~to appeal the expulsion to the County Board of Education.~~

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

~~The~~ If the student shall submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board of Education, ~~the~~ the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or ~~of any student acts involving the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) of weapons or firearms in violation of~~ or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate ~~city or county~~ or district law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

~~Post-Expulsion Placements-Placement During Expulsion~~

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6-~~13~~ 12 and #18-21 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be ~~instead~~ referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

~~Readmission procedures shall be as follows:~~

~~Prior to the date set by the Board for the student's readmission:~~

- ~~1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student.~~

1. The Superintendent or designee, and/or the Alternative Placement Committee, shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board ~~his/her~~ a recommendation regarding readmission. The Board shall consider this recommendation in closed session ~~if information would be disclosed in violation of Education Code 49073-49079~~. If a written request for open session is received from the parent/guardian or adult student, ~~it shall be honored to the extent that privacy rights of other students are not violated~~.

3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.

4. The Board may deny readmission only if it finds that the student has not

satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)

5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The ~~Board~~ district shall maintain a record of each suspension and expulsion, including ~~the its~~ specific causes ~~of the expulsion~~. (Education Code 48900.8)

The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

~~Outcome Data~~

~~The Superintendent or designee shall maintain the following data:~~

- ~~1. The number of students recommended for expulsion~~
- ~~2. The specific grounds for each recommended expulsion~~
- ~~3. Whether the student was subsequently expelled~~

~~4. Whether the expulsion order was suspended~~

~~5. The type of referral made after the expulsion~~

~~6. The disposition of the student after the end of the expulsion period.~~

Revised: (8/08 ~~3/21~~)

(Adopted: May 10, 2006)(Replaces: AR 5114 Suspension)

(Revised: May 2002)

(Revised: October 1994)

(Revised: February 1993)

(Revised: May 1990)

(Revised: February 1988)

(Revised: November 1987)

(Revised: February 1987)

(Revised: November 1983)

(Revised: June 1978)

(Revised: January 1978)

(Replaces: AR 5114.1 Classroom Attendance of Suspended Student's Parent
or Guardian) (Adopted: September 1989)

(Replaces: AR 5115 Expulsion)

(Revised: January 27, 1999)

(Revised: October 26, 1994)

(Revised: February 1993)

(Revised: February 1988)

(Revised: November 1987)

(Revised: November 1983)

(Revised: November 1980)

(Adopted: January 1978)

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

22. 20/21-5091– BOARD POLICY 0415, *EQUITY*

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 0415, *Equity*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

School districts receive regular policy updates from California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This newly introduced policy is being proposed as recommended by the California School Board's Association. This policy has been reviewed by the appropriate instructional stakeholders and the Policy Review Committee prior to presenting it for Board approval. Additionally, the Board of Education has reviewed this Board Policy and have made no further adjustments.

Additional Information:

A copy of the proposed Board Policy 0415, *Equity*, is attached.

ATTACHMENTS

- [BP 0415 - Equity 062321.pdf](#)

EQUITY

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

To that end, the Board also acknowledges other forms of social inequalities and oppression, including gender, gender identity, gender expression, sexual orientation, socioeconomic status, religion, national origin, foster youth, involvement with the dependency or juvenile justice systems, and students with disabilities and learning differences, and how these different forms of oppression intersect. The Board is committed to explicitly identifying and addressing all disparities in educational outcomes for the purpose of targeting areas for action, intervention and investment.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assess student needs based on data disaggregated by race, ethnicity, socio-economic, and cultural backgrounds in order to identify gaps in educational experiences and develop policies, practices, and plans that redress those disparities.
2. Analyze expenditures and allocate financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success, thereby promoting equity and inclusion in the district. Such

resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

3. Enable and encourage students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student programs and activities.
4. Build a positive school climate that promotes student and family engagement, safety, and academic and other supports for students including, but not limited to, a district-wide emphasis on Social Emotional Learning, an emphasis on positive behavioral supports, and restorative justice practices.
5. Adopt curriculum and instructional materials that accurately reflect the diversity among student groups.
6. Promote the employment and retention of a diverse staff that reflects the student demographics of the community.
7. Provide district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices, including implicit bias and beliefs and through culturally responsive teaching.
8. As part of a continuous improvement cycle, conduct regular evaluations of programs and plans that focus on equity by monitoring student performance outcomes.

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Reviewed: June 10, 2021

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

23. 20/21-5092– BOARD POLICY 2121, SUPERINTENDENT'S CONTRACT

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 2121, *Superintendent's Contract*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

School districts receive regular policy updates from California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This revised policy is recommended by CSBA as Board Policy 2121, Superintendent's Contract. This policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board approval. Additionally, the Board of Education has reviewed this Board Policy and have made no further adjustments.

Additional Information:

A copy of the proposed Board Policy 2121, Superintendent's Contract, is attached.

ATTACHMENTS

- [BP 2121 Superintendents Contract - 062321.pdf](#)

SUPERINTENDENT'S CONTRACT

The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent will work together as a governance team to achieve district goals and objectives. When approving the Superintendent's employment contract, the Board shall consider the value of stability in district administration, the best use of district resources, and the Board's duty to ensure accountability to the public for the performance of the district's schools.

In approving employment contracts with the Superintendent, the Governing Board wishes to encourage the Superintendent's long-term commitment to the district and community while carefully considering the financial and legal implications of the contract in order to protect the district from any potentially adverse obligations.

The contract shall be reviewed by the district's legal counsel and may include the following:

1. Term of the contract, which shall be for no more than four years pursuant to Education Code 35031
2. Length of the work year and hours of work
3. Salary, health and welfare benefits, and other compensation for the position, including a statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board
4. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the use of a personal vehicle.

5. Vacation, illness and injury leave, and personal leaves
6. Professional development
7. General duties and responsibilities of the position
8. Criteria, process, and procedure for annual evaluation of the Superintendent
9. A statement that there shall be no automatic renewal or extension of the contract, although the Board can enter into a new contract with the Superintendent prior to the expiration of the existing contract
10. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

11. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive if the contract is terminated prior to its expiration date

12. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's official capacity in the performance of employment-related duties

~~The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document.~~

The Board shall deliberate in closed session about the terms of the contract. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall ~~take final action on ratify~~ the Superintendent's contract during an open session of a regularly scheduled Board in an open meeting, which shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953.-Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request.

~~The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent. The term of the contract shall be for no more than four years.~~ During the term of the contract, the Board may reemploy the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.

Termination of Contract

~~In the event that the Board determines not to reemploy the Superintendent, the Board shall provide written notice to the Superintendent at least 45 days in advance of the expiration of the term of the contract.~~

Prior to the expiration of the contract, the Board may terminate the Superintendent's employment contract in accordance with law and applicable contract provisions.

In such an event, the maximum cash settlement that the Superintendent may receive upon termination of the contract shall not exceed the Superintendent's monthly salary multiplied by the number of months left on the contract or the Superintendent's monthly salary multiplied by 12, whichever is less. (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the same duration of time as covered in the settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, no cash or noncash settlement of any amount shall be provided. (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of office or position, the Superintendent shall reimburse the district for payments received as paid leave salary pending investigation or as cash settlement upon termination, and for any funds expended by the district in defending the Superintendent against a crime involving the Superintendent's office or position. (Government Code 53243-53243.4, 53260)

~~The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18. The cash settlement shall not include any noncash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first.~~

~~If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge.~~

Reviewed: June 10, 2021

Adopted: March 14, 2007

~~(Replaces: BP 2111 Appointment)~~

~~(Revised: June 1989)~~

~~(Reviewed: December 1988)~~

~~(Reviewed: December 1981)~~

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

24. 20/21- 5093 – MEMORANDUM OF UNDERSTANDING WITH COMMUNITY MEDIA OF THE FOOTHILLS (CMF), OR KGEM

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Community Media of the Foothills (CMF), or KGEM, for the video recording and streaming of Board of Education meetings, from July 1, 2021 to June 30, 2022.

Rationale:

Approval of this MOU will grant payment to CMF/KGEM, to record and live stream Board of Education meetings, and other services outlined in the MOU for the 2021-22 school year.

Background:

The District's relationship with CMF dates back to 1992, when CMF leased a classroom at Clifton Middle School for the purpose of a studio. After a period of time, CMF decided they no longer needed the space at Clifton, but continued to provide video shooting of the District's Board of Education meetings without charge. As CMF's operational needs grew, it was determined that monetary charges would need to be implemented to meet the growing demands of their operation.

Budget Implication (\$ Amount):

Cost associated with this MOU are \$350 per meeting, or \$7, 700 annually, and \$150 per any special meeting, such as a Study Session, to be paid out of the General Fund.

Legal References:

Cal Ed Code 17504 states that a contract and/or agreement is not valid until approved by the Board of Education.

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [MUSD KGEM MOU 2021-22.pdf](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MONROVIA UNIFIED SCHOOL DISTRICT AND
COMMUNITY MEDIA OF THE FOOTHILLS

This Memorandum of Understanding (MOU) is entered into by the above parties and shall commence on **July 1, 2021** and continue through **June 30 2022**. Either party, however, may modify, amend, or terminate this MOU with thirty (30) days written notice.

The purpose of this agreement is to identify and stipulate the type and extent of services to be provided between **Monrovia Unified School District (District)** and **Community Media of the Foothills (Organization)**. The District and Organization may individually be referred to as “Party” and collectively as “Parties.”

I. Goal

The goal is to provide the Organization with financial compensation in exchange for providing filming and broadcast services of the Board of Education meetings.

II. District Obligations

1. District will provide to the Organization, \$350.00 for each District Board of Education meeting and \$150.00 for each special meeting such as a Study Session occurring before regular meetings, to be paid on a monthly basis upon receipt of invoice from Organization.
2. District will provide to the Organization, fast internet service both for broadcasting District Board of Education meetings.
3. District and Organization will mutually explore opportunities to provide training experiences for students.
4. District shall provide and maintain all broadcasting and internet connectivity equipment required in the District meeting room located at 325 E Huntington Dr, Monrovia, CA 91016

III. Organization Obligations

1. Organization will provide a camera operator to broadcast live and record for replay and archive purposes the District Board of Education meetings on KGEM-TV, in rotation on KGOV-TV and on YouTube. (Spectrum Cable and Giggle Fiber in Monrovia. The cable feed is reliant upon Giggle Fiber's technical service as a community service.)
2. Organization will archive new District meetings online, with access through the District website. Meetings will be archived online within 72 hours of shooting.
3. Organization will shoot, edit and broadcast no more than 3 public service announcements annually for District at no additional cost. (A public service announcement is usually under a minute, shot in one location, either in the studio or local location with basic titles and editing. The public service announcement includes but is not limited to, behind the scenes at a theater rehearsal, inviting residents to attend an upcoming play or school event.)
4. Organization will provide District with suggestions on maintenance requirements for broadcast equipment owned by the District, present in the District meeting room located at 325 E Huntington Dr, Monrovia, CA 91016.

IV. Indemnification

Organization shall indemnify, hold harmless, save and defend District and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the operations of the Organization thereof to the extent such are occasioned by any act or omission of Organization, their officers, agents, contractors, providers, or employees.

I. Insurance

Organization shall at all times during the term of this MOU maintain in full force and effect a policy or policies of comprehensive general liability

insurance and automobile liability insurance reasonably sufficient to cover the Organization's obligations under this MOU, but in no event less than \$1,000,000. The District shall be named as an additional covered entity under such policy of insurance. Prior to the commencement of this MOU, the Organization shall supply a Certificate of Insurance and Additional Insured Endorsement to the District.

Organization shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers' Liability Insurance in a form and amount covering Organization's full liability under the Workers' Compensation Insurance and Safety Act of the State of California. Coverage shall provide the following

- a. Statutory limits per State of California
- b. Employers' Liability \$1,000,000 Each Accidents: \$1,000,000 Each Employee

XI. Notices

Any notices that any Party may desire to give to the other Party under this MOU must be in writing and may be given either by personal service; delivery by a reputable document delivery service or U.S. Postal Service to the addresses set forth below or at any other address as the Parties may later designate by Notice.

To District: Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, California 91016
 Attention: Katherine Fundukian Thorossian, Superintendent

To Organization: Community Media of the Foothills
 P.O. Box 227
 Monrovia, California 91017
 Attention: David Rene Palomares, Executive Director

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of June 24, 2021.

MONROVIA UNIFIED SCHOOL DISTRICT

Katherine Fundukian Thorossian, Superintendent

COMMUNITY MEDIA OF THE FOOTHILLS

David Rene Palomares, Executive Director

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

25. 20/21-5094 - DUES AND MEMBERSHIPS FOR 2021-22 SY

RECOMMENDATION

The Board of Education is requested to approve memberships for the 2021-22 school year for the organizations as listed.

Rationale:

Membership in the listed organizations provides (a) information on legislation and trends; (b) professional contacts; and (c) specific benefit to District programs.

Budget Implication (\$ Amount):

The estimated total cost of memberships is \$30,763, which details \$25,314 from General Funds, \$4,429 from Special Fund Accounts and \$1,020 from Adult Education, as listed in the attachment.

Additional Information:

Most membership invoices have not yet been received and are therefore "estimated" from prior year membership totals.

ATTACHMENTS

- [2021-22 Dues and Memberships.pdf](#)

Cost Analysis 2021/22 SY

Agenda Item

20/21-5094

June 23, 2021

General Fund Budget (unless otherwise specified):

Board of Education:

California School Boards Association (CSBA)	\$11,841
Monrovia Chamber of Commerce	\$845
Monrovia Coordinating Council	\$20

Human Resources:

Association of California School Administrators (ACSA)	\$1,779
Ed Join	\$837

Pupil Personnel Services:

National Association of School Nurses (NASN)	\$105
California School Nurses Organization	\$50

Business Services:

California Association of School Business Officials (CASBO)	\$240
California's Coalition for Adequate School Housing (CASH)	\$600
Association of California School Administrators (ACSA)	\$1,779
School Nutrition Association - Food Svcs. Fund	\$122
Certified School Risk Manager (CSRM)	\$55
Super Co-op Membership - Food Svcs. Fund	\$465

Technology Services:

Association of California School Administrators (ACSA)	\$1,779
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Monrovia High & Canyon Oaks/Mountain Park School Accounts:

Western Association of Schools and Colleges (WASC)	\$3,060
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Educational Services:

California League of Schools (CLS) - Title II	\$295
Ass. for Supervision and Curriculum Development (ASCD) - Title I	\$239
Cal. Assc. Of Administrators State & Fed Ed. Programs (CAASFEP) - Title I	\$110
Association of California School Administrators (ACSA)	\$1,779
Mystery Science - Title I	\$999
National Honor Society	\$385
Cal. Assoc. of School Counselors	\$85
American School Counselor Assoc.	\$129
San Gabriel Economic Partnership - CTEIG	\$1,575
Skills USA - CTEIG	\$570

Adult Education:

Western Association of Schools and Colleges (WASC)	\$1,020
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Total Dues and Memberships

\$30,763

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

26. 20/21-5096 - AGREEMENT WITH CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) FOR GAMUTONLINE SERVICES

RECOMMENDATION

The Board of Education is requested to approve an agreement with the California School Boards Association (CSBA) to provide access to the GamutOnline platform, receive training, and user support. Effective July 1, 2021 through June 30, 2022.

Rationale:

School districts throughout California, frequently utilize the California School Boards Association (CSBA) GamutOnline platform to adopt new and update existing Board policy based upon changing local, state and federal law. The GamutOnline platform provides detailed legislative updates as well as California Education Code necessary to keep District policies and practices up to date and in compliance with the law. This agreement will allow the District continued access to the web-based platform, as well as, provide training and support to users as needed. This agreement is effective July 1, 2021 through June 30, 2022, and shall renew annually, unless the District decides to terminate the contract.

Budget Implication (\$ Amount):

Total cost of this agreement is \$3,125.00 to paid from General Funds.

Additional Information:

The proposed agreement is attached.

ATTACHMENTS

- [GamutOnline Services Agreement 062321.pdf](#)

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Monrovia USD of Monrovia, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Monrovia USD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

6/2/2021
Date

Title

Date

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

1. 20/21-1126 -LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

RECOMMENDATION

The Board of Education is requested to adopt the Local Control Accountability Plan (LCAP).

Motion by _____, seconded by _____ Vote _____

Board Member Hammond_____, Board Member Gholar_____, Board Member Anderson_____,

Board Member Lockerbie_____, Board President Travanti_____

Rationale:

The LCAP is an important component of the Local Control Funding Formula (LCFF). Under the LCFF all LEAs are required to prepare a LCAP, which describes how districts intend to meet annual goals for all pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d). As part of this LCFF requirement, the three year Local Control Accountability Plan is to be reviewed and revised on an annual basis with the input of all stakeholders. The LCAP review was conducted as part of the District's Strategic Planning team, utilizing surveys and stakeholder input. Funding for our unduplicated pupils is contingent upon the annual review and approval process of the LCAP. The public hearing to discuss the plan was held at the June 10, 2021 Board meeting.

Budget Implication (\$ Amount):

There will be an increase from the 2020-21 allocation in the amount of \$467,447 for 2021-22, for a revised total of \$6,816,086 in Supplemental and Concentration add-in funding for targeted subgroups, including English Learners (EL), Socioeconomically Disadvantaged (SED) / Free and Reduced-Lunch Price Meal Program (FRPM), and Foster Youth.

Legal References:

Education Code Sections 52060 - 52077.

Additional Information:

A copy of the Local Control Accountability Plan (LCAP) can be found in the Educational Services Department or online at www.monroviaschools.net.

ATTACHMENTS

- [BOP 2021-2022.pdf](#)
- [LCAP Presentation for Board Meeting - 20210604.pdf](#)

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Monrovia Unified School District

CDS Code: 1964790

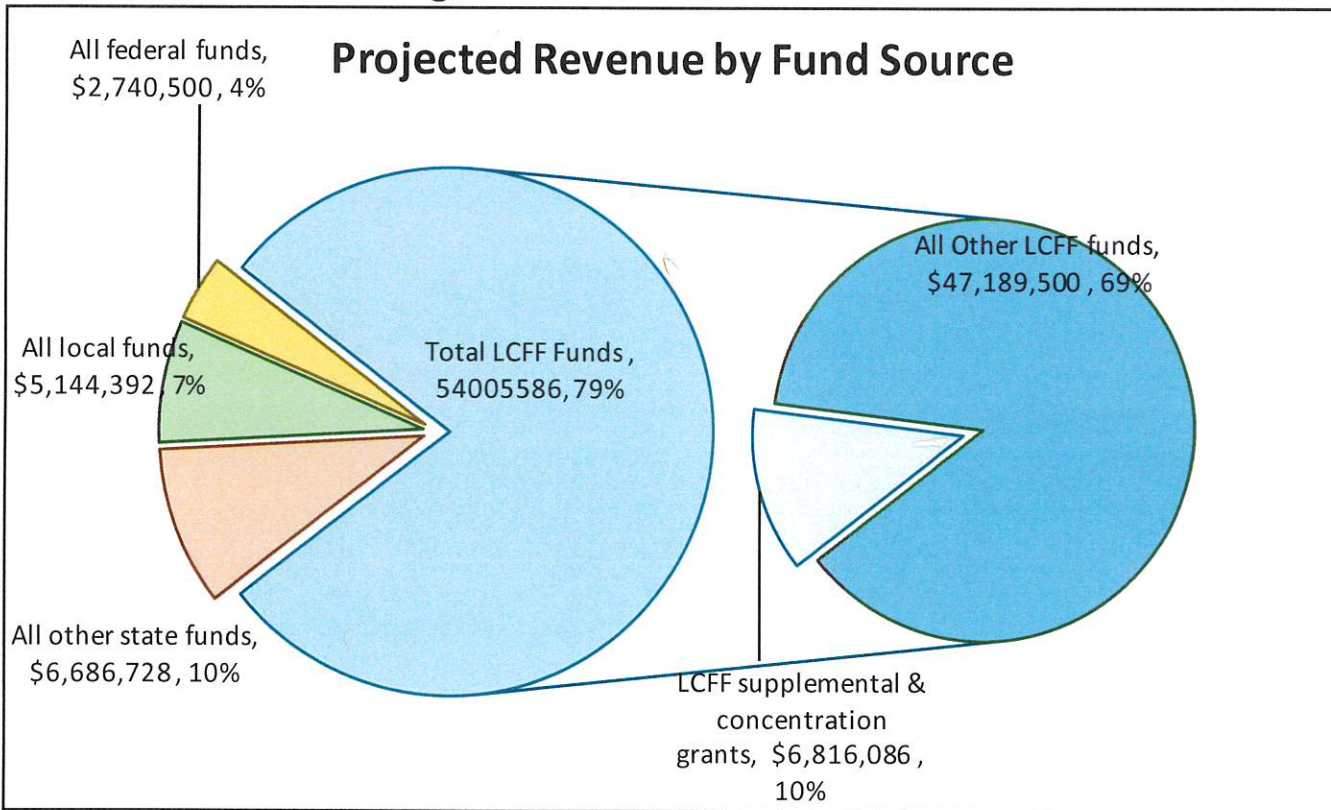
School Year: 2021 – 22

LEA contact information: Sue Kaiser skaiser@monroviaschools.net (626) 471-2030

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021 – 22 School Year

Projected Revenue by Fund Source

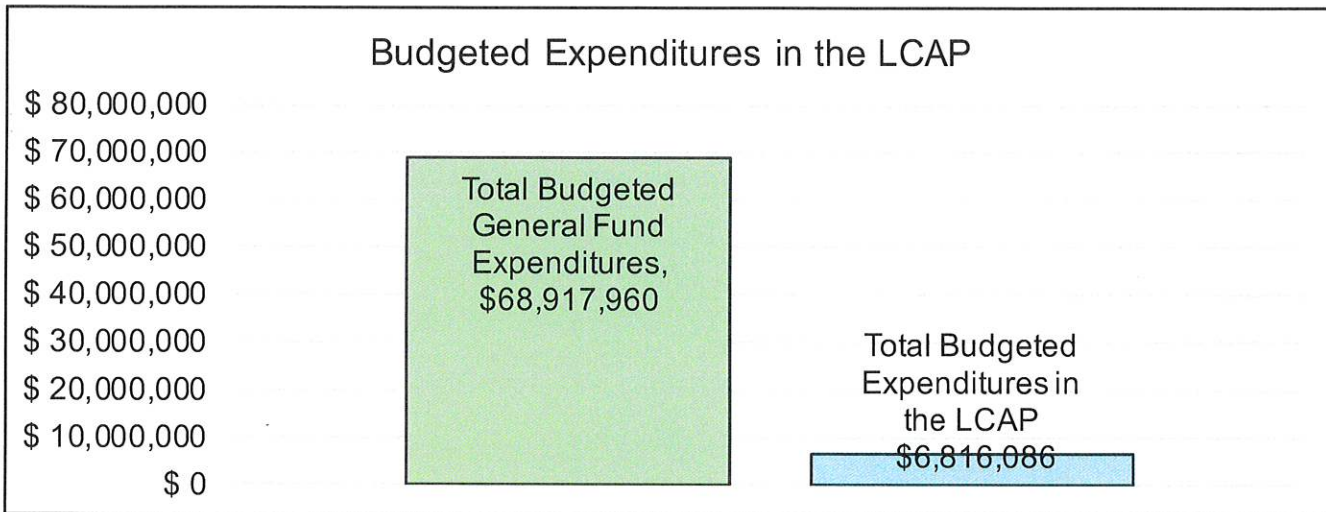


This chart shows the total general purpose revenue Monrovia Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Monrovia Unified School District is \$68,577,206.00, of which \$54,005,586.00 is Local Control Funding Formula (LCFF), \$6,686,728.00 is other state funds, \$5,144,392.00 is local funds, and \$2,740,500.00 is federal funds. Of the \$54,005,586.00 in LCFF Funds, \$6,816,086.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

LCFF Budget Overview for Parents



This chart provides a quick summary of how much Monrovia Unified School District plans to spend for 2021 – 22. It shows how much of the total is tied to planned actions and services in the LCAP.

Monrovia Unified School District plans to spend \$68,917,960.00 for the 2021 – 22 school year. Of that amount \$6,816,086.00 is tied to actions/services in the LCAP and \$62,101,874.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

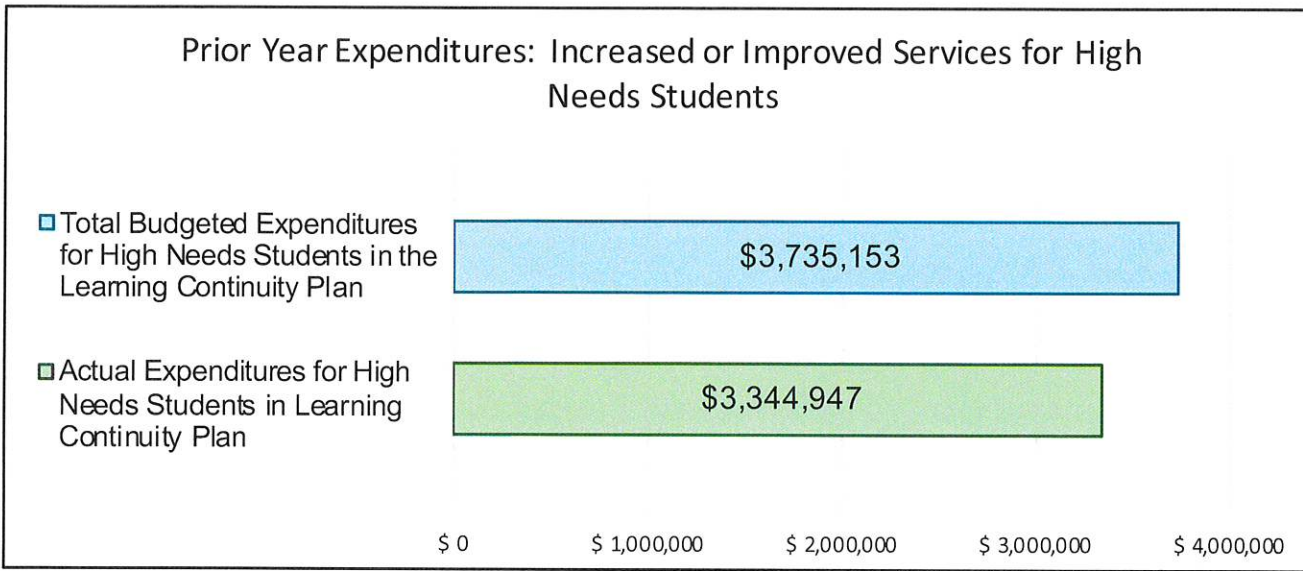
The most significant general fund expenditures not included in the LCAP are primarily related to the salaries administrators, certificated staff, classified staff, paraeducators and support staff and expenditures that are not funded through LCFF and not specific to the goals, actions, and services in the LCAP. In addition, these may include expenditures such as school facilities and maintenance that involves staffing, equipment, repair, and contracts. Other general fund expenditures are related to school programs, general overhead, such as gas, water, electricity, and other operational costs of the district.

Increased or Improved Services for High Needs Students in the LCAP for the 2021 – 22 School Year

In 2021 – 22, Monrovia Unified School District is projecting it will receive \$6,816,086.00 based on the enrollment of foster youth, English learner, and low-income students. Monrovia Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Monrovia Unified School District plans to spend \$6,816,086.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020 – 21



This chart compares what Monrovia Unified School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Monrovia Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020 – 21, Monrovia Unified School District's Learning Continuity Plan budgeted \$3,735,153.00 for planned actions to increase or improve services for high needs students. Monrovia Unified School District actually spent \$3,344,947.00 for actions to increase or improve services for high needs students in 2020 – 21. The difference between the budgeted and actual expenditures of \$390,206.00 had the following impact on Monrovia Unified School District's ability to increase or improve services for high needs students:

The actual expenditures were less than the budgeted expenditures due to the pandemic and the Stay at Home order from the governor. The loss of various other support services that were affected by the pandemic had a negative impact on our students. We did see decreases in many of the various data points we use to analyze students' progress. We suspended much of our teacher collaboration and professional development during the spring. We also saw some troubling trends in our students' mental health and well-being during the spring that we are currently working hard to improve.

Local Control and Accountability Plan (LCAP)

Changes to the Annual MUSD LCAP Budget

Annual Update

Review of Finances and
Plans from 2019-2020

Budget Overview

Summary of the Budgeted Funds
for 2020-2021

LCAP 2021-2024

3 BIG Goals-No Changes

1. High Academic Achievement
2. 3rd Grade Literacy
3. Increased Student Engagement

1. High Academic Achievement

\$4.3 Million budgeted

→ People

\$1,200,000

→ Programs

\$2,400,000

→ Site Funds

\$700,000

People

- **Instructional Coaches**
- **Data Specialist**
- **MHS Wellness Center Coordinator**

Programs

- iCoach
- Professional Development for All Staff
- English, Math, and EL Intervention
- Advanced Placement and AVID
- Technology supports and Science supplemental materials
- Intervention and Opportunity Summer School

Site Funds

- **Site Supplemental and Concentration funds as distributed in Single Plan for Student Achievement**

1. High Academic Achievement

\$3.9 Million to \$4.3 Million

→ **People**

\$1,100,000 to \$1,200,000

→ **Programs**

\$2,100,000 to \$2,400,000

→ **Site Funds**

\$700,000 to \$700,000

2. 3rd Grade Literacy

\$252,000 budgeted

→ **People**

\$157,000

→ **Programs**

\$95,000

People

- **Elementary Interventionists**

Programs

- Dual Immersion
- Intervention
- Math Specific training and program development

2. 3rd Grade Literacy

\$255,000 to \$252,000

→ People

\$225,000 to \$157,000

→ Programs

\$30,000 to \$95,000

3. Increased Student Engagement

\$2.3 Million budgeted

→ People

\$1,560,000

→ Programs

\$740,000

People

- College, Career, Counselor Director and support staff
- MHS counselors
- Elementary Counselor
- School Resource Officer
- Student Support Services Director and Support Staff
- Performing Arts Director and Support Staff
- MHS Administrators
- Ed Services Director and Support Staff

Programs

- **CTE Pathways, Marketing/Publicity, Coding**
- **iCoach**
- **Technology**
- **Positive Behavior Intervention Support**
- **Student Engagement**

3. Increased Student Engagement

\$2.1 Million to \$2.3 Million

→ People

\$1,500,000 to \$1,560,000

→ Programs

\$600,000 to \$740,000



Where the money will be spent in 2021-2022

People

\$2,700,000 up to
\$2,917,000

Programs

\$2,600,000 up to
\$3,235,000

Site Funds

\$700,000 stays
at \$700,000

Question and Answer Time

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

2. 20/21-1129 - KAPLAN SAT PREPARATION SUMMER COURSE

RECOMMENDATION

The Board of Education is requested to approve the Educational Master Services Agreement between Kaplan North America, LLC, and Monrovia Unified School District, effective June 24, 2021, for SAT preparation provided during summer 2021.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,

Board Member Lockerbie____, Board President Travanti____

Rationale:

Kaplan SAT preparation courses prepare students to perform on the Scholastic Aptitude Test (SAT) in preparation for pursuing their college dreams. The online course will provide up to 30 rising seniors with 18 hours of live, online instruction on SAT test strategies and content review, 16 hours of additional video content via the Kaplan SAT channel, 8 practice tests including 4 official College Board exams, a question bank with more than 1,000 test-like questions, and a set of 4 SAT prep books mailed to the student's home prior to the start of the course. The courses will be taught by experienced Kaplan instructors and will be available in two different sessions that prepare students for the August and October SAT administration.

Background:

Kaplan, Inc. is an American for-profit corporation that provides educational services to colleges and universities and corporations and businesses, including higher education programs, professional training and certifications, test preparation, and student support services.

Budget Implication (\$ Amount):

The per student cost to the district is \$299. The cost for 30 students will be \$9,000 funded from the Extended Learning Opportunity Grant.

Legal References:

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

ATTACHMENTS

- [KAPLAN Agreement - 20210623.pdf](#)



EDUCATIONAL MASTER SERVICES AGREEMENT

This Educational Master Services Agreement (this "Agreement") is made effective June 24, 2021 (the "Effective Date") between Kaplan North America, LLC ("Kaplan") and Monrovia Unified School District, with a mailing address of 325 E Huntington Drive, Monrovia, CA 91016 ("School"), each a "Party" and collectively, the "Parties".

For good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Program Delivery.**

- a. Kaplan shall provide the products and services (collectively, "Programs") in accordance with a statement of work made pursuant to this Agreement ("SOW").
- b. A "Designated Student" is a current student of School that School designates for participation in a Program in an applicable SOW and that meets any eligibility requirements set forth in the applicable SOW, except as otherwise noted in the applicable SOW ("Eligibility Requirements"). Any deadline for Designated Students to begin or end Programs shall be identified in the SOW ("Program Deadlines"). Programs may have access periods during which Students shall have access to a Program's digital or other assets ("Access Period").
- c. "Class" means the delivery of a Program by Kaplan to a single cohort of students and usually has a start date and schedule; Classes may be delivered in person, on campus ("Live Classes"), or online ("Live Online Classes"). Programs set forth in an applicable SOW shall be delivered to Designated Students.
- d. For the Programs set forth in an applicable SOW, School shall submit roster information (full name, email address and Class Code) selected from Kaplan's website [www.kaptest.com]. "Standard Programs" are Kaplan's regularly scheduled and advertised, retail Classes and Programs. "Custom Programs" are Live or Live Online Classes that are formed specifically for School's Designated Students or is otherwise not available on kaptest.com (a "Custom Program"). School may inquire about scheduling a Custom Program with Kaplan at which time a separate Custom Program SOW shall be provided with delivery details, minimum class requirements and cost. Kaplan shall work with School to accommodate School's requested start date & schedule, however all scheduling decisions shall be made by Kaplan based on teacher availability and other reasonable considerations. Kaplan shall have sole discretion to postpone or cancel delivery of a Class. If School executes a Custom Program SOW for a Live Class at the School, School shall provide reasonable, safe, well maintained and appropriate facilities for the Custom Program at no cost to Kaplan. School shall be solely responsible for the security, management and safety of the facility.
- e. The deadline for submitting roster information ("Roster Deadline") for any Live or Live Online Class shall be 14 days prior to the first session of the Class unless otherwise indicated in the applicable SOW. Once the Roster Deadline has passed the Roster becomes a "Final Roster." It is within Kaplan's sole discretion whether to add or delete Designated Students to or from a Final Roster when School makes designations after the Roster

Deadline.

- f. Kaplan reserves the right to make changes to and/or discontinue Programs in its discretion at any time. If Kaplan discontinues a Program after submission of a Roster, Kaplan shall refund School any Program Fees paid pursuant to that Roster for the discontinued Program.
- g. Kaplan shall deliver Programs in a professional and workmanlike manner. Staffing of Classes is within Kaplan's sole discretion. SOWs may not be amended except in a writing signed by both Parties. Any conflict between this Agreement and any SOW shall be resolved in favor of the applicable SOW.

2. Program Fees & Invoices.

- a. "Program Fees," including the fee per Designated Student ("Tuition") and any applicable "Guarantee," shall be set forth in the applicable SOW. Except as provided in the applicable SOW, Kaplan shall invoice on the basis of Final Rosters, and School shall pay all invoiced amounts ("School Pay"). School shall pay all Program Fees and School shall make full payment in US dollars to Kaplan within 30 days from the date of invoice. Program Fees are non-refundable, except for discontinued Programs and cancelled Classes. Unless otherwise provided in the applicable SOW, if School collects any money from Students to participate in the Program, such amount may not exceed the Tuition and School may not offer discounts, rebates, scholarships or other promotions without the prior written consent of Kaplan. Notwithstanding the foregoing, if the applicable SOW provides that Designated Students and not School shall be responsible for payment of Tuition to Kaplan ("Student Pay") Kaplan shall have no obligations to School or to Designated Students in connection with Students who have not paid Tuition in full to Kaplan prior to the first Class and/or the beginning of the Access Period.
- b. School agrees that the only agreement between the Parties concerning Programs is the Agreement and School represents and warrants that it shall not assert any position to the contrary or assert that any purchase order is binding upon Kaplan except as otherwise agreed by the Parties in the applicable SOW(s).

3. **Term & Termination:** The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either Party upon 30 days written notice. Such termination shall only become effective when the Parties have performed all of their obligations under any SOW under this Agreement. Either Party may also terminate this Agreement and any SOW if thirty (30) days after giving the other Party written notice of a material breach of this Agreement the breaching Party fails to cure the breach. If School terminates an SOW in the absence of a material breach by Kaplan of this Agreement or of that SOW, School shall remain obligated to pay Tuition for Designated Students identified in any Roster and School shall be obligated to pay any Guarantee under that SOW. Kaplan shall cease all services as of the effective date of termination.

4. **Indemnification.** Each Party assumes liability for, and agrees to indemnify, protect, defend, save and hold harmless the other Party, and all of its parent and subsidiary companies and each of their respective agents, officers and employees, from and against any and all third party liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called "**Claims**") which may arise at any time (whether during the Term or thereafter) as a result of the indemnifying Party's breach of this Agreement, violation of any applicable laws or regulations, or other acts or omissions. In the event a Claim arises from both Parties' acts or omissions in implementing its obligations of the

Agreement, each Party shall indemnify the other to the extent its acts or omissions contributed to the Claim.

5. Intellectual Property.

- a. "Kaplan IP" means the Programs and all books, questions, answers, explanations, videos, animations, simulations, handouts, audio and video recordings (including of lectures), curricula, teacher's guides and other content and materials, and all derivative works thereof, used in the Program or to which School or Students have access to by virtue of this Agreement or any SOW thereto, (collectively, "Content"); all technology, and software used in the delivery of Programs; all know how, methods and processes incorporated in Programs; and all Kaplan trademarks and logos. All Kaplan IP is and shall remain the sole and exclusive property of Kaplan and its licensors. School acknowledges that this Agreement does not confer upon School any interest in or right to use any Kaplan IP other than as expressly provided in this Agreement or in any applicable SOW. Kaplan IP may be accessed or delivered online or through mobile applications ("Digital Assets").
- b. Each Designated Student receives a personal, non-exclusive, non-assignable, non-sublicenseable license to access Digital Assets during the Program. It is prohibited for Designated Students to share their access credentials (e.g., username and password) to Digital Assets ("Access Credentials") or share other Content.

6. Reps & Warranties. Kaplan represents and warrants that (a) it has the authority to enter into this Agreement and to deliver Programs and (b) Programs shall not violate the intellectual property of any third parties. School represents and warrants that it has obtained any necessary consents to share Student Information with Kaplan and for Kaplan to use such Personal Information in the performance of this Agreement.

7. EXCEPT AS OTHERWISE PROVIDED HEREIN, PROGRAMS ARE PROVIDED "AS IS" AND KAPLAN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL KAPLAN BE LIABLE TO SCHOOL FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF KAPLAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT IS KAPLAN LIABLE TO SCHOOL FOR DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID BY SCHOOL TO KAPLAN.

8. Force Majeure. Neither party is liable to the other for any delay or failure to perform an obligation under this Agreement if the delay or failure to perform is due to causes beyond the control of that party, including, but not limited to, acts of nature; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia; fires; riots; Internet infrastructure failures; hacker attacks; floods; epidemics; quarantine restrictions; strikes or any other labor disputes; and freight embargoes.

9. Taxes: Each Party shall be responsible for its own taxes. School shall be responsible for any taxes, VAT, levies or other duties, (collectively, "Taxes") imposed by relevant taxation authorities or other governmental agencies for School's receipt of Tuition. School may not make any deductions from Payments.

10. Governing Law & Forum Selection. This Agreement and any SOW shall be governed by New York law. All disputes arising from or related to this Agreement shall be exclusively litigated in the State and Federal courts located in New York City.

- 11. **Counterparts.** This Agreement may be executed in any number of counterparts.
- 12. **Independent Contractor Status.** The relationship between Kaplan and School is as independent contractors. Neither Party shall have the right to obligate or bind the other Party in any manner whatsoever.
- 13. **Assignment & Modification.** Neither Party may assign any rights or obligations under this Agreement unless approved in writing by the other Party. Any modification of or amendment to this Agreement will be effective only if it is in writing signed by both Parties.
- 14. **Invalidity.** Any provision of this Agreement found to be invalid, unenforceable, or prohibited by law will be ineffective only to the extent of such invalidity, unenforceability, or prohibition without invalidating the rest of this Agreement.
- 15. **Entire Agreement & No Waiver.** This Agreement and its SOWs set forth the entire understanding of the Parties with respect to the subject matter herein. No waiver of any breach or default will be deemed a waiver of any preceding or subsequent breach or default whether of a similar or dissimilar nature.

AGREED:

Monrovia Unified School District

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

Kaplan North America, LLC

By: _____ Date: _____
 Name: Megan Dusenbery Title: SVP, Institutional Sales and Partnerships

SOW # 1

This Statement of Work Number One ("SOW #1") is made pursuant to and is incorporated into the Educational Services Agreement (the "Agreement") between Kaplan North America, LLC and Monrovia Unified School District ("School") on or about June 24, 2021. This SOW #1 shall be effective when signed by both Parties ("SOW # 1 Effective Date"). Terms that are defined in the Agreement shall have the same meaning in this SOW#1 unless otherwise stated herein. The Parties agree as follows:

1) Standard Programs: SAT Prep – Live Online

- SAT Prep includes:
 - 18 hours of live instruction
 - 1 live proctored practice test + 3 more practice tests for students to take on their own (video proctoring available)
 - 4 Official College Board tests
 - Online Quiz Bank; up to 16 hours of unique video content on *The SAT Channel*; and up to 8 hours of supplemental, on-demand lessons
 - Prep books for the SAT
 - Access to online assets upon enrollment, duration for a minimum of 6 months from first class session

a) Tuition per Designated Student shall be:

SAT Prep – Live Online	\$299.00
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- b) Roster Deadline: The deadline shall be 14 days prior to the first session of the Class. Once the Roster Deadline has passed the Roster becomes a "Final Roster." It is within Kaplan’s sole discretion whether to add or delete Designated Students to or from a Final Roster when School makes designations after the Roster Deadline.
- c) Payment Method: School shall pay all Tuition and School shall make full payment in US dollars to Kaplan within 30 days from the date of invoice.

2) Program Deadlines: Rosters for Standard Programs will be accepted through June 1, 2022.

3) Rosters should be submitted to: Christine Lilley (christine.lilley@kaplan.com)

4) **INITIAL ONE** of the following:

- a) _____ School will not issue a Purchase Order and make payment solely based on the terms of this SOW.
- b) _____ School will issue Purchase Orders(s) expressly referencing the Agreement and this SOW and such PO(s) shall be incorporated in this SOW except to the extent that any PO term or condition is inconsistent with the Agreement or this SOW. POs must be received by the following deadlines: 4 weeks prior to the first class session for Live or Live Online Classes; 2 weeks prior to the Access Period start date for any Program other than a Live or Live Online Class.

Monrovia Unified School District

By: _____ Date: _____

Name: _____ Title: _____

Kaplan North America, LLC

By: _____ Date: _____

Name: Megan Dusenbery Title: SVP, Institutional Sales and Partnerships

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

3. 20/21-2157 - RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT FOR 2021-22 SY

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2021-19 to approve the use of Education Protection Account (EPA) funds for the 2021-22 fiscal year.

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

Rationale:

Proposition 30, as amended by Proposition 55, requires the District's Governing Board to determine the use of EPA funds in an open session of a public meeting.

Background:

Proposition 30 was approved by voters on November 6, 2012. It instituted temporary increases in the personal income tax for high earners, and in the State sales tax. Proposition 55 was approved by voters on November 8, 2016. It extended the personal income tax increase for high earners through 2030. The funds collected from these tax increases are deposited by the State to the EPA, for distribution to local school districts. The Monrovia Unified School District is projected to receive 2021-22 EPA funds of \$6,578,657, to be distributed quarterly. Funds distributed to local school districts from the EPA will be offset dollar for dollar by a decrease in State Local Control Funding Formula Revenue. Therefore, EPA funding does not represent any additional revenue to the District. Proposition 30 and Proposition 55 require the District's Governing Board to determine the use of EPA funds in an open session of a public meeting. Because EPA funding is not additional revenue to the District, these funds will be used to support District current operations. EPA funds are proposed to be designated to pay for existing teacher salaries and benefits.

Budget Implication (\$ Amount):

There is no additional income to the District.

Legal References:

California Constitution Article XIII, Section 36(e)(6) – "A ... school district ... shall have sole authority to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided, however, that the appropriate governing board or body shall make these spending determinations in open session of a public meeting of the governing board or body".

Additional Information:

A copy of the Resolution is attached.

ATTACHMENTS

- [EPA Resolution - 2021-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021-19

RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT FOR 2021-22

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the Incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, the Monrovia Unified School District shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, the Monrovia Unified School District shall annually publish on its internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of the Monrovia Unified School District shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by the Monrovia Unified School District to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36

NOW, THEREFORE, BE IT RESOLVED;

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Monrovia Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Monrovia Unified School District has determined to spend the monies received from the Education Protection Act to pay for existing teacher salaries and benefits.

Date: June 23, 2021

BOARD OF EDUCATION:

Maritza Travanti, President

Selene Lockerbie, Vice President

Traci Gholar, Clerk

Rob Hammond, Member

Jennifer Anderson, Member

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

4. 20/21-2158 - RESOLUTION TO AUTHORIZE TEMPORARY INTER-FUND CASH BORROWING

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2021-20 to authorize the temporary borrowing of cash between District funds for the 2021-22 fiscal year.

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

Rationale:

The Board of Education has the authority to direct the temporary transfer of moneys between District funds to ensure the timely payment of district obligations.

Background:

The various District funds receive cash apportionments from different sources and on different schedules. Revenues for some District funds may potentially be received after budgeted expenditures have been made. Each District fund is required to maintain a positive cash balance at all times. To ensure that each District fund maintains a positive cash balance, moneys may be shifted between funds during the year. Any required inter-fund borrowing must be approved in advance by the Board of Education. The attached "Cash Borrowing Resolution" is being presented for Board approval to allow for the timely transfer of monies between funds should it be necessary during the 2021-22 fiscal year. Any amounts borrowed will be repaid in the 2021-22 fiscal year, or possibly in the 2022-23 fiscal year if the borrowing takes place after March 2, 2022.

Budget Implication (\$ Amount):

There is no cost to the District for temporary inter-fund borrowing.

Legal References:

Government Code Section 42603 – "The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations."

Additional Information:

A copy of the Resolution is attached.

ATTACHMENTS

- [Resolution To Authorize Inter-Fund Borrowing.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021-20

CASH BORROWING RESOLUTION
Temporary Inter-fund Cash Borrowing

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, temporary transfer of cash between district funds is permitted by Education Code Section 42603, and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: \$4 million.
2. For fiscal year 2021-22 only.
3. Amount shall not exceed 85 percent of any moneys held in any fund.
4. Funds borrowed shall not be available for appropriation or considered income to the borrowing fund.
5. Borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year. The amounts borrowed shall be repaid either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Monrovia Unified School District hereby authorizes the borrowing of cash between all of the District funds.

Date: June 23, 2021

BOARD OF EDUCATION:

Maritza Travanti, President

Selene Lockerbie, Vice President

Traci Gholar, Clerk

Rob Hammond, Member

Jennifer Anderson, Member

Katherine F. Thorossian, Superintendent
and Secretary of the Board

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

5. 20/21-2159 - RESOLUTION TO AUTHORIZE TEMPORARY TRANSFERS OF FUNDS FROM THE LOS ANGELES COUNTY TREASURER

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2021-21 to authorize the temporary transfer of funds from the Los Angeles County Treasurer for the 2021-22 fiscal year.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond_____, Board Member Gholar_____, Board Member Anderson_____,
Board Member Lockerbie_____, Board President Travanti_____

Rationale:

The Board of Education has the authority to direct the temporary transfer of funds from the Los Angeles County Treasurer to ensure the timely payment of district financial obligations.

Background:

The various District funds receive cash apportionments from different sources and on different schedules. Revenues for some District funds may potentially be received after budgeted expenditures have been made. Each District fund is required to maintain a positive cash balance at all times. The District's General Fund or other funds could potentially require additional cash on a temporary basis to meet its payment obligations. Should not enough cash be available in all district funds combined to permit sufficient inter-fund cash borrowing, the Los Angeles County Treasurer is authorized to temporarily transfer moneys to the District. The Los Angeles County Office of Education recommends that Districts have this authorization in place in the event that a temporary transfer of funds from the Los Angeles County Treasurer becomes necessary.

Budget Implication (\$ Amount):

There is no cost to the district for temporary transfers of funds from the Los Angeles County Treasurer to the District.

Legal References:

Article XVI, Section 6, of the California Constitution.

Additional Information:

A copy of the Resolution is attached.

ATTACHMENTS

- [Resolution To Authorize Borrowing From The L.A. County Treasurer.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2021-21

CASH BORROWING RESOLUTION
Temporary Transfers from the School Pools Fund Maintained by the
Los Angeles County Treasurer

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, Article XVI, Section 6, of the California Constitution allows for borrowing from the School Pools Fund maintained by the Los Angeles County Treasurer (Treasurer), and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorized borrowing: \$4 million.
2. For fiscal year 2021-22 only.
3. Shall not exceed 85 percent of the anticipated revenues accruing to the district.
4. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
5. Shall be repaid from revenues accruing to the district before any other obligation of the district is met from such revenue.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Monrovia Unified School District hereby authorizes the Treasurer to make temporary transfers of funds.

Date: June 23, 2021

BOARD OF EDUCATION:

Maritza Travanti, President

Selene Lockerbie, Vice President

Traci Gholar, Clerk

Rob Hammond, Member

Jennifer Anderson, Member

Katherine F. Thorossian, Superintendent
and Secretary of the Board

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

6. 20/21-2160 - ADOPTED BUDGET FOR THE 2021-22 FISCAL YEAR

RECOMMENDATION

The Board of Education is requested approve the 2021-22 Adopted Budget for all district funds.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond_____, Board Member Gholar_____, Board Member Anderson_____,

Board Member Lockerbie_____, Board President Travanti_____

Rationale:

The Board of Education is required to adopt a budget prior to the beginning of the next fiscal year on or before July 1.

Background:

This proposed 2021-22 Adopted Budget was presented for a Public Hearing at the June 10, 2021 Board meeting. This budget incorporates the total K-12 education funding presented in the Governor's May Revised State budget, and all other information affecting the District's revenues and expenditures. The revenue budget includes proposed State Local Control Funding Formula (LCFF). The expenditure budget includes the spending plan for District goals and priorities included in the Local Control Accountability Plan (LCAP) presented for approval at this meeting. It also includes expenditure for projected LCFF Supplemental/Concentration add-on funding to increase and improve services for Low Income, English Learner and Foster Youth students, as described in the LCAP and required by the LCFF. The budget was prepared using State adopted criteria and standards.

Budget Implication (\$ Amount):

The Board Approved Adopted Budget will be uploaded to the PeopleSoft Financial System, and will be used to monitor revenues and expenditures of the District in fiscal year 2021-22. This budget reports a positive Ending Fund Balance for the General Fund and for all other funds in 2021-22, 2022-23 and 2023-24. The required 3% Budget Reserve for Economic Uncertainties is maintained in the General Fund in all three years. When the final State Budget is signed by the Governor, a Revised Budget will be presented to the Board for approval within 45 days. Other changes to this budget will be presented for Board approval throughout the year as circumstances dictate.

Legal References:

Education Code (EC) Section 42127 - "On or before July 1 of each year, the governing board of each school district shall ... adopt a budget." EC Section 33127 – "The [State] shall develop ... standards and criteria ... to be used by local educational

agencies in the development of annual budgets and the management of subsequent expenditures from that budget.”

Additional Information:

The attached Proposed Adopted Budget Report begins with a budget overview and narrative detailing assumptions used in the development of the Unrestricted General Fund Budget, the Restricted General Fund Budget, and the Unrestricted General Fund Three Year Projection. The narrative provides an analysis of the District's General Fund Assigned and Unassigned Ending Fund Balances in relation to the Required 3% Reserve for Economic Uncertainty for the budget year and the two subsequent years. A narrative is also provided for all other funds of the District. Following the narrative are: • An Enrollment and Attendance analysis • A Multi-Year Projection of the Unrestricted General Fund Budget • A 2021-22 Combined General Fund Budget • A summary by major object of the 2020-21 Estimated Actuals and the 2021-22 Budget for all other district funds The last report is the complete budget in the State-prescribed SACS Financial Reporting Software, including the Certifications and a review of District compliance with State Criteria and Standards.

ATTACHMENTS

- [Board Narrative 06-23-21 - Adopted Budget.docx](#)

MONROVIA UNIFIED SCHOOL DISTRICT
2021-22 PROPOSED ADOPTED BUDGET

OVERVIEW

The Proposed Adopted Budget for 2021-22 incorporates the information included in the State’s May Budget Revision. The budget includes:

- A Cost of Living Adjustment (COLA) of 5.07% applied to the Local Control Funding Formula (LCFF) for 2021-22
- Increases in the employer contribution rate to the State Teachers’ Retirement System (CalSTRS) in 2021-22 and 2022-23
- Increases in the employer contribution rate to the California Public Employees’ Retirement System (CalPERS) in each of the next 3 years
- Expenditures for the District goals included in the Local Control Accountability Plan (LCAP)
- All adjustments for personnel changes, benefit rate variations and all other known changes to the District Budget

2020-21

The 2020-21 Estimated Actuals Budget is updated with all known changes and corrections since the Second Interim Budget as presented at the March 10, 2021 Board meeting.

2021-22

The Governor’s May Budget Revision released on May 14th included an increase in the 2021-22 LCFF COLA, from 3.84% to a “Mega-COLA” of 5.07%.

The 2021-22 Proposed Adopted Budget projects Unrestricted Revenue of \$55,124,325. This includes LCFF revenue of \$54,005,586 less \$250,000 transferred to the Adult Education Fund. Approximately \$6.8 million of this amount is Supplemental and Concentration Grant (S & C) funding that must be used for increased services for low income, English learner and foster youth students. The expenditure plan for how the S&C Grant funding will be spent is in the District’s LCAP, which is also presented for a Public Hearing at this Board meeting.

2021-22 PROPOSED ADOPTED BUDGET

2021-22 Unrestricted Expenditures increase by \$4,676,495 over 2020-21 to a total of \$46,109,643. This substantial Unrestricted expenditure increase includes a return to a typical level of expenditures in 2021-22. Expenditures in 2020-21 for extra hours, open positions, transportation expenses, and utility costs during the COVID-19 pandemic were reduced below normal. Other factors contributing to the increase in 2021-22 Unrestricted expenditures are:

- Increases in CalPERS, CalSTRS and State Unemployment Insurance (SUI) rates in 2021-22
- 2020-21 expenditures paid with Restricted COVID-19 relief funding
- Increased 2021-22 S&C expenditures for increased S&C revenue
- 2020-21 S & C funds not spent and carried forward

The budget includes expenditures to implement the goals described in the District's LCAP.

Multi-Year Projection

The Multi-Year Budget Projection includes increases in LCFF funding for projected COLAs in 2022-23 and 2023-24.

This budget report presents a positive Ending Fund Balance for all funds of the district in 2021-22, 2022-23 and 2023-24. The State required Budget Reserve for Economic Uncertainties of 3% is maintained in the General Fund in all three years.

The multi-year budget projection is based on the following assumptions:

- A "Mega-COLA" of 5.07% for 2021-22, an increase from the 3.84% COLA projected in the Governor's January budget
- COLAs of 2.48% for 2022-23 and 3.11% for 2023-24
- Special Education funding is proposed to receive a 2021-22 COLA of 4.05%
- Other programs will receive the 1.7% statutory COLA in 2021-22

2021-22 PROPOSED ADOPTED BUDGET

- Projected Census Day enrollment of 5,144 in 2021-22, 5,064 in 2022-23 and 4,989 in 2023-24
- Projected Period 2 Average Daily Attendance (P-2 ADA) of 4,879.96 in 2021-22, 4,804.96 in 2022-23 and 4,733.96 in 2023-24
- Unrestricted Lottery revenue of \$150.00 per ADA in all three years
- Restricted Lottery Revenue of \$49.00 per ADA in all years
- All previous budget adjustments and revisions approved by the Board of Education
- Interest earnings for each year reduced for the reduction in cash balance due to ongoing deficit spending
- Salary step and longevity increases and estimated column advances are included for all employees in 2021-22, 2022-23 and 2023-24
- A reduction of 4 teacher full-time equivalents (FTEs) in 2021-22 for a projected decrease in student enrollment
- A reduction of 2 teacher FTEs in 2022-23 for a projected decrease in student enrollment
- A reduction of 2 additional FTEs in 2023-24 for a projected decrease in student enrollment
- CalSTRS employer premium increases from 16.15% to 16.92% in 2021-22, and to 19.10% in 2022-23 and 2023-24
- CalPERS employer premium increases from 20.70% to 22.91% in 2021-22, 26.10% in 2022-23, and 27.10% in 2023-24
- Actual election costs of \$98,743 in 2020-21 and estimated election costs of \$120,000 in 2022-23

2021-22 PROPOSED ADOPTED BUDGET

Ending Fund Balances

In 2021-22, the Unrestricted General Fund Ending Fund Balance (EFB) is \$9,989,482 and minimum required 3% reserve is \$2,067,846. Out of the \$7,921,636 exceeding the minimum balance, \$220,000 is not spendable, \$2,802,000 is assigned/reserved and \$4,899,636 is unassigned and unappropriated. In 2022-23, the EFB is \$7,518,241 and minimum required 3% reserve is \$2,079,663. Out of \$5,438,578 exceeding minimum, \$220,000 is not spendable, \$2,802,000 is assigned/reserved and \$2,416,578 is unassigned and unappropriated. In 2023-24, the EFB is \$5,552,151 and minimum required 3% reserve is \$2,087,463. Out of \$3,464,688 exceeding minimum, \$220,000 is not spendable, \$2,802,000 is assigned/reserved and \$442,688 is unassigned and unappropriated.

For 2021-22 and continuing into 2022-23 and 2023-24, \$2,800,000 is reserved for carried over 2020-21 S & C funding, which is required to be used for increased services for low income, English learner and foster youth students. The unassigned and unappropriated reserves are maintained to cover planned future deficit spending. The unassigned and unappropriated balance at the end of 2023-24 is \$442,688.

Future Budget Developments

When the 2021-22 State Budget is adopted, any changes made to the above assumptions, as well as any other known changes, will be incorporated in the District's budget. Revisions to the Adopted Budget will be presented to the Board of Education within 45 days of the signing of the State Adopted Budget by the Governor.

2021-22 PROPOSED ADOPTED BUDGET

ADULT EDUCATION FUND

REVENUES:

Revenues are budgeted for the Adult Education Block Grant, Federal programs, student fees, and interest earnings. The Adult Education Fund is budgeted to receive a transfer of \$250,000 from the Unrestricted General Fund in 2021-22 to cover utilities and the Mountain Avenue Project Certificates of Participation (COP) payment.

EXPENDITURES:

Expenditure budgets have been adjusted for all known increases or decreases. Transfers to the Debt Service Fund for semi-annual COP have been budgeted.

FUND BALANCE:

The projected ending fund balance is \$410,812.

CHILD DEVELOPMENT CENTER FUND

REVENUES:

This fund records State and parent fee revenue for the State Preschool program and interest earned. Donations will be budgeted as received.

EXPENDITURES:

Expenditures are budgeted for operations of the Preschool program. Expenditure budgets have been adjusted for all known increases or decreases.

FUND BALANCE:

The projected Ending Fund Balance is \$199,638.

2021-22 PROPOSED ADOPTED BUDGET

FOOD SERVICES FUND

REVENUES:

The revenue projections include both Federal and State meal reimbursements, the Child and Adult Care Food Program. Also included is the continuation of the Seamless Summer Option for the entire 2021-22 school year, as authorized by a special United States Department of Agriculture (USDA) COVID-19 program waiver.

EXPENDITURES:

Budgeted expenditures for the Food Services Account are based on:

- Salary step and longevity increases and staff attrition
- Applicable employee benefit rate changes

FUND BALANCE:

Projected Unappropriated Reserve is \$870,163, or 29% of budgeted expenditures.

DEFERRED MAINTENANCE FUND

REVENUES:

Revenue in 2021-22 is interest earned on the fund balance.

EXPENDITURES:

Expenditures are budgeted for facilities repairs as needed.

FUND BALANCE:

The projected fund ending balance of \$309,512 will be budgeted as necessary for facility repairs, as well as emergency repairs approved by the Board.

2021-22 PROPOSED ADOPTED BUDGET

CAPITAL FACILITIES FUND #1 (DEVELOPER FEES)

REVENUES:

The Capital Facilities Fund receives its revenue from developer fees and interest earned. Building construction varies from year to year, and the 2021-22 revenue budget will be adjusted as developer fees are collected.

EXPENDITURES:

Funds received from developer fees must be expended on construction or reconstruction attributable to growth, and for the cost of developer fee collection. Expenditures will be budgeted for future construction or reconstruction attributable to growth.

FUND BALANCE:

The ending fund balance of \$1,920,525 will be used for construction projects.

SPECIAL RESERVE FUND (REDEVELOPMENT FUNDS)

REVENUES:

Funds received in the Special Reserve Fund are from the successor agency to the Monrovia Redevelopment Agency. Interest earnings are budgeted. No other revenue is budgeted pending the receipt of payment from County oversight board.

In 2017-18, the Special Reserve Fund advanced funds to the General Fund to facilitate the purchase of 5 buses. \$134,136 is budgeted for the third annual repayment of the advanced funds from the General Fund.

EXPENDITURES:

Expenditures are budgeted for construction of a block wall on the Canyon Oaks campus.

FUND BALANCE:

The projected fund ending balance of \$5,093,212 will be used for future District projects.

2021-22 PROPOSED ADOPTED BUDGET

DEBT SERVICE FUND (C.O.P. – MOUNTAIN AVENUE)

The Debt Service Fund was established in 1997-98 to retain a payment reserve from the proceeds of the Certificates of Participation (COP) sold that year to fund the Mountain Avenue project, and as a holding fund for the semi-annual COP debt service payments.

REVENUES:

No revenues are budgeted.

EXPENDITURES AND OTHER SOURCES:

Budgets are for Inter-fund Transfers In from the Unrestricted General Fund and the Adult Education fund, and for semi-annual debt service payments on the C.O.P.

FUND BALANCE:

The projected ending fund balance is zero.

FEE BASED FUND

In an effort to generate more revenue from various resources for the District, the Fee Based Fund was established in 2011-12. The funds include the revenues and expenditures for catering operations of the Food Services Department. Revenues and expenditures for the International Student Program and the Louise K. Taylor (LKT) Performing Arts Center were added in 2012-13.

REVENUES:

The revenue is generated from various programs: catering operations, show sales, rental income and donations from the LKT Performing Arts Center, and for interest earned.

EXPENDITURES:

Expenditures are budgeted for catering operations and for the LKT Performing Arts Center.

FUND BALANCE:

The projected ending fund balance of \$105,672 will be used for future costs of catering operations, the International Student Program and the LKT Performing Arts Center.

2021-22 PROPOSED ADOPTED BUDGET

SELF-INSURANCE FUND FOR WORKERS' COMPENSATION

The Self-Insurance Fund for Workers' Compensation was established in 2018-19. The fund contains the District's Workers' Compensation premium reserve transferred from the San Gabriel Valley Self Insurance Authority as a result of the dissolution of the JPA.

REVENUES:

Revenue is budgeted for interest earned on the fund balance.

EXPENDITURES:

Expenditures will be budgeted as needed.

FUND BALANCE:

The projected ending fund balance is \$998,432.

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

7. 20/21-2161 - AUTHORIZATION FOR SURPLUS SALE AND DISPOSAL OF MOTORIZED EQUIPMENT, COMMERCIAL CAFETERIA EQUIPMENT AND MISCELLANEOUS ITEMS

RECOMMENDATION

The Board of Education is requested to approve the District's surplus for sale and disposal of non-functional, damaged and obsolete items significantly past their life cycle date.

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

Rationale:

Board Policy 3270 authorizes the District to dispose of District-owned unusable and obsolete equipment.

Background:

District motorized, cafeteria and miscellaneous surplus equipment has been identified, categorized, assessed and deemed for sale and disposal. The cost to repair such items and bring them into compliance with modern operational and safety compliance mandates is more than their assessed current market value. The sale and disposal of surplus motorized equipment items significantly improves the operational layout area for maintenance, operations and transportation of District activities. This allows for facility staff to utilize their operational space in a more efficient manner to meet current and future needs. The sale and disposal of surplus cafeteria equipment and miscellaneous equipment in the Warehouse significantly improves storage space, product inventory accessibility and visibility placement and warehouse efficiency. The removal of surplus items ensures proper space layout planning and storage prioritization for District goods such as personal protective equipment allotments for staff and students to meet current and future storage needs. The sale and disposal of surplus goods supports best practices for risk management and operational efficiencies. The warehouse leads and manages the surplus process and operational actions in coordination with the Board approved commercial auction vendor. Any applicable surplus items with "Monrovia Unified School District Asset Tags" has been documented on the surplus list. The asset tag items have been removed from the current District asset inventory system and the physical asset tags removed from the item.

Budget Implication (\$ Amount):

The District will receive 60% of the gross receipts from the sale of the approved

surplus property via the Board approved commercial auction vendor, "TLC Auctions".

Legal References:

Board Policy - 3270 States that District owned equipment that is unusable, obsolete or no longer needed shall be identified by the Superintendent or designee. The Superintendent or designee shall provide the items estimated value and a recommendation that they be sold or disposed of by one of methods prescribed in law and administrative regulations with board approval. The Superintendent or designee shall arrange for the sale and disposal of these items.

Additional Information:

A copy of the vehicle and warehouse surplus lists are attached.

ATTACHMENTS

- [BA Item 2161\(b-c\) Authorization for Surplus Sale and Disposal of Various Equipment 6-23-21.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
VEHICLE SURPLUS 5/2021

#	User	Year	Make/ Model	VIN #	License #	Surplus
18	Painter	1982	Ford F350XL	1FDJF37Z1CRA15188	E998631	Engine seized/frozen. Trans clutches have no friction. Needs tires, and body work, paint.
23	Grounds	1991	Chevy Flat Bed	1GBJR33NXMF306844	E344898	Obsolete parts. Rusted, doors pushed in-body work, paint. Dashboard cracked & upholstery.
54	Grounds	1975	Ford 1-ton Stake	F37BRV87076	E652542	Steering mechanism-obsolete parts. Lift gate in-operative. Dashboard cracked, mirror missing, upholstery, headliner & floor boards to be replaced. Body work & paint.
15	Bus	1990	Wayne IHC Transit	1HVBAZRM3LH256519	E1068344	CHP will not certify
16	Bus	1987	Wayne Transit	1HVLNHGM6HH527277	E1068344	CHP will not certify
0	Surplus	N/A	Old Band Trailer	N/A	4BL6269	Replaced w/new trailer. Side paneling delaminating and separating. Needs four tires.
0	Surplus	N/A	Monrovia Reads	N/A	1271575	Book Program ended. Needs new battery.
<p style="text-align: center;">District mechanic has reviewed and assessed the surplus vehicles and it has been determined that the costs of repairs heavily outweighs the value of the vehicle and utilization of the vehicles.</p>						

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

8. 20/21-2162 - DECLARATION OF CAMERA EQUIPMENT SURPLUS AND AUTHORIZATION FOR SALE AND RECYCLING

RECOMMENDATION

The Board of Education is requested to approve the declaration of surplus property for camera equipment and related accessories, and authorization for sale and recycling.

Motion by _____, seconded by _____ Vote _____
Board Member Hammond_____, Board Member Gholar_____, Board Member Anderson_____,
Board Member Lockerbie_____, Board President Travanti_____

Rationale:

Approval of the declaration for surplus camera equipment and related accessories will allow for the removal, sale and recycling of the materials.

Background:

Over the years, the Photography Program has purchased various cameras for instruction. Equipment was originally purchased either through general fund or the Carl Perkins Vocational Educational Grant Fund. The cameras are obsolete and significantly past their lifecycle date. As a result, they do not meet current instructional and operational needs. Proceeds from the sale of the obsolete cameras will go back to the original funding source that was used to purchase the equipment.

Budget Implication (\$ Amount):

There is no cost to the District.

Legal References:

“MUSD” Board Policy - 3270 Line #1 states that District-owned equipment that becomes unusable, obsolete or no longer needed shall be identified by the Superintendent or designee to the governing board with their estimated value and recommendation to be sold or disposed of by one of the methods prescribed in law and Administrative Regulations. “MUSD” Administrative Regulation – 3270 Line #1 states if Board members attending a meeting unanimously agree that the property is worth no more than \$2,500, the Board may designate a District employee to sell property without advertising.

Additional Information:

ATTACHMENTS

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

9. 20/21-2163 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2020-21 school year.

Rationale:

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

Background:

This proposed agreement presents the tentative settlement with MTA, CSEA, MASA and CCM for a 1% on-going salary increase retroactive to July 1, 2020, and a one-time off-schedule salary increase totaling 2% of salaries for the 2020-21 fiscal year only. MTA's 2% increase is equivalent to a flat dollar amount to each full-time union member and prorated for a part time member. On June 14th, the District submitted the AB 1200 to LACOE and made it available to the public for review. The District started negotiations with the bargaining associations for the 2020-21 school year during the COVID-19 pandemic. We used the Governor's May Revise state budget assumptions, which were reflected in multi-year projections of the District 2021-22 Adopted Budget, to reach the agreement. Should there be any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve any fiscal challenges beginning in July 2021.

Budget Implication (\$ Amount):

The Budget implications as the result of this agreement will be submitted to the Board for approval on June 29th. The total 2020-21 budget increase will be \$1,392,708. This includes, \$73,505 from LCFF Supplemental and Concentration Grant funds, \$65,884 from categorical programs, and \$1,253,319 from In-Person Learning Grant funds. After the Board's approval, the District will revise the 2020-21 budget and multi-year projection accordingly.

Legal References:

Government Code section 3547.5(a) – "Before a public school employer enters into a

written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement ... shall be disclosed at a public meeting”.

Additional Information:

A copy of the Public Disclosure of Collective Bargaining Agreement and 21-22 Preliminary Version 2 Adopted Budget are attached. In accordance with AB 1200 and AB 2756, the proposed agreement is available for Public review in the District Office and on the District’s website at www.monroviashools.net. The agreement will be submitted for Board approval at a June 29, 2021 special Board meeting.

ATTACHMENTS

- [Public Disclosure of Proposed Collective Bargaining Agreement.pdf](#)

**Los Angeles County Office of Education
Business Advisory Services**

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

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

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
 (date) (date)

The Governing Board will act upon this agreement on: June 29, 2021
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2020-21	Year 2 Increase/(Decrease) 2021-22	Year 3 Increase/(Decrease) 2022-23
1. Salary Schedule Including Step and Column	\$ 38,025,251	\$ 1,128,612	\$ -	
		2.97%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,709,706	\$ 10,163	\$ -	
		0.59%	0.00%	0.00%
Description of Other Compensation		Longevity, Extra Hours, Overtime		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 8,809,656	\$ 253,933	\$ -	
		2.88%	0.00%	0.00%
4. Health/Welfare Plans	\$ -	\$ -	\$ -	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 48,544,613	\$ 1,392,708	\$ -	\$ -
		2.87%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	574.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 84,572	\$ 2,426	\$ -	\$ -
		2.87%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

1.00% salary increase effective July 1, 2020.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

An additional 2.00% one-time off-schedule salary adjustment will be issued to California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA) and Confidential/Classified Management (CCM) employees. The Monrovia Teachers Association (MTA) will receive a flat dollar amount increase per employee FTE equivalent to a 2.00% total increase for the bargaining unit.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2020-21 maximum annual District contribution to Health & Welfare benefits remains unchanged at \$15,530 per full-time employee.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

Various funding sources, including the In-Person Instruction Grant and District Reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Various funding sources, including ongoing State Local Control Control Funding Formula (LCFF) revenue and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

**Los Angeles County Office of Education
Business Advisory Services**

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

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: MONROVIA TEACHERS ASSOCIATION (MTA)
 Certificated, Classified, Other: CERTIFICATED

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
 (date) (date)

The Governing Board will act upon this agreement on: June 29, 2021
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2020-21	Year 2 Increase/(Decrease) 2021-22	Year 3 Increase/(Decrease) 2022-23
1. Salary Schedule Including Step and Column	\$ 23,633,457	\$ 697,047		
		2.95%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 925,718	\$ 2,195		
		0.24%	0.00%	0.00%
Description of Other Compensation		Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,931,976	\$ 140,804		
		2.85%	0.00%	0.00%
4. Health/Welfare Plans	\$ -	\$ -		
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 29,491,151	\$ 840,046	\$ -	\$ -
		2.85%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	302.00			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 97,653	\$ 2,782	\$ -	\$ -
		2.85%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA TEACHERS ASSOCIATION (MTA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

1.00% salary increase effective July 1, 2020.

{

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The Monrovia Teachers Association (MTA) will receive a flat dollar amount increase per employee FTE equivalent to a 2.00% total for the bargaining unit.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2020-21 maximum annual District contribution to Health & Welfare benefits remains unchanged at \$15,530 per full-time employee.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA TEACHERS ASSOCIATION (MTA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

Various funding sources, including the In-Person Instruction Grant and District Reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Various funding sources, including ongoing State Local Control Control Funding Formula (LCFF) revenue and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

**Los Angeles County Office of Education
Business Advisory Services**

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

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Certificated, Classified, Other:	CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: June 29, 2021
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2020-21	Year 2 Increase/(Decrease) 2021-22	Year 3 Increase/(Decrease) 2022-23
1. Salary Schedule Including Step and Column	\$ 9,259,162	\$ 277,587		
		3.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 740,486	\$ 7,592		
		1.03%	0.00%	0.00%
Description of Other Compensation		Longevity, Extra Hours, Overtime		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,730,459	\$ 78,912		
		2.89%	0.00%	0.00%
4. Health/Welfare Plans	\$ -	\$ -		
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 12,730,107	\$ 364,091	\$ -	\$ -
		2.86%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	229.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 55,590	\$ 1,590	\$ -	\$ -
		2.86%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

1.00% salary increase effective July 1, 2020.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

An additional 2.00% one-time off-schedule salary adjustment will be issued.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2020-21 maximum annual District contribution to Health & Welfare benefits remains unchanged at \$15,530 per full-time employee.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

Various funding sources, including the In-Person Instruction Grant and District Reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Various funding sources, including ongoing State Local Control Control Funding Formula (LCFF) revenue and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

**Los Angeles County Office of Education
Business Advisory Services**

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

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)
 Certificated, Classified, Other: CERTIFICATED/CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
 (date) (date)

The Governing Board will act upon this agreement on: June 29, 2021
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2020-21	Year 2 Increase/(Decrease) 2021-22	Year 3 Increase/(Decrease) 2022-23
1. Salary Schedule Including Step and Column	\$ 4,267,921	\$ 128,037		
		3.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 34,871	\$ 290		
		0.83%	0.00%	0.00%
Description of Other Compensation		Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 881,724	\$ 26,304		
		2.98%	0.00%	0.00%
4. Health/Welfare Plans	\$ -			
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 5,184,516	\$ 154,631	\$ -	\$ -
		2.98%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	32.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 162,016	\$ 4,832	\$ -	\$ -
		2.98%	0.00%	0.00%

Public Disclosure of Proposed Collective Bargaining Agreement
MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

1.00% salary increase effective July 1, 2020.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

An additional 2.00% one-time off-schedule salary adjustment will be issued.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2020-21 maximum annual District contribution to Health & Welfare benefits remains unchanged at \$15,530 per full-time employee.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT

MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

Various funding sources, including the In-Person Instruction Grant and District Reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Various funding sources, including ongoing State Local Control Control Funding Formula (LCFF) revenue and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

**Los Angeles County Office of Education
Business Advisory Services**

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

Name of School District:	MONROVIA UNIFIED SCHOOL DISTRICT
Name of Bargaining Unit:	CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)
Certificated, Classified, Other:	CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: June 29, 2021
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2020-21	Year 2 Increase/(Decrease) 2021-22	Year 3 Increase/(Decrease) 2022-23
1. Salary Schedule Including Step and Column	\$ 864,711	\$ 25,941		
		3.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 8,631	\$ 86		
		1.00%	0.00%	0.00%
Description of Other Compensation		Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 265,497	\$ 7,913		
		2.98%	0.00%	0.00%
4. Health/Welfare Plans	\$ -	\$ -		
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 1,138,839	\$ 33,940	\$ -	\$ -
		2.98%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	11.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 103,531	\$ 3,085	\$ -	\$ -
		2.98%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

1.00% salary increase effective July 1, 2020.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

An additional 2.00% one-time off-schedule salary adjustment will be issued.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2020-21 maximum annual District contribution to Health & Welfare benefits remains unchanged at \$15,530 per full-time employee.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Any changes in the projected revenue as presented in the 2021-22 Preliminary Version 2 Adopted Budget, the parties shall meet to negotiate the difference by November 1, 2021.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

Various funding sources, including the In-Person Instruction Grant and District Reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

Various funding sources, including ongoing State Local Control Control Funding Formula (LCFF) revenue and District reserves.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 51,050,033		\$ -	\$ 51,050,033
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 992,226		\$ -	\$ 992,226
Other Local Revenue 8600-8799	\$ 570,327		\$ -	\$ 570,327
TOTAL REVENUES	\$ 52,612,586		\$ -	\$ 52,612,586
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 21,079,474	\$ 48,278		\$ 21,127,752
Classified Salaries 2000-2999	\$ 5,976,056	\$ 12,100		\$ 5,988,156
Employee Benefits 3000-3999	\$ 10,748,181	\$ 13,127		\$ 10,761,308
Books and Supplies 4000-4999	\$ 857,417		\$ -	\$ 857,417
Services and Other Operating Expenditures 5000-5999	\$ 4,074,488			\$ 4,074,488
Capital Outlay 6000-6999	\$ 75,196		\$ -	\$ 75,196
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 77,242		\$ -	\$ 77,242
Transfers of Indirect Costs 7300-7399	\$ (1,454,906)		\$ -	\$ (1,454,906)
TOTAL EXPENDITURES	\$ 41,433,148	\$ 73,505	\$ -	\$ 41,506,653
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 73,884	\$ -	\$ -	\$ 73,884
Contributions 8980-8999	\$ (8,955,772)	\$ -	\$ -	\$ (8,955,772)
OPERATING SURPLUS (DEFICIT)*	\$ 2,149,782	\$ (73,505)	\$ -	\$ 2,076,277
BEGINNING FUND BALANCE				
9791	\$ 8,384,972			\$ 8,384,972
Audit Adjustments/Other Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 10,534,754	\$ (73,505)	\$ -	\$ 10,461,249
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted 9740				
Committed 9750-9760		\$ -	\$ -	\$ -
Assigned 9780	\$ 2,802,000	\$ (73,505)	\$ -	\$ 2,728,495
Reserve for Economic Uncertainties 9789	\$ 2,080,600	\$ 41,781	\$ -	\$ 2,122,381
Unassigned/Unappropriated Amount 9790	\$ 5,432,154	\$ (41,781)	\$ -	\$ 5,390,373

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: Object Code		Restricted General Fund TOTAL AGREEMENT			
		Column 1 Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 7,535,130		\$ -	\$ 7,535,130
Other State Revenue	8300-8599	\$ 7,658,732		\$ -	\$ 7,658,732
Other Local Revenue	8600-8799	\$ 4,685,954		\$ -	\$ 4,685,954
TOTAL REVENUES		\$ 19,879,816		\$ -	\$ 19,879,816
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 6,051,389	\$ 764,043	\$ -	\$ 6,815,432
Classified Salaries	2000-2999	\$ 4,004,717	\$ 314,354	\$ -	\$ 4,319,071
Employee Benefits	3000-3999	\$ 8,057,300	\$ 240,806	\$ -	\$ 8,298,106
Books and Supplies	4000-4999	\$ 5,869,372		\$ (1,319,203)	\$ 4,550,169
Services and Other Operating Expenditures	5000-5999	\$ 3,286,822		\$ -	\$ 3,286,822
Capital Outlay	6000-6999	\$ 155,254		\$ -	\$ 155,254
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 666,621		\$ -	\$ 666,621
Transfers of Indirect Costs	7300-7399	\$ 1,181,445		\$ -	\$ 1,181,445
TOTAL EXPENDITURES		\$ 29,272,920	\$ 1,319,203	\$ (1,319,203)	\$ 29,272,920
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 134,136	\$ -	\$ -	\$ 134,136
Contributions	8980-8999	\$ 8,955,772	\$ -	\$ -	\$ 8,955,772
OPERATING SURPLUS (DEFICIT)*		\$ (571,468)	\$ (1,319,203)	\$ 1,319,203	\$ (571,468)
BEGINNING FUND BALANCE					
	9791	\$ 800,495			\$ 800,495
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 229,027	\$ (1,319,203)	\$ 1,319,203	\$ 229,027
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ 229,027	\$ (1,319,203)	\$ 1,319,203	\$ 229,027
Committed	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 51,050,033		\$ -	\$ 51,050,033
Federal Revenue 8100-8299	\$ 7,535,130		\$ -	\$ 7,535,130
Other State Revenue 8300-8599	\$ 8,650,958		\$ -	\$ 8,650,958
Other Local Revenue 8600-8799	\$ 5,256,281		\$ -	\$ 5,256,281
TOTAL REVENUES	\$ 72,492,402		\$ -	\$ 72,492,402
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 27,130,863	\$ 812,321	\$ -	\$ 27,943,184
Classified Salaries 2000-2999	\$ 9,980,773	\$ 326,454	\$ -	\$ 10,307,227
Employee Benefits 3000-3999	\$ 18,805,481	\$ 253,933	\$ -	\$ 19,059,414
Books and Supplies 4000-4999	\$ 6,726,789		\$ (1,319,203)	\$ 5,407,586
Services and Other Operating Expenditures 5000-5999	\$ 7,361,310		\$ -	\$ 7,361,310
Capital Outlay 6000-6999	\$ 230,450		\$ -	\$ 230,450
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 743,863		\$ -	\$ 743,863
Transfers of Indirect Costs 7300-7399	\$ (273,461)		\$ -	\$ (273,461)
TOTAL EXPENDITURES	\$ 70,706,068	\$ 1,392,708	\$ (1,319,203)	\$ 70,779,573
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 208,020	\$ -	\$ -	\$ 208,020
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 1,578,314	\$ (1,392,708)	\$ 1,319,203	\$ 1,504,809
BEGINNING FUND BALANCE				
9791	\$ 9,185,467			\$ 9,185,467
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 10,763,781	\$ (1,392,708)	\$ 1,319,203	\$ 10,690,276
COMPONENTS OF ENDING FUND				
Nonspendable 9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted 9740	\$ 229,027	\$ (1,319,203)	\$ 1,319,203	\$ 229,027
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 2,802,000	\$ (73,505)	\$ -	\$ 2,728,495
Reserve for Economic Uncertainties 9789	\$ 2,080,600	\$ 41,781	\$ -	\$ 2,122,381
Unassigned/Unappropriated Amount 9790	\$ 5,432,154	\$ (41,781)	\$ -	\$ 5,390,373

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services

Revised 07/15/2020

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 205,145		\$ -	\$ 205,145
Other State Revenue 8300-8599	\$ 1,555,599		\$ -	\$ 1,555,599
Other Local Revenue 8600-8799	\$ 236,701		\$ -	\$ 236,701
TOTAL REVENUES	\$ 1,997,445		\$ -	\$ 1,997,445
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 918,313		\$ -	\$ 918,313
Classified Salaries 2000-2999	\$ 102,531		\$ -	\$ 102,531
Employee Benefits 3000-3999	\$ 510,839		\$ -	\$ 510,839
Books and Supplies 4000-4999	\$ 60,403		\$ -	\$ 60,403
Services and Other Operating Expenditures 5000-5999	\$ 366,999		\$ -	\$ 366,999
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 88,052		\$ -	\$ 88,052
TOTAL EXPENDITURES	\$ 2,047,137	\$ -	\$ -	\$ 2,047,137
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ 250,000	\$ -	\$ -	\$ 250,000
Transfers Out and Other Uses 7600-7699	\$ 147,769	\$ -	\$ -	\$ 147,769
OPERATING SURPLUS (DEFICIT)*	\$ 52,539	\$ -	\$ -	\$ 52,539
BEGINNING FUND BALANCE				
9791	\$ 372,497			\$ 372,497
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 425,036	\$ -	\$ -	\$ 425,036
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 2,160	\$ -	\$ -	\$ 2,160
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 422,876		\$ -	\$ 422,876
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

TOTAL AGREEMENT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 52,920		\$ -	\$ 52,920
Other State Revenue 8300-8599	\$ 1,080,580		\$ -	\$ 1,080,580
Other Local Revenue 8600-8799	\$ 26,199		\$ -	\$ 26,199
TOTAL REVENUES	\$ 1,159,699		\$ -	\$ 1,159,699
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 343,051		\$ -	\$ 343,051
Classified Salaries 2000-2999	\$ 336,224		\$ -	\$ 336,224
Employee Benefits 3000-3999	\$ 339,879		\$ -	\$ 339,879
Books and Supplies 4000-4999	\$ 22,610		\$ -	\$ 22,610
Services and Other Operating Expenditures 5000-5999	\$ 9,631		\$ -	\$ 9,631
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 74,705		\$ -	\$ 74,705
TOTAL EXPENDITURES	\$ 1,126,100	\$ -	\$ -	\$ 1,126,100
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 33,599	\$ -	\$ -	\$ 33,599
BEGINNING FUND BALANCE	\$ 192,908			\$ 192,908
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 226,507	\$ -	\$ -	\$ 226,507
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 226,507		\$ -	\$ 226,507
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services

Revised 07/15/2020

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

TOTAL AGREEMENT

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 3,499,277		\$ -	\$ 3,499,277
Other State Revenue 8300-8599	\$ 159,137		\$ -	\$ 159,137
Other Local Revenue 8600-8799	\$ 29,000		\$ -	\$ 29,000
TOTAL REVENUES	\$ 3,687,414		\$ -	\$ 3,687,414
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 1,086,608		\$ -	\$ 1,086,608
Employee Benefits 3000-3999	\$ 469,806		\$ -	\$ 469,806
Books and Supplies 4000-4999	\$ 1,215,221		\$ -	\$ 1,215,221
Services and Other Operating Expenditures 5000-5999	\$ 81,246		\$ -	\$ 81,246
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 110,704		\$ -	\$ 110,704
TOTAL EXPENDITURES	\$ 2,963,585	\$ -	\$ -	\$ 2,963,585
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 723,829	\$ -	\$ -	\$ 723,829
BEGINNING FUND BALANCE	\$ 114,031			\$ 114,031
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 837,860	\$ -	\$ -	\$ 837,860
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 40,000	\$ -	\$ -	\$ 40,000
Restricted 9740	\$ 797,860		\$ -	\$ 797,860
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services

Revised 07/15/2020

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 63 - Fee Based Fund**
 Bargaining Unit: **TOTAL AGREEMENT**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 258,683		\$ -	\$ 258,683
TOTAL REVENUES	\$ 258,683		\$ -	\$ 258,683
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 90,486		\$ -	\$ 90,486
Classified Salaries 2000-2999	\$ 38,677		\$ -	\$ 38,677
Employee Benefits 3000-3999	\$ 45,071		\$ -	\$ 45,071
Books and Supplies 4000-4999	\$ 2,828		\$ -	\$ 2,828
Services and Other Operating Expenditures 5000-5999	\$ 6,892		\$ -	\$ 6,892
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 183,954	\$ -	\$ -	\$ 183,954
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 74,729	\$ -	\$ -	\$ 74,729
BEGINNING FUND BALANCE 9791	\$ 106,908			\$ 106,908
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 181,637	\$ -	\$ -	\$ 181,637
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 181,637	\$ -	\$ -	\$ 181,637

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
 Business Advisory Services

Revised 07/15/2020

MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (1,319,203)	Increase paid by In-Person Learning Grant
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

TOTAL AGREEMENT

Object Code	2020-21	2021-22	2022-23
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 51,050,033	\$ 53,755,586	\$ 52,449,951
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 992,226	\$ 980,934	\$ 964,632
Other Local Revenue 8600-8799	\$ 570,327	\$ 387,805	\$ 392,805
TOTAL REVENUES	\$ 52,612,586	\$ 55,124,325	\$ 53,807,388
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 21,127,752	\$ 22,495,665	\$ 22,619,515
Classified Salaries 2000-2999	\$ 5,988,156	\$ 6,787,315	\$ 6,831,049
Employee Benefits 3000-3999	\$ 10,761,308	\$ 12,156,877	\$ 12,257,684
Books and Supplies 4000-4999	\$ 857,417	\$ 955,687	\$ 952,213
Services and Other Operating Expenditures 5000-5999	\$ 4,074,488	\$ 5,291,406	\$ 5,335,300
Capital Outlay 6000-6999	\$ 75,196	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 77,242	\$ 68,830	\$ 68,830
Transfers of Indirect Costs 7300-7399	\$ (1,454,906)	\$ (1,334,627)	\$ (1,334,627)
Other Adjustments			
TOTAL EXPENDITURES	\$ 41,506,653	\$ 46,421,153	\$ 46,729,964
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 73,884	\$ 73,470	\$ 72,992
Contributions 8980-8999	\$ (8,955,772)	\$ (9,577,787)	\$ (9,885,976)
OPERATING SURPLUS (DEFICIT)*	\$ 2,076,277	\$ (948,085)	\$ (2,881,544)
BEGINNING FUND BALANCE			
9791	\$ 8,384,972	\$ 10,461,249	\$ 9,513,164
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 10,461,249	\$ 9,513,164	\$ 6,631,620
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 2,728,495	\$ 2,802,000	\$ 2,802,000
Reserve for Economic Uncertainties 9789	\$ 2,122,381	\$ 2,079,930	\$ 2,093,562
Unassigned/Unappropriated Amount 9790	\$ 5,390,373	\$ 4,411,234	\$ 1,516,058

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

TOTAL AGREEMENT

Object Code	2020-21	2021-22	2022-23
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 7,535,130	\$ 2,740,500	\$ 2,740,500
Other State Revenue 8300-8599	\$ 7,658,732	\$ 5,705,794	\$ 5,701,961
Other Local Revenue 8600-8799	\$ 4,685,954	\$ 4,756,587	\$ 4,641,004
TOTAL REVENUES	\$ 19,879,816	\$ 13,202,881	\$ 13,083,465
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 6,815,432	\$ 5,309,315	\$ 5,359,315
Classified Salaries 2000-2999	\$ 4,319,071	\$ 3,885,344	\$ 3,885,844
Employee Benefits 3000-3999	\$ 8,298,106	\$ 7,909,274	\$ 8,051,656
Books and Supplies 4000-4999	\$ 4,550,169	\$ 1,131,687	\$ 1,127,854
Services and Other Operating Expenditures 5000-5999	\$ 3,286,822	\$ 2,738,836	\$ 2,642,849
Capital Outlay 6000-6999	\$ 155,254	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 666,621	\$ 666,621	\$ 666,621
Transfers of Indirect Costs 7300-7399	\$ 1,181,445	\$ 1,061,166	\$ 1,061,166
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 29,272,920	\$ 22,702,243	\$ 22,795,305
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 134,136	\$ 134,136	\$ 134,136
Contributions 8980-8999	\$ 8,955,772	\$ 9,577,787	\$ 9,885,976
OPERATING SURPLUS (DEFICIT)*	\$ (571,468)	\$ (55,711)	\$ 40,000
BEGINNING FUND BALANCE			
9791	\$ 800,495	\$ 229,027	\$ 173,316
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 229,027	\$ 173,316	\$ 213,316
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 229,027	\$ 173,316	\$ 213,316
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit:

TOTAL AGREEMENT

Object Code	2020-21	2021-22	2022-23
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 51,050,033	\$ 53,755,586	\$ 52,449,951
Federal Revenue 8100-8299	\$ 7,535,130	\$ 2,740,500	\$ 2,740,500
Other State Revenue 8300-8599	\$ 8,650,958	\$ 6,686,728	\$ 6,666,593
Other Local Revenue 8600-8799	\$ 5,256,281	\$ 5,144,392	\$ 5,033,809
TOTAL REVENUES	\$ 72,492,402	\$ 68,327,206	\$ 66,890,853
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 27,943,184	\$ 27,804,980	\$ 27,978,830
Classified Salaries 2000-2999	\$ 10,307,227	\$ 10,672,659	\$ 10,716,893
Employee Benefits 3000-3999	\$ 19,059,414	\$ 20,066,151	\$ 20,309,340
Books and Supplies 4000-4999	\$ 5,407,586	\$ 2,087,374	\$ 2,080,067
Services and Other Operating Expenditures 5000-5999	\$ 7,361,310	\$ 8,030,242	\$ 7,978,149
Capital Outlay 6000-6999	\$ 230,450	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 743,863	\$ 735,451	\$ 735,451
Transfers of Indirect Costs 7300-7399	\$ (273,461)	\$ (273,461)	\$ (273,461)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 70,779,573	\$ 69,123,396	\$ 69,525,269
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 208,020	\$ 207,606	\$ 207,128
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 1,504,809	\$ (1,003,796)	\$ (2,841,544)
BEGINNING FUND BALANCE			
9791	\$ 9,185,467	\$ 10,690,276	\$ 9,686,480
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 10,690,276	\$ 9,686,480	\$ 6,844,936
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740	\$ 229,027	\$ 173,316	\$ 213,316
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 2,728,495	\$ 2,802,000	\$ 2,802,000
Reserve for Economic Uncertainties 9789	\$ 2,122,381	\$ 2,079,930	\$ 2,093,562
Unassigned/Unappropriated Amount 9790	\$ 5,390,373	\$ 4,411,234	\$ 1,516,058

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2020-21	2021-22	2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 70,987,593	\$ 69,331,002	\$ 69,732,397
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 70,987,593	\$ 69,331,002	\$ 69,732,397
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 2,129,628	\$ 2,079,930	\$ 2,091,972

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,122,381	\$ 2,079,930	\$ 2,093,562
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 5,390,373	\$ 4,411,234	\$ 1,516,058
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 7,512,754	\$ 6,491,164	\$ 3,609,620
f.	Reserve for Economic Uncertainties Percentage	10.58%	9.36%	5.18%

3. Do unrestricted reserves meet the state minimum reserve amount?

2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Public Disclosure of Proposed Collective Bargaining Agreement
MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 1,392,708
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,392,708)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ -
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ -
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,392,708)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 1,578,314	2.2%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 1,504,809	2.1%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,003,796)	(1.4%)	Planned spending of reserves.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (2,841,544)	(4.1%)	Planned spending of reserves.

Deficit Reduction Plan (as necessary):

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

TOTAL AGREEMENT

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2020-21	2021-22	2022-23
a. LCFF Funding per ADA	9,993.35	9,981.07	10,507.58	10,784.57
b. Amount Change from Prior Year Funding per ADA		(12.28)	526.51	276.99
c. Percentage Change from Prior Year Funding per ADA		-0.12%	5.28%	2.64%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		1,392,708.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.87%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Monrovia Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2020 to June 30, 2021.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	73,505
\$	(73,505)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-
\$	-

Budget Revisions

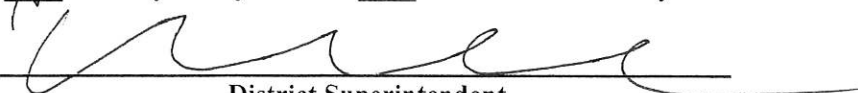
If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

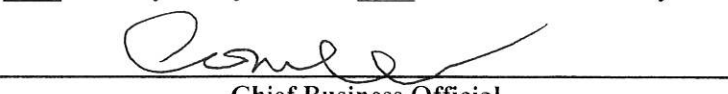
Certifications

I hereby certify I am unable to certify



 District Superintendent Date 6-14-21
 (Signature)

I hereby certify I am unable to certify



 Chief Business Official Date 6/14/21
 (Signature)

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

10. 20/21-3066 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT TO PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING 2021-2023

RECOMMENDATION

The Board of Education is requested to approve a contract between the Los Angeles County Office of Education (LACOE) and the Monrovia Unified School District. Monrovia Unified will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond_____, Board Member Gholar_____, Board Member Anderson_____,

Board Member Lockerbie_____, Board President Travanti_____

Rationale:

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow.

Background:

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for inperson instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

Budget Implication (\$ Amount):

For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed Eight Hundred Eighty-Three Thousand Eighty-Two Dollars (\$883,082.00).

Additional Information:

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

ATTACHMENTS

- [LACOE SCHOOL BASED COVID TESTING C-21251.pdf](#)

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
TO
PARTICIPATE IN SCHOOL-BASED COVID-19 TESTING
2020-2023

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **MONROVIA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "LEA Subcontractor". LACOE and LEA Subcontractor may be referred to individually as "Party" or collectively as "Parties" hereinafter.

RECITALS

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors ("Board") and the County of Los Angeles Department of Public Health ("County") declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country and has delegated authority to enter into agreements necessary to support the County's continued efforts to assist and address the health, safety and welfare of County residents during the COVID-19 pandemic and in compliance with the requirements of the federal and state funding source for such agreement.

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Catalog of Federal Domestic Assistance (CFDA) Number 93.323, which has been designated as Reopening Schools Fund.

WHEREAS, County and LACOE entered into a contract on June 7, 2021 to provide school-based COVID-19 testing in K-12 schools using a portion of Reopening Schools Fund (Exhibit B - Prime Contract).

WHEREAS, LACOE hereby subcontracts with LEA Subcontractor for school-based COVID-19 testing in K-12 schools as specified in Exhibit A - Statement of Work, attached hereto, incorporated herein, and made a part hereof.

WHEREAS, LEA Subcontractor is a subrecipient of this grant with all the duties and obligations of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to perform in accordance with Exhibit A – Statement of Work.

1. TERM

This Contract shall begin on June 7, 2021 and continue in full force and effect through July 31, 2022 (expiration date) unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

2. COMPENSATION

- a. For the period of date of execution through July 31, 2022, the maximum obligation of LACOE for all services provided hereunder shall not exceed Eight Hundred Eighty-Three Thousand Eighty-Two Dollars (\$883,082.00).
- b. LEA Subcontractor shall be reimbursed for authorized expenses pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month an invoice supported by financial activity of the period covered by the invoice.
- c. LEA Subcontractor shall receive advance payment for estimated categorical expenditures pursuant to Exhibit A by submitting to LACOE no later than 15th day of each month.
- d. The LEA Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in Exhibit A.
- e. The LEA Subcontractor shall have no claim against LACOE for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the LEA Subcontractor after the expiration or termination of this Contract.

3. INDEMNIFICATION RESPONSIBILITIES

The LEA Subcontractor agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, costs, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA Subcontractor or the negligence of any subcontractor, agent; firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA Subcontractor, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA Subcontractor relating to the performance or nonperformance of services

or operations pertaining to the Contract, or relating to the enforcement of the Contract.

Without limiting the generality of the foregoing, the indemnification responsibilities of LEA Subcontractor apply to any claims filed by County against LACOE for failure to pay an invoice and/or any claims filed by a vendor against LACOE for LEA Subcontractor's failure to comply with the terms and conditions of this Contract.

4. INSURANCE

4.1 Without limiting the LEA Subcontractor, its officers', agents', employees', subcontractors', representatives' and volunteers' (collectively hereinafter in this Section 8 referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section 8 referred to as LACOE), and as a material condition of this Contract, the LEA Subcontractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

4.2 Minimum Scope and Limits of Insurance

4.2.1 Commercial General Liability Coverage, with limits of not less than the following.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to name County, LACOE, their governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.

4.2.2 Business Automobile Liability Coverage with limits of not less than \$1,000,000 for bodily injury and property damage, in combined or equivalent split limits for each single accident. Insurance shall cover liability arising out of LEA Subcontractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

4.2.4 Sexual Misconduct Liability covering actual or alleged claims for sexual misconduct and/or molestation with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

4.3 Endorsements

The LEA Subcontractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that County, LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificates of insurance shall be e-mailed to Lacoe@ebix.com

4.4 Other Insurance Provisions

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

4.4.1 The LEA Subcontractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the LEA Subcontractor's insurance and shall not contribute to it.

4.4.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.

4.4.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to LACOE.

4.4.4 LEA Subcontractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time

to time, so that LACOE is continuously in possession of evidence of the Contractor LEA Subcontractor's insurance in accordance with the foregoing provisions.

5. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA Subcontractor is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

6. NON-DISCRIMINATION AND NON-SEGREGATION

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

7. NOTIFICATION

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

LACOE: Contracts Section
 Los Angeles County Office of Education
 9300 Imperial Highway, ECW Room 133,
 Downey, CA 90242-2890

For LEA: Mailing Address is LEA Subcontractor's Office.

8. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

9. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, State and Federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially

alter the positions of the parties.

10.CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

11.ASSIGNMENT

Neither party shall assign this Contract without the written consent of the other.

12.SEVERABILITY /WAIVER

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

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

13.INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights; duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

14.EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA Subcontractor, including all subcontractors, shall fully comply with the provisions of the Education Code Sections 45125.1, 45125, 44830 and 44830.1.

15.TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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

16. ALCOHOL AND DRUG-FREE WORKPLACE

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

17. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12S49)

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

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

any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 19.2 above, of this certification; and,

- 19.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

20.TERMINATION

20.1 Termination for Convenience

If LACOE elects to terminate this Agreement for LACOE's convenience, such termination shall be effective upon delivery of said Notice of Termination to the LEA Subcontractor, unless a later date is specified in the Notice of Termination. Thereafter, LACOE shall pay the LEA Subcontractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, the LEA Subcontractor shall have no further claims against LACOE under this Agreement.

20.2 Termination for Default

20.2.1 Default

LACOE may terminate this Agreement due to LEA Subcontractor's default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against LEA; or, (b) a receiver or trustee is appointed for LEA Subcontractor; or (c) LEA Subcontractor makes an assignment for the benefit of its creditors; or (d) LEA Subcontractor becomes insolvent, which shall be deemed to have occurred if LEA Subcontractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not LEA Subcontractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

LACOE may also terminate this Agreement due to an LEA Subcontractor's default if the LEA Subcontractor has become the subject of revocation proceedings by its authorizer and has ceased providing instruction to its students.

20.2.2 Material Breach

LACOE may terminate this Agreement if LEA Subcontractor breaches any material term or violates any material provision of this Agreement and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written "Notice to Cure Deficiency."

21. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE's SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS Contract dated June 7, 2021 with the County of Los Angeles Department of Public Health (Exhibit B - Prime Contract) and shall be subject to all of the provisions of such prime contract. LEA Subcontractor hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

22. EXECUTION REQUIREMENTS

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

23. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

24. CONFIDENTIALITY

LEA Subcontractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

24.1 LEA Subcontractor shall indemnify, defend, and hold harmless County and LACOE, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by LEA Subcontractor, its officers, employees, agents, or subcontractors, to comply. Any legal defense pursuant to LEA Subcontractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by LEA Subcontractor and performed by counsel selected by LEA Subcontractor and approved by County and LACOE. Notwithstanding the preceding sentence, LACOE shall have the right to participate in any such defense, except that in the event LEA Subcontractor fails to provide LACOE with a full and adequate defense, as determined by LACOE in its sole judgment, LACOE shall be entitled to retain its own counsel, including, without limitation, LACOE Counsel, and shall be entitled to reimbursement from LEA Subcontractor for all such costs and expenses incurred by LACOE in doing so. LEA

Subcontractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LACOE without LACOE's prior written approval.

24.2 LEA Subcontractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

25. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

MONROVIA UNIFIED
SCHOOL DISTRICT

By _____
Patricia Smith
Chief Financial Officer

By _____

Typed or Printed Name

Date _____
ROC 7/12/21

Title _____
Date _____

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFICE OF EDUCATION

SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS

**LOS ANGELES COUNTY OFFICE OF EDUCATION
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (Public Health) is the recipient of a \$302,372,981 award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), Los Angeles County Department of Public Health (County) is working with Los Angeles County Office of Education (LACOE). LACOE will work with the local education agency (LEA) Subcontractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded and allowed to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Local education agency (LEA) will implement school-based testing in K-12 school sites in Los Angeles County. LEA Subcontractor will administer on-the-ground logistics for the implementation of a testing program, including planning and designing a testing program and protocol; conducting outreach to students, families and communities; conducting registration and consent for testing; administering and/or coordinating testing; providing notification of results to individuals tested; providing weekly testing data reports to LACOE, providing monthly financial reporting to LACOE; reporting positive results to Public Health via LACDPH existing protocols and requirements; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings.

County (LACDPH) and LACOE will routinely monitor LEA Subcontractor's progress in all elements of the project through routine reports and meetings. LEA Subcontractor will be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

3.1 Plan and Implement School-based Testing Programs in LEA K-12 school sites

- Develop or expand a comprehensive COVID-19 testing program that is ready for implementation during the 2021-2022 school year.
- Provide COVID-19 testing for staff and students in K-12 school sites and engaging in school activities.
- In coordination with County and LACOE, identify and engage with companies/vendors to support implementation of COVID-19 testing at schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA-compliant manner, and returning test results.
- Submit data via the IT systems and platforms identified and provided by LACOE to monitor a school-based testing program.
- As needed, designate or hire personnel support to implement and manage a school testing program. This may include, but is not limited to: logistics coordinator, school health services staff, reporting staff, and outreach staff.
- Order, receive and distribute test kits, PPE, and other necessary equipment for implementing school-based testing programs. Ensure testing companies, test suppliers, and laboratory vendors are approved by LACOE.
- Train personnel to administer the school testing program, including logistics, test administration, testing and monthly financial

reporting to LACOE, HIPAA-compliant confidentiality, and results reporting to Public Health.

- Report COVID-19 cases and close contacts to Public Health for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Conduct outreach and mobilization on school-based testing among students and their parents/guardians/families and staff.
- Collaborate with LACOE and County to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs. Leverage feedback for continuous quality improvement and to strengthen implementation.

3.3 Personnel Support

- Hire personnel as needed to support the implementation of the school testing program. This may include, but not limited to: testing coordinator, logistics coordinator, reporting staff, school health services staff, and community outreach staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing implementation for this project, as well as a timely response to issues that arise. Testing program staff will be reimbursed at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.4 Coordination

- Attend scheduled meetings and other ad hoc meetings with LACOE.
- Provide updates on progress as requested by LACOE.

3.5 Monitoring and reporting

- Submit planning documents, including but not limited to budget planning tool with monthly spend estimations; overview/timeline of planned activities for testing program planning and implementation; testing program plan.
- Submit weekly progress report based on template provided by LACOE on programmatic progress.
- Submit monthly payment advance requests with estimated budget category expenditures.

- Submit monthly financial reports based on template provided by LACOE, including invoices, cost categorization, and all supporting documentation.
- Submit quarterly assessment report based on a reporting template developed by LACOE to assess the progress of district's testing program, and identify program successes and gaps.
- Submit final report including program, financial, and all reports required from Exhibit B - Prime Contract.
- Participate in monthly check-in meeting with LACOE Testing Program Leads.

4.0 RESPONSIBILITIES

LACOE and the LEA Subcontractor's responsibilities are as follows and those specified in Section 3 above LACOE and LEA Subcontractor:

4.1 LACOE Responsibilities

LACOE will allocate funding to LEA for implementation of school testing program. LACOE and the County Project Manager (County) will monitor LEA Subcontractor performance of the delivery of services specified in Section 3.0 above and provide direction relating to policy, information and procedural requirements. These responsibilities include, but are not limited to:

- 4.1.1 Designate a Testing Program Lead to oversee the project administration and support LEA to manage a project implementation plan.
- 4.1.2 Develop and provide an implementation plan with timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.1.3 Oversee the disbursement of Program Funds to LEA Subcontractor and conduct fiscal and administrative monitoring of Subcontractor, to be approved by County. Ensure clear communication to Subcontractor regarding requirements, templates, and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.1.4 Provide tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractor.

- 4.1.5 Provide a template for the weekly progress report, monthly financial report, quarterly reporting assessment, and all other required materials to be submitted by Subcontractor.
- 4.1.6 Elicit and synthesize recommendations and lessons learned from Subcontractor, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.1.7 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.
- 4.1.8 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the LEA to ensure all tasks, deliverables, goods, services are provided by LEA are in accordance with the terms and conditions set forth in the Contract.
- 4.1.9 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County.
- 4.1.10 Host monthly check-in meeting with LEA programmatic lead.

4.2 LEA Subcontractor Responsibilities

LEA Subcontractor will plan, design, and implement a school-based, COVID-19 testing program to support alignment with public health protocols regarding school-site COVID-19 safety measures. Subcontractor is required to use Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractor must work with LACOE who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractor may include, but are not limited to:

- 4.2.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with LACOE's Testing Program Leads to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, results notification, and reporting positive test results on the COVID-19 Case and Contact Line List for the Education Sector to Public Health. Subcontractor lead will serve as a liaison to County (Department of Public Health) on site-level protocols for school reopening and exposure management and will report and coordinate with County when COVID-19 cases are identified on the school campus.
- 4.2.2 Review and affirm ability to follow the standard implementation plan provided by LACOE, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 4.2.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project.
- 4.2.4. Submit weekly progress reports and monthly financial reports to LACOE. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested (student and staff)
- Number of Testing Locations
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (type of test; total and positive tests)
- Total Positive Tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Reports

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period for determined categories (as outlined in a financial report template to be provided by LACOE, which will include but is not limited to

submission of invoices, personnel activity reports, general ledger).

Advance Payment Requests

Request the amount of funds needed in the reporting period for the determined budget categories (as outlined in a financial request template to be provided by LACOE).

Final Reporting

Provide final programmatic and financial reporting data via template to be provided by LACOE.

- 4.2.5 Adhere to County protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector, available here: http://publichealth.lacounty.gov/acd/Diseases/EpiForms/COVID_OBlinelist_Education_Sector.xlsm
- 4.2.6 Participate in monthly meetings with LACOE and additional meetings as needed with LACOE, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

5.0 Project Specific Work Requirements

5.1 Subcontractor Staffing Infrastructure

- 5.1.1 Subcontractor shall designate one programmatic lead who will oversee the School-based COVID-19 Testing in K-12 Schools and act as the central point of contact with LACOE, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Subcontractor's programmatic lead is responsible for:
- Providing programmatic, fiscal and administrative oversight of funds;
 - Participating in meetings with LACOE, as needed, to discuss updates and/or concerns;
 - Providing regular updates to LACOE regarding administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and any additional reports are provided

to LACOE in accordance with the requirements set forth in Section 7, below; and

- Comply with as well as monitor Subcontractor's compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Programmatic lead shall have the following training and experience, including but not limited to:

- Demonstrated experience in managing fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 LEAs.

5.1.3 LACOE must have access to the Subcontractor's programmatic lead during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Subcontractor shall provide a telephone number where the programmatic lead may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Subcontractor's programmatic lead will act as the liaison on behalf of the Subcontractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract.

5.1.5 Subcontractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Requirements

The requirements for the selected Subcontractor may include but are not limited to:

- One of the local education agencies (LEAs) that serve children in public and charter schools within Los Angeles County. LEA must be authorized for the 2021-2022 school year.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

6.0 PAYMENTS

6.1 LACOE to Subcontractor

LACOE will provide Subcontractor advance payments according to a schedule determined by LACOE and the County. The LACOE may approve other advances required by Subcontractor as its sole discretion. Additional advances can be issued as agreed by LACOE and Subcontractor.

Subcontractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County or their designee, per the terms of this Contract.

Subcontractor shall provide a monthly invoice to LACOE that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by LACOE regarding the services for which claims are to be made and any and all payments made to Subcontractor. Invoices shall be submitted to LACOE within fifteen (15) calendar days after the close of each calendar month.

Subcontractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by LACOE; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Please see LA County contract for required financial documents.

6.2 Subcontractor to Other Subcontractors

For purposes of this Contract, subcontracts must be approved in advance in writing by LACOE or authorized designee(s). In the event that LACOE consents to any subcontracting, LEA Subcontractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by LACOE.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Subcontractor’s Contract and this Statement of Work, other required reporting documentation may include:

- Supporting documentation, including copies of Subcontractors’ Agreements
- Planning documents as requested by LACOE to ascertain program development feasibility and status.
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by LACOE
- Final Reporting using template provided by LACOE, to include programmatic and financial data.

LEA Subcontractor Programmatic Lead:

Name: _____
 Title: _____
 Phone: _____
 Email: _____
 Address: _____

LEA Authorized Officials:

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

Notices to the LEA Subcontractor shall be copied to the following individuals:

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

Name: _____
Title: _____
Email: _____

EXHIBIT B

Contract No. PH-004608



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

LOS ANGELES COUNTY OFFICE OF EDUCATION

FOR

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

UNIQUE EXHIBITS

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

**DEPARTMENT OF PUBLIC HEALTH
SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered on June 7, 2021,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

LOS ANGELES COUNTY OFFICE OF
EDUCATION
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, on March 4, 2020, the Board and the Department of Public Health (DPH) declared a local and public health emergency in response to the increased spread of the novel coronavirus (COVID-19) across the country; and

WHEREAS, on October 13, 2020, the Board of Supervisors delegated authority to the Acting CEO, or her designee(s) which includes departments, in consultation with County Counsel, to enter into, execute, amend, and if necessary, terminate, agreements, including sole source, necessary to support of the County's continued efforts to assist and address the health, safety, and welfare of County residents during the COVID-19 pandemic and in compliance with requirements of the federal or state funding source for such agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for these services; and

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, it is the intent of the parties hereto to enter into Contract to provide School-based COVID-19 Testing in K-12 Schools for compensation, as set forth herein; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth; and

WHEREAS, County has been allocated funds from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant, Assistance Listing Number 93.323, which have been designated as Reopening Schools Funds of which a portion has been designated to this contract; and

WHEREAS, Contractor is a subrecipient of this grant with all the duties and obligation of that designation attached.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation

of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits as listed below:

Standard Exhibits

- Exhibit A – Statement of Work
- Exhibit B – Scope of Work (Intentionally Omitted)
- Exhibit C – Budget(s)
- Exhibit D – Contractor’s EEO Certification
- Exhibit E – Contractor Acknowledgement and Confidentiality Agreement or Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- Exhibit F – Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit G – Jury Service Program

Unique Exhibits

- Exhibit H – Charitable Contributions Certification
- Exhibit I – Federal Provisions
- Exhibit J – County’s Administration
- Exhibit K – Contractor’s Administration

2. DEFINITIONS:

A. Contract: This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

B. Contractor: The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

4. TERM OF CONTRACT:

The term of this Contract shall be effective upon execution and shall continue in full force and effect through July 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Program Office) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Program Office) at the address herein provided in Exhibit J.

5. MAXIMUM OBLIGATION OF COUNTY:

A. For the period of date of execution through July 31, 2022, the maximum obligation of County for all services provided hereunder shall not exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413), as set forth in Exhibit C, attached hereto and incorporated herein by reference.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except

as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by person or entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval. Email or written correspondence from the County's Project Director or designee acknowledging and approving Contractor's request shall constitute prior written approval.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph, NOTICES.

D. No Payment for Services Provided Following Expiration/ Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6. USE OF FUNDS:

A. The Contractor shall receive advances of the maximum obligation not to exceed two hundred sixty-six million, fifty-nine thousand and four hundred and thirteen dollars (\$266,059,413) with the first partial payment mutually agreed by the Parties on or around July 6, 2021 but no later than July 10, 2021 for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The County may approve other advances required by Contractor at County's sole discretion. Additional advances can be issued as agreed by County and Contractor. No written Amendment is required.

C. The Contractor shall invoice against the advancements only for the tasks, deliverables, goods, services, and other work specified in Exhibit A and in accordance with Exhibit C attached hereto and incorporated herein by reference.

D. The Contractor shall provide a monthly invoice to the County. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

E. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month directly to the County's Project Director per instructions herein provided in Exhibit J.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within sixty (60) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

G. If this Contract is terminated prior to the close of the Contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

H. The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the Contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

I. If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly invoice received.

J. Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

K. The Contractor agrees to separate the funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Funds under this Contract shall be separated from any other funding received by the Contractor. Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Any interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

L. The Contractor agrees to refund any unused portion of the Program Funds, including any interest earned on the Program Funds, upon completion or termination of this Contract, less any administration, coordination, and management costs, which are not to exceed twelve percent (12%) of Program Funds. Such administrative, coordination, and management costs shall be in conformance with agreed upon term between County and Contractor.

M. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

N. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the Exhibit(s) attached hereto, Director may withhold 10 percent (10%) of payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month(s) for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, Director may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month(s) for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the

deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of this Contract and its Exhibit(s), if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payments due to Contractor for amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

(6) Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) or Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors, the Chief Executive Officer or designee, or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity, law or regulation. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this CONFIDENTIALITY Paragraph. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and shall be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of Exhibit E, Contractor Acknowledgement and Confidentiality Agreement.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

However, Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, to the extent that this Paragraph, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST, does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements specified in this Paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the

Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, 3rd Floor, Suite 320
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including name of insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for seven (7) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's

working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. The above Paragraphs A through E do not apply to the "LEA Database" software program to be developed through the course of this Contract which shall be jointly owned by the County and Contractor, in accordance with Federal grant requirements.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated

with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials which include reference to the County or its Departments utilized in association with this Contract, shall have prior written approval from the Director or designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material that reference funding shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of seven (7) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director

of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's

request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the DPH Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the

Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder

through any subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the Subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of

County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable

contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per federal statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, Subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, Subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and Subcontractors inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Subcontractor or subgrantee.

17E. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or designee, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17F. DATA DESTRUCTION:

A. Contractor has the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>) for the County of Los Angeles' ("County") data and/or information, implied or expressed, maintained, processed, or stored by Contractor.

B. The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the

County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

C. Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Contractor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 9300 Imperial Highway, Downey, CA 90242. Contractor's business telephone number is (562) 922-6360, and electronic Mail (e-mail) address is Communications@lacoed.edu.

Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days' prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Acute Communicable Disease Control Program
313 North Figueroa Street, Room 212
Los Angeles, California 90012

Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, Suite #210
Commerce, California 90022

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) Los Angeles County Office of Education
Office of the Deputy Superintendent
9300 Imperial Highway
Downey, CA 90242

Attention: Mr. Arturo Valdez

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the right to approve or disapprove the Contractor's Project Manager as referenced in Exhibit K.

Contractor's Staff Identification: Contractor and its subcontractors will have identification when working on county facilities. The county shall provide appropriate visitor badges as necessary to access facilities at their own cost.

C. Background and Security Investigations: Each of Contractor's staff and Subcontractors performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, will have passed a background investigation consistent with the requirements for employees of educational entities. This background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. During the term of the Contract, the County may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and

replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff, any information obtained through the criminal history review.

During the term of the Contract, the Contractor may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the Contractor will not provide to County nor to County's staff, any information obtained through the criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS:

A. If applicable, the Contractor shall notify the County of any pending acquisitions/mergers of its entity unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written

consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. If applicable, shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTIONS: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY: In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of 45 calendar days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County

budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall use its existing system and procedures for receiving, investigating, and responding to complaints.

A. Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The complaint procedure shall be made public.

C. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

D. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

E. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

F. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by

reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures County shall indemnify, defend and hold harmless Contractor, its trustees, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by County, its officers, employees, agents, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including without limitation, County Counsel, and shall be entitled to reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated herein by reference into and made a part of this Contract.

(1) Written Employee Jury Service Policy: Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County

Code), the Contractor shall adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such

subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING:

A. Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

B. If a member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

C. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

32. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES:

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History to the extent it is consistent with California Education Code. Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

33. COMPLIANCE WITH THE COUNTY'S POLICY OF EQUITY: Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of

Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

34. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

35. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

B. In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

C. Contractor is only bound by this Paragraph, CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS, to the extent that this does not contradict state law, a preexisting collective bargaining agreement or Contractor's Personnel Commission requirements.

36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative/proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

37. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information on how to receive the poster can be found on the Internet at www.babysafela.org

38. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through

Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

39. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will continue to monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

41. RULES AND REGULATIONS: During any time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

42. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the

Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

43. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of immigrants and others and that all its employees performing work under this Contract meet the citizenship or immigrant status requirements set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or

regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

44. DATA ENCRYPTION: Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI) and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

A. Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management- Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

B. Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for

Key Management – Part 3: Application- Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

C. Certification: The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

45. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER:

A. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

B. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

D. At any time during the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with DPH, shall decide whether to approve exemption requests.

46. COUNTERPARTS AND ELECTRONIC SIGNATURES AND

REPRESENTATIONS:

A. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

B. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the Paragraph, ALTERATION OF TERMS/AMENDMENTS, and received via communications facilities (facsimile, email or electronic signature), as legally

sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

47. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

48. FISCAL DISCLOSURE: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract, a statement executed by Contractor's duly constituted officers, containing the following information: a detailed statement listing all sources of funding to Contractor including private contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar

event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

50. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The County and Contractor therefore agree to the terms of Exhibit F.

52. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, either solely employees of the Contractor or employees of subcontractors and not employees of the County. The Contractor shall be solely liable and responsible for either furnishing or ensuring the furnishing of any and all Workers' Compensation benefits to any employee as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract. Contractor will notify all subcontractors performing work under this contract of the subcontractors' obligation to provide Workers' Compensation benefits to their employees performing work under this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

53. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder.

Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of DPH at any time during the term of this Contract.

54. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, Section 504, where federal funds are involved. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

55. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age,

marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of

understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Department of Fair Employment and Housing or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

56. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

57. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information, to the other party.

58. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

59. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

61. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

63. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those

documents which were required to be submitted, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act unless the County has failed or refused to provide the documents of its own decision or action.

64. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any

Contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or early termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or authorized representatives, of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

65. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an

affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or

sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

66. REPORTS: Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

67. RECYCLED CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

68. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or early termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any

future invitation for bids or request for proposals by virtue of its present status as Contractor.

69. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Contract. Personnel shall be qualified.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract. Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel, including in-service activities. Such activities shall be planned and scheduled in advance and shall be conducted on a continuing basis.

70. SUBCONTRACTING:

A. It is expected that the Contractor will engage various local education agencies as subcontractors. For purposes of this Contract, a subcontract template(s), proposed list of Subcontractors, associated funding allocation and/or any amendment to those must be approved in advance in

writing by Director or authorized designee(s). Contractor's request to Director for approval shall include:

(1) The list of proposed Subcontractors.

(2) The subcontract template which shall include a detailed description of the services to be provided by the subcontract.

(3) The associated funding allocations shall include the proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) Any amendment associated with the subcontract which shall identify any changes to the documents listed in (1) through (3) above. The amendment may take the form of a template and list of subcontract(s) that it will apply to.

(5) Any other information and/or certification(s) requested by Director.

B. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

C. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all Subcontractors, and their officers, employees, and agents.

D. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. The County must provide advance notice, no less than 30 days, to Contractor of County's intent to withdraw consent. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right, from 30 days after providing notice to Contractor of County's intent to withdraw consent. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract and/or amendment(s) entered into by Contractor, as it pertains to the provision of services under this Contract, on or immediately after the effective

date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

E. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

F. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

G. The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor's employees.

H. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph , TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

72. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor a 45 calendar day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and
- B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Contract, in accordance with Paragraph, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

73. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period

as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph , TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

74. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.

Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

75. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem

appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

77. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

78. TIME OFF FOR VOTING: The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it

can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

79. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

80. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

82. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

83. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

84. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set

forth in Paragraph , WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Barbara Ferrer

By Barbara Ferrer (Jun 7, 2021 19:24 PDT)

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

LOS ANGELES COUNTY OFFICE OF
EDUCATION

Contractor

By Patricia Smith

Signature

Patricia Smith

Printed Name

Title Chief Financial Officer

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

Karen Buehler

By Karen Buehler (Jun 7, 2021 14:51 PDT)

Contracts and Grants Division Management

Revised 08-2817 – Approved by Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

**COUNTY OF LOS ANGELES DEPARTMENT OF
PUBLIC HEALTH**

**SCHOOL-BASED COVID-19 TESTING IN K-12
SCHOOLS**

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS
STATEMENT OF WORK**

1.0 INTRODUCTION/PROJECT SERVICES

The County of Los Angeles Department of Public Health (County) is the recipient of a three hundred two million, three hundred seventy-two thousand, nine hundred eighty-one dollar (\$302,372,981) award to assist schools in reopening safely for in-person instruction by supporting school-based COVID-19 testing for teachers, staff, and students. This funding is part of the \$10 billion dedicated to reopening schools nationally through the American Rescue Plan Act of 2021, and County of Los Angeles is one of the 64 recipients.

The objective of the Epidemiology and Laboratory Capacity for Prevention and Control of Emerging and Infectious Diseases (ELC) Reopening Schools award is to support comprehensive screening testing for K-12 schools (public and private) for the remainder of the 2020-2021 school year and into the summer and subsequent 2021-2022 school year, as funds allow. As such, 85% of the award must be allocated to directly fund local education agencies (LEAs) or provide materials (e.g. test kits, personal protective equipment, staffing, etc.) and services (e.g. sample collection, laboratory testing, etc.). Up to 15% of the award may be used for coordination, management, technical assistance, monitoring, and data collection and reporting activities to support screening testing. The ELC Reopening Schools award has three overarching activities:

- Rapid deployment of screening testing resources
- Development of K-12 screening testing implementation plan
- Implementation of screening testing action plan

To enable K-12 schools to establish COVID-19 screening testing programs to support and maintain in-person learning in Los Angeles County (LAC), County will work with the Contractor to oversee the planning, implementation, monitoring, reporting and evaluation of school-based screening testing.

2.0 OVERVIEW OF NEED FOR SERVICES

Staff and students entering K-12 school campuses will be consented and tested through a school-based testing program that will include routine testing for COVID-19 and confirmatory testing where indicated. Individuals with positive results and their close contacts will be excluded from entering K-12 school campuses and allowed only to return to school upon completion of isolation and quarantine periods. Additional testing strategies to improve identification of active transmission on campus may be considered.

3.0 SPECIFIC SERVICES TO BE PROVIDED

Contractor will directly fund local education agencies (LEAs), or school districts and charter schools, to implement school-based testing and/or provide materials and equipment to facilitate testing in all LEAs in LAC. Contractor will also support LEAs, in coordination with County, in identifying and/or funding an information technology (IT) system that has the following capabilities to monitor testing including, but not limited to: on-the-ground logistics for the implementation of project; conducting registration and consent for testing; providing notification of results to testers; reporting positive results to County; and providing data dashboards to monitor cases and contacts, identify outbreaks, and summarize findings. Contractor will also develop and/or implement an IT system that will support the programmatic, financial, and contractual monitoring.

County will routinely monitor Contractor and LEA Subcontractors' (Subcontractors) progress in all elements of the project through routine reports and meetings. Contractor will also be required to report weekly on Subcontractor's programmatic progress and monthly for financial reports.

Contractor will provide the following services including but not limited to:

3.1 Support School-based Testing Programs in K-12 LEAs

- Allocate funding to Subcontractors to support school-based testing.
- Distribute funding to Subcontractors in a timely manner.
- Develop/implement an IT system to conduct programmatic, financial, and contractual monitoring. .
- Identify the necessary companies/vendors in coordination with County to support Subcontractors in implementing COVID-19 testing at their schools. This may include, but is not limited to, laboratories or testing companies to provide testing kits, personal protective equipment (PPE), logistics support, data management support in a HIPAA protected manner, and providing guidance on returning test results.
- Purchase and support IT systems to monitor a school-based testing program for Subcontractors and to ensure test results are linked to public health action in a HIPAA compliant manner.
- Provide guidance to Subcontractors with hiring personnel to support implementation and management of school testing program. This may include, but not be limited to logistics coordinator, school health services staff, and data management and reporting staff.
- Procure and/or provide guidance to Subcontractors on the distribution and receipt of test kits, PPE, and other necessary equipment for implementing school-based testing programs.

- Provide guidance to Subcontractors on the training of personnel to administer the school testing program, including logistics, test administration, HIPPA compliant confidentiality, and results reporting to County.
- Support Subcontractors in reporting COVID-19 cases and close contacts to County for public health action and implement the Health Officer Order's school reopening and exposure management protocols for K-12 schools.
- Coordinate with Subcontractors to conduct outreach and mobilization on school-based testing among students and their parents/guardians and staff.
- Perform targeted outreach to LEAs in geographic areas across the County with high need communities as determined by the Social Vulnerability Index and COVID-19 case rate data to improve participation in school testing programs.
- Establish an account to allow Subcontractors to fund costs associated with school-based testing programs.
- Review data from school-based testing program in coordination with County to provide feedback to Subcontractors on continuous quality improvement and to strengthen implementation.
- Collaborate with Subcontractors to identify gaps and develop action plans to correct gaps and strengthen school-based testing programs.

3.2 Personnel Support

- Hire personnel as needed to support the coordination, management, and administration of the school testing program. This may include, but not limited to: project coordinator, contracts and finance manager, data management staff, logistics coordinator, and school health services staff. Additional support may come from existing staff.
- Provide technology equipment (i.e. computers, laptops, printers or other office equipment), and reimbursement for telecommunication (i.e. cellphones and cellular data options) and travel to staff providing technical assistance and monitoring of this project, as well as a timely response to issues that arise. County will reimburse at County's reimbursement rate, currently \$0.52 cents per mile to allow staff to travel to LEA sites.

3.3 Coordination

- Attend scheduled meetings and other ad hoc meetings with County.
- Provide updates on progress as requested by County.

3.4 Monitoring and reporting

- Submit weekly progress report based on template provided by County on programmatic progress
- Submit monthly financial reports based on template provided by County.
- Submit quarterly assessment report based on a reporting template developed by Contractor and approved by County to assess the progress of districts' and schools' testing programs, identify program gaps, and develop an action plan to correct gaps.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows and those specified in Section 3 above the County and Contractor:

4.1 County Responsibilities

County's County Project Manager will monitor Contractor performance of the delivery of Contractor services specified in Section 3.0 above and provide direction relating to policy, information, and procedural requirements. County will provide and be fully responsible for programmatic oversight, including ensuring that the School-based COVID-19 Testing in K-12 Schools support efforts of LEA Subcontractors align with public health protocols for a cohesive approach and substantial reach across LAC in high need populations.

County responsibilities will include:

- 4.1.1 Designate a Project Manager to oversee the project and provide programmatic staffing infrastructure to develop and manage a project implementation plan with input from Contractor.
- 4.1.2 Provide input to Contractor in drafting the statement of experience for prospective Subcontractors.
- 4.1.3 Provide programmatic guidance to Contractor and be responsible for ensuring that Subcontractors follow County protocols. Designate staff, Partner Agency Liaisons, to provide ongoing technical guidance and support to agencies.
- 4.1.4 Provide input to Contractor in the drafting of templates for the Subcontractors' Agreement and standard Statement of Work.
- 4.1.5 Provide a template for the weekly progress report and monthly financial report submitted by the Contractor and Subcontractors.

- 4.1.6 Review the weekly progress reports, monthly financial report and quarterly assessment reporting submitted by the Contractor to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.

4.2 Contractor Responsibilities

Contractor shall develop agreements with Subcontractors, with County input and approval, to deliver services to LEAs highly impacted by COVID-19. These responsibilities include, but are not limited to:

- 4.2.1 Develop in consultation to County's Project Manager an implementation plan to include agreed upon timelines and deliverables. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by County upon request.
- 4.2.2 Oversee the disbursement of Program Funds to Subcontractors and conduct fiscal and administrative monitoring of Subcontractors. Submit copies of all required reporting (i.e. weekly progress report and monthly financial) to County for review and approval. Ensure clear communication to Subcontractors regarding requirements and timelines. Provide regular updates to County regarding Subcontractor's billing progress and challenges.
- 4.2.3 Develop tracking tools for documenting hiring, training, and scheduling staff, and tracking school-based testing and school re-opening activities provided by Subcontractors.
- 4.2.4 Provide progress updates through weekly progress and monthly financial reports to County to justify allocation of funds among the Subcontractors.
- 4.2.5 Elicit and synthesize recommendations and lessons learned from Subcontractors, including opportunities for coordination, collaboration, and learning regarding implementing and delivering school-based testing and health services.
- 4.2.6 Coordinate with County to recommend additional necessary activities to support school re-opening in LEAs, including but not limited to: coordination and facilitation, or training needs as identified.

- 4.2.7 Compile weekly progress reports, monthly financial reports, and quarterly assessment reporting and invoices for submission to County's Project Manager.
- 4.2.8 Provide a template for quarterly assessment report to ensure all tasks, deliverables, goods, services are provided by Contractor are in accordance with the terms and conditions set forth in the Contract.
- 4.2.9 Develop Subcontractor's agreement and statement of work templates, with approval of County, per this Exhibit A and the Contract.

5.0 Project Specific Work Requirements

5.1 Contractor Staffing Infrastructure

- 5.1.1 Contractor shall designate one Project Manager who will oversee the School-based COVID-19 Testing in K-12 Schools project and act as the central point of contact with the County, and who shall be responsible for the overall day-to-day activities, management and coordination of this Contract. The Contractor's Project Manager is responsible for:
 - Providing fiscal and administrative oversight of funds;
 - Providing guidance and recommendations on project planning, implementation, and selection of Subcontractors;
 - Participating in meetings with the County, as requested, to discuss updates and/or concerns;
 - Providing regular updates to County regarding Subcontractors' administration progress and challenges.
 - Ensuring that the weekly progress reports, monthly financial reports, and quarterly assessment reports are provided to the County in accordance with the requirements set forth in Section 7, below; and
 - Comply with as well as monitor Subcontractors' compliance with CDC ELC Funding Guidance, executed agreement for Program Funds, current and subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the County Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002 as well as well as any other applicable laws and regulations.

5.1.2 Project Manager shall have the following training and experience, including but not limited to:

- A Master's degree in social services or public health (i.e., public health social work, anthropology, or public administration) or a relevant field or equivalent work experience is preferred.
- Demonstrated experience in working with LEAs, managing subcontractors or fiscally-sponsored projects, program design, implementation, and evaluation, and managing, invoicing, and reporting on government funded programs.
- Strong oral, written, organizational, communication, and interpersonal skills.
- Knowledge and experience with contract management for COVID-19 and K-12 school districts and charter schools.

5.1.3 County must have access to the Contractor's Project Manager during normal business hours between 8:00 a.m. and 5:00 p.m. PT. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours between 8:00 a.m. and 5:00 p.m. PT.

5.1.4 Contractor's Program Manager will act as the liaison on behalf of the Contractor to address all programmatic, fiscal, and contractual matters relating to the daily operations of the Contract and Subcontractors.

5.1.5 Contractor shall assign a sufficient number of employees to perform the required work.

5.2 Subcontractor Selection Process

Contractor shall work with County to select and enter into agreements with an estimated 400 qualified Subcontractors that will coordinate the recruitment, hiring, supervision, and deployment of staff to conduct outreach and implementation of school-based testing among students and staff. Contractor will provide programmatic oversight and coordination across Subcontractors. Contractor will identify LEAs in geographic areas that meet the eligibility criteria below and collectively able to cover the high need communities across the County as determined by Healthy Places Index and COVID-19 case rate data. County will approve the available list of Subcontractors based on a review of meeting minimum requirements. The requirements for the selected Subcontractors may include but are not limited to:

- One of the LEAs that serve children in public and charter schools within Los Angeles County. This includes prioritized regions/neighborhoods and/or individuals/groups as indicated in Attachment 1 - Priority Communities, who have been disproportionately impacted by COVID-19 and the lack of resources related to the social determinants of health.
- Have a 501(c)(3) non-profit status, a State Recognized Tribe that appears on the State of California's Native American Heritage Commission's List, or a Federally Recognized Tribe that has an office/operation in LAC.

5.3 Subcontractor Responsibilities

Contractor is required to coordinate across Subcontractors and ensure that the Subcontractors are using Program Funds in compliance with current or subsequent Treasury guidelines and instructions, ELC Cooperative Agreement (CK19-1904) – COVID Supplemental Funds that is authorized under Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC sections 241 and 247b, as amended; and funding is, in part, appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002as well as any other applicable laws or regulations. Subcontractors must work with Contractor who will provide programmatic oversight to ensure that they are serving students and staff in LEAs, including prioritized communities and identity groups listed in Attachment 1 - Priority Communities, with skilled staff who have a deep understanding of their communities' needs and challenges and serve as trusted voices and advocates. Responsibilities of Subcontractors may include, but are not limited to:

- 5.3.1 Designate a programmatic lead to be the main point of contact for the School-based COVID-19 Testing in K-12 Schools project. Subcontractor's programmatic lead will be responsible for ensuring that contracted partners and team supervisors are aware of all project protocols and participate in training to provide guidance to staff. Subcontractor lead to participate in regular meetings with Contractor's Program Manager to check-in on project progress, including issues related to staffing, logistics for implementing testing, HIPAA-compliant data management, and results notification, Subcontractor lead will serve as a liaison to and coordinate with County on site-level protocols for school reopening and exposure management. Subcontractor lead will ensure that the Subcontractor reports identified COVID-19 cases on the school campus to County using the COVID-19 Case and Contact Line List for the Education Sector.

- 5.3.2 Review and affirm ability to follow the standard implementation plan provided by Contractor, the latter in consultation with County, and completion of tracking tools to monitor progress.
- 5.3.3 Provide infrastructure for School-based COVID-19 Testing in K-12 Schools. This includes but not limited to: staffing, supplies, and information systems to conduct and report on the School Testing Project
- 5.3.4. Submit weekly progress report and monthly financial report to the Contractor. The reports will include the following information:

Weekly Progress Reports

- Total enrollment
- Number of individuals tested
- Number of tests – PCR (total and positive tests)
- Number of tests – Antigen (total and positive tests)
- Number of tests – Other (total and positive tests)
- Total positive tests
- Description of program activities
- Other indicators that may arise to ascertain program progress

Monthly Financial Report

Record the amount of expended/drawdown and unliquidated obligations in the monthly reporting period by the following categories (as outlined in the financial report template):

- Salary
- Fringe
- Equipment
- Travel
- Supplies
- Other
- Contractual
- Indirect Costs

- 5.3.5 Assist County with ensuring that data are tracked using templates provided by County, which is to include but not limited to:

School Tests

- Number of tests performed.
- Testing Platform used (e.g., PCR, Antigen)
- Testing Location

- Test results
- Contact information for Agency lead
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons that tested positive.
- Demographic, exposure, symptom status, testing, vaccination, and contact information for persons on campus who were exposed to the person who tested positive

- 5.3.6 Agencies may propose additional cost to spend staff time and resources to support the overall initiative and activities that is directly related to the statement of work.
- 5.3.7 Participate in meetings as needed with Contractor, County, and other Subcontractors to facilitate coordination, peer learning and sharing of best practices and challenges.

6.0 PAYMENTS

6.1 County to Contractor

The maximum amount of the Contractor Contract is \$266,059,413. County will provide Contractor an advancement on or around July 6, 2021 but no later than July 10, 2021. The County may approve other advances required by Contractor as its sole discretion. Additional advances can be issued as agreed by County and Contractor.

Contractor agrees to separate the Program Funds provided under this Contract in a separate interest-bearing financial account in accordance with and as instructed by the County. Interest earned on funds under this Contract must be returned to the County, per the terms of this Contract.

Contractor shall provide a monthly invoice to the County that details the tasks, deliverables, goods, services, and other work specified in this Statement of Work. All invoices shall include a financial invoice and all required reports and/or data. All invoices shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor. Invoices shall be submitted to County within thirty (30) calendar days after the close of each calendar month.

Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at

<http://publichealth.lacounty.gov/cg/docs/AuditorControllerContractingandAdminHB.pdf>

6.2 Contractor to Subcontractors

For purposes of this Contract, a subcontract template must be approved in advance in writing by Director or authorized designee(s). Contractor's request to Director for approval of a subcontract template shall include:

- Template subcontract
- Template statement of work
- Template budget

In the event that the Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents from the funds provided by County.

Subcontractors must submit monthly financial reports and invoices along with supporting documentation/general ledgers that support expenses incurred and/or accrued within 30 days of the end of each month.

7.0 REPORTING

In addition to the reporting requirements outlined in the Contractor's Contract, the Contractor will submit Subcontractor's weekly progress reports and monthly financial reports using templates provided by County. Other documentation will include:

- Supporting documentation, including copies of Subcontractors' Agreements
- Quarterly assessment reports in approved format
- Performance measure data, through the weekly progress reports and when requested
- Annual progress reports (APRs) using a template provided by County

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Individuals/Groups

- Alaska Native
- American Indian/Indigenous
- Asian
- Black/African American
- Native Hawaiian or Pacific Islander
- Latina/o/x
- Immigrants, including indigenous and undocumented individuals
- Limited English proficient communities
- Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual, and Two-Spirited (LGBTQ+)
- People that are disabled
- Low-income individuals, including uninsured individuals and families
- Individuals experiencing homelessness
- Justice impacted people

**DEPARTMENT OF PUBLIC HEALTH
SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS**

Priority Regions and Neighborhoods

The following list includes the most disadvantaged regions and neighborhoods based on the [California Healthy Places Index](#) (HPI). The list below may be updated accordingly based on any updates to HPI and should be used in coordination with COVID-19 case and vaccination rates to guide targeted outreach.

Azusa	Lowell
Baldwin Park	Lynwood
Bell	Montebello
Bell Gardens	Monterey Park
Bellflower	Norwalk
Compton	Palmdale
Downey	Paramount
East Los Angeles	Pico Rivera
East Rancho Dominguez	Pico Union
El Monte	Pomona
Glendale	Rosemead
Glendora	Rowland Heights
Hawthorne	San Gabriel
Inglewood	Santa Clarita
La Puente	Santa Fe Springs
Lancaster	South El Monte
Lawndale	South Whittier
Lennox	Torrance
Long Beach	Westlake
Los Angeles	Whittier

SCHOOL-BASED COVID-19 TESTING IN K-12 SCHOOLS

LOS ANGELES COUNTY OFFICE OF EDUCATION

Budget Period
Execution Date
 Through
July 31, 2022

Description	Amount
Salaries & Benefits	\$8,156,852
Travel	\$480,211
Equipment	\$1,721,600
Supplies	\$650,000
Other Costs <ul style="list-style-type: none"> • Training • Data storage • Software Development • Outreach • Facilities (storage, upgrade/refit existing spaces) • Logistics • Reprographics • Other Administrative 	\$4,586,000
Subcontracts <ul style="list-style-type: none"> • K-12 local education agencies (LEAs) • Communications • Lab reporting platform • Data software management & support • Implementation Evaluation & Research • Higher Education Partnerships • Fiscal Monitoring/Reporting Support 	\$247,562,284
Indirect Cost (10% LACOE Administrative Costs)	\$2,902,466
TOTAL PROGRAM BUDGET	\$ 266,059,413

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Public Health Project Director and the Contractor. Invoices and cost reports must be submitted in accordance with approved line-item detailed budgets.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title*Patricia Smith*

Authorized Official's Signature

Jun 7, 2021

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Los Angeles County Office of Education Contract No. PH-004608

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: Jun 7, 2021

PRINTED NAME: Pat Smith

POSITION: Chief Financial Officer

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Los Angeles County Office of Education

Company Name

Address

9300 Imperial Highway, Downey CA 9024295-

Internal Revenue Service Employer Identification Number

95-6000942

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



Signature

Jun 7, 2021

Date

Pat Smith

Chief Financial Officer

Name and Title of Signer (please print)

FEDERAL PROVISIONS

I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

IV. DEBARMENT AND SUSPENSION

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment 1, Contractor is the "prospective lower tier participant."
- D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop-down menu for State, select, "California." In the drop-down menu for County, select "Sonoma." In the drop-down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No Contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

- D. Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. Subcontracts:** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United

States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF COUNTY (applicable to all contracts in excess of \$10,000)

See Termination for Convenience provision in underlying Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of \$10,000)

Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Termination for Default provision in underlying Agreement.

XVII. CHANGES.

Any changes or modifications will be by written mutual agreement of the parties.

XVIII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIX. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime Contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when

possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime Contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXI. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXIII. DPH SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT 1**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Contractor Signature

Jun 7, 2021

Date

ATTACHMENT 2**CERTIFICATION REGARDING LOBBYING***Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

Jun 7, 2021

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

COUNTY PROJECT DIRECTOR:

Name: Veronica Lee, PhD MPH

Title: Health Program Analyst III

Address: _____

Telephone: (213) 472-5432

E-Mail Address: Vlee2@ph.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Edith Hernandez, MPH

Title: Health Program Analyst III

Address: _____

Phone: _____

E-mail: Ehernandez3@ph.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Office of Education

CONTRACT NO.: PH-004608

CONTRACTOR'S PROJECT MANAGER:

Name: Janice Phelps

Title: Director II

Address: 9300 Imperial Highway

Downey, CA 90242

Telephone: (562) 221-1363

E-Mail Address: Phelps_Janice@lacoed.edu

CONTRACTOR'S AUTHORIZED OFFICIALS:

Name: Patricia Smith

Title: Chief Financial Officer

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6124

E-mail: Smith_Pat@lacoed.edu

Name: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

Notices to Contractor shall be sent to the following:

Name: Arturo Valdez

Title: Deputy Superintendent

Address: 9300 Imperial Highway

Downey, CA 90242

Phone: (562) 922-6129

E-mail: Valdez_Arturo@lacoed.edu






RUSH: 05809 Los Angeles County Office of Education PH-004608

Final Audit Report

2021-06-08

Created:	2021-06-07
By:	Samantha Tsui (stsui@ph.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIjwf_EopGZ4NldgjBU9doo1ksMfIPg1M

"RUSH: 05809 Los Angeles County Office of Education PH-004608" History

-  Document created by Samantha Tsui (stsui@ph.lacounty.gov)
2021-06-07 - 10:37:58 PM GMT- IP address: 104.129.199.70
-  Document emailed to Barbara Ferrer (dphdirectorsignature@ph.lacounty.gov) for signature
2021-06-07 - 10:40:00 PM GMT
-  Email viewed by Barbara Ferrer (dphdirectorsignature@ph.lacounty.gov)
2021-06-08 - 2:23:45 AM GMT- IP address: 172.249.64.193
-  Document e-signed by Barbara Ferrer (dphdirectorsignature@ph.lacounty.gov)
Signature Date: 2021-06-08 - 2:24:05 AM GMT - Time Source: server- IP address: 172.249.64.193
-  Agreement completed.
2021-06-08 - 2:24:05 AM GMT

MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE

WELLNESS CENTER SPECIALIST

SUMMARY

Under the direction of the Superintendent or designee, provides leadership in mental health intervention to students in order to promote emotional health, student success, and retention; provides consultation, wellness services, ongoing case management, and a full range of socio-emotional prevention, intervention, counseling and agency linkage to resources at the comprehensive high school and within the district; and performs related duties as assigned.

ESSENTIAL DUTIES

Coordinates and directs site and/or district mental health needs/supports; supervises and directs social work interns; manages and coordinates mental health community partnerships; participates in Mental Health Intervention Team, student crisis response tracking, Alternative Placement Committee (APC) meetings, and 504 and SST meetings as needed or as it pertains to caseload; provides and facilitates parent workshops, conferences and trainings; provides and facilitates student workshops, conferences and trainings; provides Wellness Peers training and meetings; facilitates students and family outreach (outreach may be provided to all referred students, with planned programs for families, primary care providers, employers, and others); provides and facilitates mental health initial screenings, crisis intervention referrals, and other early intervention services; utilizes district data systems to provide programmatic decision making; assists in facilitating linkages and ensuring access to school-based and community-based services; maintains and develops programs and processes for facilitation of all mental health services; works with homeless and foster youth; and other duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience: Master's degree in Social Work from an accredited school of social work or such alternatives that the Personnel Commission may find desirable. Minimum of three (3) years' experience, preferably in a school setting. Experience in alcohol, tobacco, and other drug prevention; health; or mental health related fields is desired. Bilingual (Spanish) desired.

Certificates: Valid California Licensed Clinical Social Worker (LCSW), or Licensed Marriage and Family Therapist (LMFT), or an alternative mental health practitioner license that the Personnel Commission may find desirable.

License: A valid Class C California Driver License.

WELLNESS CENTER SPECIALIST
MONROVIA UNIFIED SCHOOL DISTRICT

Other: An automobile to be used in the course of work that meets the current legal requirements for vehicle operation in the State of California, including proof of insurance. A DMV driving report is required prior to employment.

Knowledge of: prevention practices of health and mental health, and alcohol, tobacco, and other drug prevention; word processing, spreadsheet technologies, and database software applications; diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of participating students and families; and operation of a computer and data entry techniques.

Ability to: work effectively with a wide range of clientele including students, parents, school staff and community members; evaluate problems and develop options and solutions; maintain confidentiality; communicate effectively with students, parents, district personnel, community – oral and written; understand the physical, intellectual, social, and emotional growth patterns of students; and work effectively with all racial, ethnic, linguistic, disability and socioeconomic groups.

Work environment: Indoors. Involves traveling to all district school sites and buildings.

Physical ability: Ability to lift objects weighing up to 80 pounds using safe and proper methods and/or equipment; move objects weighing over 80 pounds using safe and proper methods and/or equipment; ability to sit at a desk for extended periods of time; ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone with or without hearing aids; eyesight, corrected or uncorrected, sufficient to read fine print; manual dexterity to carry out the essential functions of the position; ability to speak in audible tones so that others may understand clearly; ability to bend, reach, pull and walk.

NOTE: The list of essential functions and physical abilities is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

Adopted:

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

12. 20/21 - 4019 – APPROVAL OF AWARD OF CONTRACT WITH AMS.NET FOR HIGH LEVEL NETWORK AND SYSTEMS SUPPORT

RECOMMENDATION

The District would like the Board of Education to approve an award of contract with AMS.NET to provide high-level network and systems support.

Motion by _____, seconded by _____ Vote _____

Board Member Hammond____, Board Member Gholar____, Board Member Anderson____,

Board Member Lockerbie____, Board President Travanti____

Rationale:

The District would like the Board of Education to approve an award of contract with AMS.NET for high-level systems support. This level of support consists of a team of highly certified network and systems engineers. This support goes beyond the individual manufacturer technical support on the wide variety of systems we run on. AMS.NET is a technology solutions provider that will be performing work on our network and systems from a multi-vendor solutions standpoint. Technology solicited multiple proposals and quotes. AMS.NET is being selected as the vendor found to be the best fit for the district at this current time.

Background:

The District had previously relied on the Chief Technology Officer for high-level network and systems work with projects contracted as needed. Depending on the the work at needed to be completed, this can puts the district at risk should the CTO be unavailable, such as an oversees vacation, on leave, or even out of state over a weekend. The District restructured with the addition of Systems Analyst position. Our Systems Analyst is currently on leave and is still learning our network and systems. A technology solutions provider assist in filling in our gaps in high-level network and systems support.

Budget Implication (\$ Amount):

The cost is \$126,500.

Additional Information:

Please see attached Support Services proposal.

ATTACHMENTS

- [AMS NET Technical Certifications.pdf](#)
- [Cisco Gold Cert.pdf](#)

- [AMS NET Company Overview.pdf](#)
- [AMS.NET Support Services Proposal Monrovia Unified School District 062021.pdf](#)



Cisco

CCIE (4)- Certified
Internetwork Expert
CCNP (6)- Certified
Networking Professional
CCDA (3)- Certified
Design Associate
CCNA (12)- Certified
Network Associate
CCENT- Certified
Entry Networking
Technician
Cisco AMP Endpoint
Associate
Cisco IronPort WSA

**HP/Aruba Wireless
Expertise**

ACMP (3)- Certified
Mobility Professional
ACSP (3)- Certified
Switching Professional
ACCP (2)- Certified
Clearpass Professional
ATP FlexNetwork
Solutions Certification
ATP Hybrid IT Solutions
Solutions Certification

VMware

VCP (4)- Certified
Professional
VTSP (Many)- Technical
Sales Professional

Western Digital/Tegile

TCIE- Certified
Implementation Engineer

**Multi-
Vendor
Expertise**

Dell/EMC

EMCIE- Implementation
Engineer
- Clariion
- VNX (2)
- Celerra
- RecoverPoint (2)

Microsoft

MCP- Certified Professional
MCSA Certified Solutions
Associate-
2000, 2003, 2008,
Windows Server 2012,
Office 365
MCSE Certified Solutions Expert
- 2000 + Messaging,
Private Cloud, Cloud
Platform & Infrastructure,
2003
MCSA Certified Solutions
Associate- Office 365
MCITP Certified IT Professional
Certification- 2008

Palo Alto Networks

PCNSE (3)- Certified
Network Security Engineer
ACE (2)- Accredited
Configuration Engineer
SE Traps Professional

Veeam

VMCE (2)- Certified Engineer

Ruckus Wireless

ICX Implementer (2)
CWNA – Certified
Wireless Network
SmartZone SE
Cloudpath SE
WiSE

Others

Various other sales and
engineering certifications



Gold Integrator

Awarded to: **AMS.NET**

Country Group: **USA**

Valid Until: **January 24, 2022**

Validate this certificate by searching company name and location at
cisco.com/go/partnerlocator.

Certificate generated on March 26, 2021



AMS.NET

Technology Solution Provider

ABOUT US

About Us

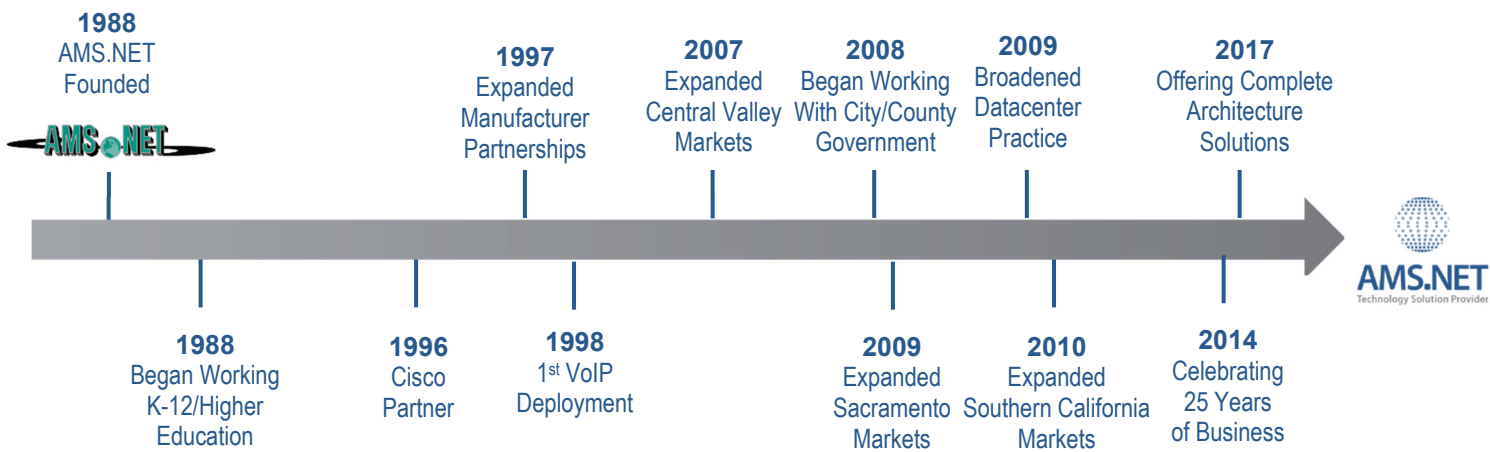
AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers' architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 30 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!



Celebrating More Than 30 Years



AMS.NET

Technology Solution Provider

Unique Customer Experience

AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. Our industry expertise, technology vision and people create a unique customer experience.

- Close customer engagement in the presales process with design, site walk, white boarding session and more
- Proven installation process including project management, skilled and experienced engineers and post installation support
- Established, trusted and proven with more than 30 years' experience, extensive reference list and specialization in your vertical
- Elite partnerships with leading manufacturer partners to obtain and provide exceptional pricing for your solutions
- Multivendor expertise with certifications and technical knowledge to support your entire technology landscape
- Long term technology partner with a consultative approach regardless of the organization size or project scope.



TURNKEY IMPLEMENTATION



AMS.NET

Technology Solution Provider

Our Approach

With a focus on delivering business outcomes, we have a four-pronged pre-sales approach to keeping your business goals top of mind.

1. First is determining the business drivers for your organization. Are you needing to meet government mandates? Are you looking to add new programs such as BYOD or video instruction? Has there been a security breach or another event that is being addressed? A clear insight to your business drivers sets the road map for your technology solution.
2. Identifying considerations or possible concerns at the start of a project allows for planning to minimize the effects and costs of those possible barriers. Cabling, infrastructure, IT resources and budget constraints should all be identified.
3. During the planning process, specific deadlines, funding schedules, internal resources and other projects need to be considered.
4. Following the technology implementation support may be necessary. Identifying current expertise gaps or need for managed services should be evaluated.



SOLUTION APPROACH



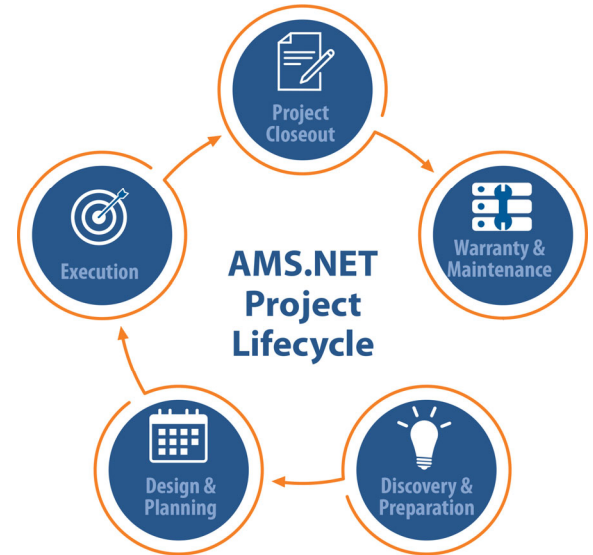
AMS.NET

Technology Solution Provider

AMS.NET Project Lifecycle

Providing Complete Project Management Services to Meet Your Technology Requirements and Business Outcomes

AMS.NET project management office utilizes a proven and methodical system to deliver technology solutions. While we follow an established 5 stage project lifecycle, our PMO will adapt to your unique project and organizational requirements. Our experienced and customer-focused team of project managers collaborate with key project stakeholders throughout the project, provide risk management and conduct ongoing project auditing to ensure the project meets milestones and follows the agreed upon project plan.



AMS.NET’s PMO follows an established – yet adaptable – 5 stage project lifecycle:



DISCOVERY & PREPARATION

During the first project stage, AMS.NET will identify the current infrastructure along with define technology requirements and key performance indicators. Our pre-sales engineers, account team, project managers and customer experience team are aligned and have a hand-off process to ensure the successful execution of your technology solution.



DESIGN & PLANNING

Milestones and the project plan are built for your unique technology implementation. Our PMO develops detailed documentation of project tasks and dates to ensure a smooth technology implementation. Project managers will also work with you on risk management to identify risks and advise you of our options to mitigate those risks.



EXECUTION

The project manager manages the coordination of all AMS.NET engineers, cabling team, and third party vendors and key customer stakeholders to meet milestones defined in the project plan. The project is closely monitored and stakeholders are provided with regular updates.



PROJECT CLOSEOUT

At project closeout, AMS.NET provides complete documentation of the project’s technical implementation.



WARRANTY & MAINTENANCE

After deployment, AMS.NET PMO will introduce our support team for the 30-day warranty period. AMS.NET also offers a host of maintenance plans and managed services to ensure the solution continues to perform at optimum levels.



AMS.NET

Technology Solution Provider

Project Management Services Customized for Your Project and Your Team

While we rely on proven processes, tools and best practices, every project and customer requirements are unique. Our project managers customize each engagement based on the technology solution, organizational requirements and your preferences in terms of communication style and frequency. Customized services, access to live tools, frequent communication and detailed documentation provide the foundation to ensure a successful implementation.

AMS.NET PMO Services Available:

Live Project Plan	✓
Live RAID Log	✓
Customized Communication Plan - Daily/Weekly Meetings, Weekly Emails	✓
Daily Stand Up Meetings	✓
Milestone Meetings	✓
Custom Install Plans	✓
Coordination of All Parties including Telco Vendor, Contractors, Cablers, Engineers and Your Team	✓
Design Documentation	✓
Logical Diagram	✓
Logistics Workbook including MAC Addresses, Serial Numbers, Equipment Location, etc.	✓
Configuration Details	✓
As Build Documents/Maps	✓
IDF Photos	✓
Post-Installation Virtual Walk-Through	✓
Final Configuration <i>(if applicable)</i>	✓
Program Management For All Active Projects- Single Project Manager, Single Point of Contact	✓
Project Closeout	✓
Testing and Quality Assurance Activities	✓
Final Documentation Walkthrough	✓
Project Closeout Meeting with Lessons Learned	✓



AMS.NET

Technology Solution Provider

Manufacturer Partners



Celebrating More Than 30 Years

www.ams.net
800-893-3660



AMS.NET

Technology Solution Provider

AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



ARCHITECTURE SOLUTIONS

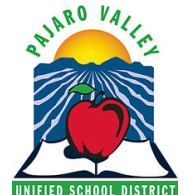
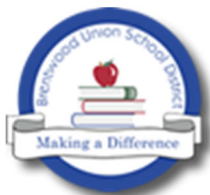
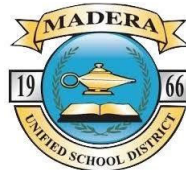
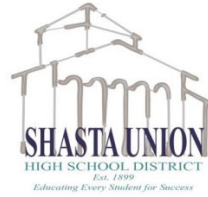
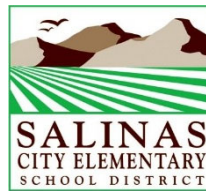


AMS.NET

Technology Solution Provider

Extensive Reference List

Education





AMS.NET

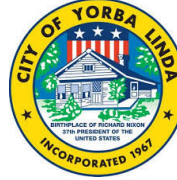
Technology Solution Provider

City/County Government



City Of Atwater

Community Pride City Wide



CITY OF Monterey

CALIFORNIA

City of FRESNO



JUDICIAL COUNCIL OF CALIFORNIA



PITTSBURG CALIFORNIA



CITY OF PLEASANT HILL

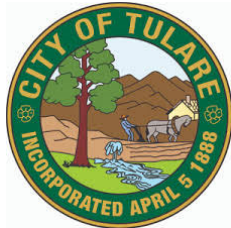
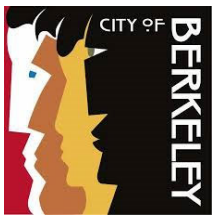
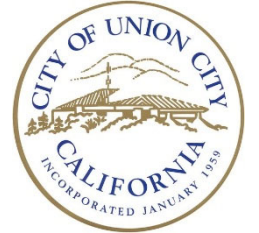
LA COUNTY LIBRARY



CITY OF OAKLAND



califa



Other Verticals



SUTTER HILL VENTURES



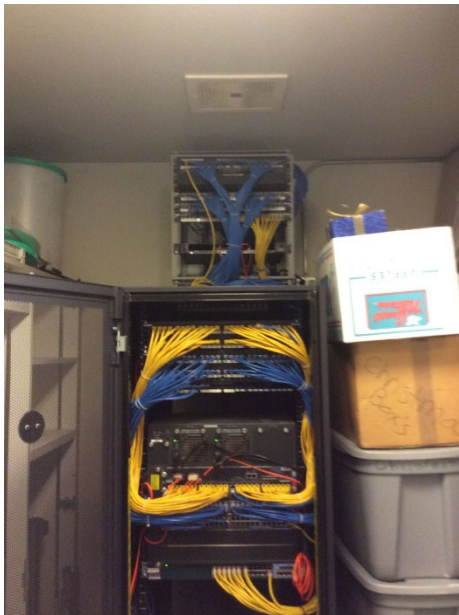


AMS.NET

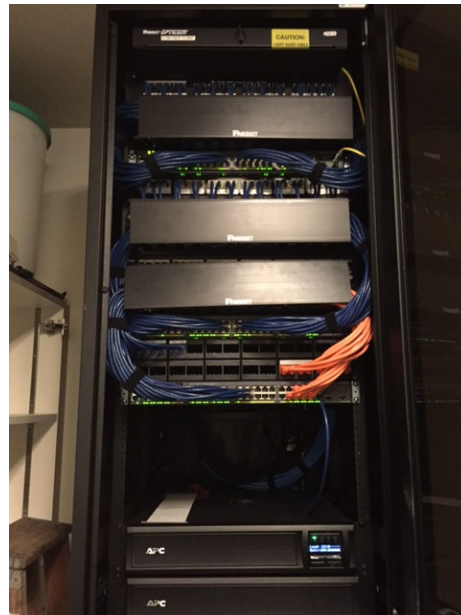
Technology Solution Provider

Before and After

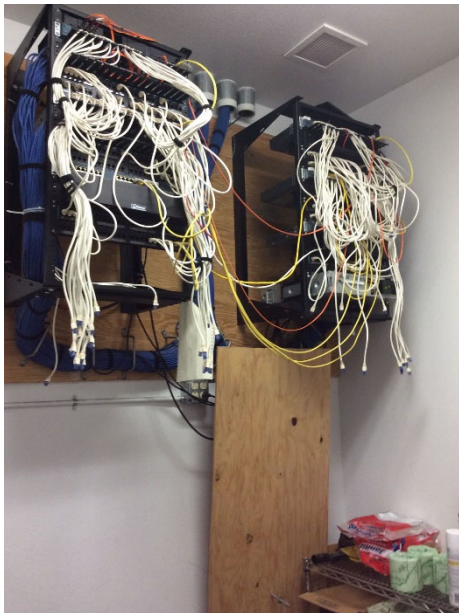
Our professional certified engineering and cabling teams have the expertise for your project- large or small. Structured wiring, racks and equipment are professionally installed and labeled for ease of maintenance after deployment.



Before



After



Before



After



AMS.NET

Technology Solution Provider

COMPANY FACTS

General Info

Legal Name: AMS.NET Inc.
Type: Delaware Corporation
Tax ID: 94-3291626
Principal Owner: Robert Tocci
Years in Business: 32 Years
Number of Employees: 115
Website: www.ams.net
Email: sales@ams.net
Phone: 800-893-3660/925-245-6100
Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812

Sacramento Regional Office: 1200 Creekside Drive
Folsom, CA 95630 Phone 800-893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106
Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692

Southern California Regional Offices: 12405 East Slauson Ave, Unit K,
Whittier, CA 90606, Phone 800-893-3660

License and Procurement

DIR#: 1000001046 Expires 6/30/22

FCC RN: 0012300554

Contractor License C-7:

763508 Expires 4/30/22

DUNS#: 556116234

Microsoft MCSE's: 1673446, 2056976

Procurement:

E-Rate: SPIN 143005880

Merced County FOCUS Contract: #2015109

SPURR Master Contract/ PEPPM Contract

NASPO Contracts- Cisco, HPE, Ruckus, EMC,
Pure Storage, Palo Alto Networks

CMAS Contracts-

APC

Arecont Vision

Aruba

Avigilon

Bosch

Cisco

Cohesity

Eaton

EMC

Extron

Fortinet

HP

Nimble Storage

Palo Alto Networks

Pure Storage

Rubrik

Ruckus Wireless

TrippLite

Veeam

VMware

Berk-Tek

Chatsworth

Corning

General Cable

Hitachi

Leviton

Ortronics

Panduit

Superior Essex

Labor

Certifications and Specializations

Cisco Gold Certified Partner/

Cisco Meraki Partner

Cisco Specializations:

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

Partial Manufacturer List:

Aruba HPE Platinum Partner, HPE Silver Partner,
Ruckus Elite Partner, Palo Alto Networks, Fortinet, Barracuda,
Aerohive, Pure Storage, Nimble Storage, Cohesity, DDN,
Rubrik, Veeam Silver Pro Partner, Datrium, VMware Partner,
Singlewire, FrontRow, Class Connection, AtlasIED, Extron,
Advanced Network Devices, Avigilon, Verkada, OnSSI,
Milestone, Arecont Vision, Hikvision, exacqVision, Tripplite,
APC, Panduit, General Cable, Damac, Leviton, Berk-Tek,
Ortronics, Hoffman, Cooper B-Line, Chatsworth, Superior Essex



AMS.NET

Technology Solution Provider

FCC RED LIGHT DISPLAY SYSTEM

AMS.NET's FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET (FRN #0012300554).

Red Light Display System View

[FCC](#) | [Fees](#) | Red Light Display System [< FCC Site Map](#)

Logged in as FRN: AMS.NET, Inc. (0012300554) [[Log Out](#)] [Back](#) | [Print](#) | [Help](#)

1/15/2021 7:19 PM**Current Status of FRN 0012300554**

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/15/2021 at 6:33 AM; it is updated once each business day at about 7 a.m., ET.



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Monrovia Unified School District
 325 E Huntington Dr
 Monrovia CA, 91016-6419 United States
 ATTN: Charles Poovakan

Ship To

Monrovia Unified School District
 325 E. Huntington Drive
 Monrovia, CA 91016
 ATTN: Charles Poovakan

Quote Description

AMS pFLEX Package

Quote #	#Q-00054637
Project #	94782
Modified	6/10/2021
Account Mgr.	Greg Jaramishian
AM Phone	(562) 236-5325
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	9/7/2021

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Standard pFLEX - 400 Hours					
1	AMS-MS-FLEX-PRE-20 \$4,600 Block of Premium Flex Support Hours - 20 Hours	AMS.NET	20.00	\$4,600.00	\$92,000.00
24x7 pFLEX - 100 Hours					
2	AMS-MS-FLEX-PRE-10-24x7 24x7 Block of Premium Flex Support Hours - 10 Hours	AMS.NET	10.00	\$3,450.00	\$34,500.00

Order Summary

Subtotal	\$126,500.00
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$126,500.00

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Authorized Signature: _____ Date: June 23, 2021

Print Name: Katherine Thorossian Print Title: Superintendent



AMS.NET
Technology Solution Provider

Consulting & Professional Services

AMS.NET provides consulting and professional services to supplement your technical staff and support complex technology solutions. Highly experienced engineers are available for advanced technical support where needed. Whether you need assistance with configuration changes, latency issues, design services, installation, multiple manufacturer integrations, troubleshooting or other professional services, our Premium Flex Time plans can be used for these services.

AMS.NET's highly-experienced team of engineers hold top tier certifications from Cisco/Meraki, HP, Aruba, Ruckus, Palo Alto Networks, Microsoft, VMware, Singlewire and others. Our host of services provide complex technical support for wireless, routing/switching, security, voice, paging, data center and other technology solutions.

Premium Flex Time plans are hourly blocks that do not expire. Response times are based on support request urgency. The Premium 24x7 option includes support after normal business hours. Premium plans provide a top-level engineer or customer preferred engineer for scheduled service and the top-level engineer that is available for cases that require an immediate response. Premium contracts are available starting at a block of 20 hours and 24x7 plans start at a block of 10 hours. Additional hours can be added to the premium plans in increments of 10 hours.

AMS.NET also offers a host of managed services for customizable, comprehensive coverage for all network or service related issues.

PREMIUM FLEX TIME



- ▶ Advanced Professional Services
- ▶ Local Certified Experienced Engineers
- ▶ Consulting, Installation & Troubleshooting
- ▶ Top Level or Preferred Engineer Provided
- ▶ Remote, On-Site and Telephone Support
- ▶ 4 Hour Response Time to Scheduled - Response Time Varies Based on the Flex Time Plan and Urgency of Support Need
- ▶ Standard Rate for Any Response Time
- ▶ Detailed Reporting and Portal to View Hours Used Against Blocks Purchased
- ▶ Hours Do Not Expire

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800-893-3660

PREMIUM FLEX TIME

Eligible Flex Time Support

The Premium Flex Time support provides premium support for your routing/switching, wireless, security, voice/collaboration, paging, data center and other technologies. AMS.NET supports major manufacturers including Cisco/Meraki, HP, Aruba, Ruckus, Palo Alto Networks, Microsoft, VMware, Singlewire and others.

Agreement Features	Premium Flex Time Agreement
Routine Changes	✓
Moves/Adds/Changes	✓
Troubleshooting/Repair	✓
Project Management	✓
Equipment Replacement (with vendor support)	✓
Installation Services	✓
Complex Troubleshooting	✓
Redesign	✓
Upgrades/Updates	✓
Integration with Third Party Manufacturers	✓
Technical Design/Planning	✓
Top Level Engineer Provided	✓
Select Preferred Engineer	✓

Guidelines and Limitations

Flex Time plans do not expire and are available until the time and funds are depleted. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines and limitations.

A four hour technical response time is guaranteed based on the urgency of the support request during normal business hours. Normal business hours are Monday through Friday 8:00am to 5:00pm. 24x7 plans include after hours support.

On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30 minute increments. Remote technical support is deducted in 30 minute increments. Travel time is charged at \$115/hr for both directions.

Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

Hardware Replacement/RMA Support will be billed as one hour of technical support and actual shipping changes plus discount will be deducted from your Flex Time plan.

Lift rental and boom truck rental will be deducted per day with a half day minimum. Rental charges are not eligible for discount.

Frequently Asked Questions

Is there an expiration on the Flex Time Plan?

- ▶ No, Flex Time Plans do not expire.

Can I use my Flex Time plan for materials?

- ▶ No, your Flex Time plan is for technical support only.

How are the hours deducted from my Flex Time Plan?

- ▶ The hours are deducted as the technical service is performed.

Why do I need to pay for Flex Time plan before the service is performed?

- ▶ Flex Time plans provide a guaranteed response time when the support requires an immediate response. To ensure you receive that guaranteed response time you need to have a Flex Time plan prior to requesting service.

Is there a guaranteed response time?

- ▶ Flex Time plans provide a guaranteed response time of 4 hours when the service requested is urgent. All other non-urgent requests will be scheduled.

What installation warranty do I receive with the Flex Time plans?

- ▶ Flex Time plans do not guarantee an installation warranty. AMS.NET provides a 30-day installation warranty when services are quoted as a turnkey solution and bid only.

How do I contact AMS.NET for Technical Support?

- ▶ Contact Customer Service at **800-893-3660 x611** or **925-245-6111** or via email at **tac@ams.net**.



AMS.NET
Technology Solution Provider

Agenda Item Details

Meeting Date: 2021-06-23 19:00:00

AGENDA ITEM TITLE:

13. 20/21-5095 - PENDING BOARD ISSUES

RECOMMENDATION

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

Rationale:

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

Background:

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

Legal References:

Additional Information:

ATTACHMENTS

- [Pending Board Issues 062321.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)	
CGI Math Update	Provide a program update to the Board of Education	September 2021
Equity Update	Provide an update on district practices to promote equity in schools	Annually
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	Continuous
E-Rate	E-rate funding approved and maintenance contract awarded at March 10 th Board meeting	In Progress
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct/Nov/Dec.	Next report Fall 2021
Athletic Coach Certification & Training	Athletic coach certification and concussion training annually. Next training: August 2021	Annually in August

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Board Walks (Board site visits)	Elementary and secondary schools will be scheduled for 2021-22 SY	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2021	Annually in fall
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2022

Issue/Question/Request	Status	Next steps
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 Fall 2021
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> To collaborate and discuss matters of importance to both the City of Monrovia and the District 	Working on potential dates
State of the Schools	<ul style="list-style-type: none"> 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
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites are being discussed with MPD 	Plans underway; Progress report to be received in Summer 2021
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation 	Status update to be provided throughout the year

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