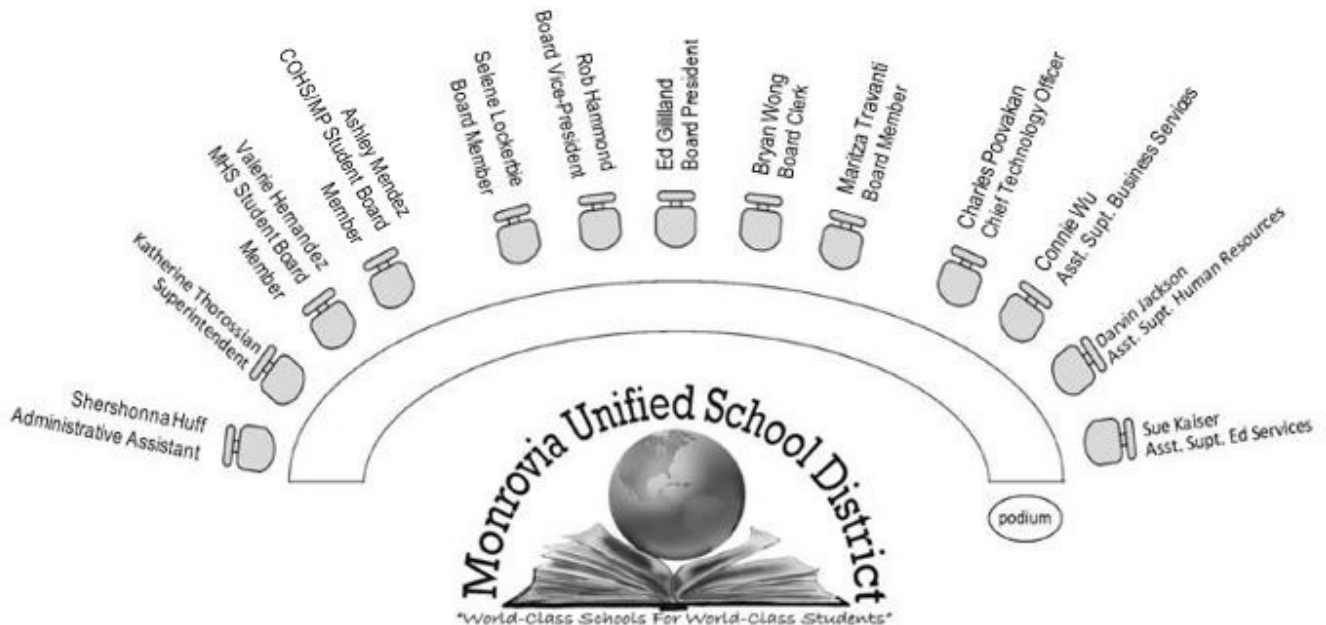




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair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



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



## MONROVIA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

325 E. Huntington Drive Monrovia, California 91016

### BOARD OF EDUCATION CLOSED SESSION

Wednesday, May 8, 2019

5:30 p.m. - Superintendent's Office

### BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, May 8, 2019

7:00 p.m - Board Room

#### A. CONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (5:30 p.m.)

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

#### B. CONVENE BOARD OF EDUCATION CLOSED SESSION (5:30 p.m.)

1. Expulsion Case No. 1819-12, Student I.D. No. 111114153 [Education Code 48900 (a.1)].
2. 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).
3. Public Employee Discipline/Dismissal/Release (Government Code Section 54957)
4. Superintendent Goals

**C. ADJOURN BOARD OF EDUCATION CLOSED SESSION**

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

1. Meeting called to order by presiding chairperson, \_\_\_\_\_ at \_\_\_\_\_ pm.
2. Pledge of Allegiance led by Plymouth Elementary School

3. Roll Call:

Ed Gililland, Board President \_\_\_\_\_ Katherine Thorossian, Superintendent \_\_\_\_\_  
Rob Hammond, Board Vice-President \_\_\_\_\_ Sue Kaiser, Asst. Supt. Ed. Svcs. \_\_\_\_\_  
Bryan J. Wong, Board Clerk \_\_\_\_\_ Darwin Jackson, Asst. Supt. HR \_\_\_\_\_  
Maritza Travanti, Board Member \_\_\_\_\_ Connie Wu, Asst. Supt. Bus. Svcs. \_\_\_\_\_  
Selene Lockerbie, Board Member \_\_\_\_\_ Charles Poovakan, CTO \_\_\_\_\_  
Analisa Amaya, MHS Student Board Member \_\_\_\_\_

4. Report on Closed Session held this date

**E. ORDER OF BUSINESS**

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.
2. Approve the Minutes of the Regular Board of Education Meeting on April 24, 2019.  
Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_  
Board Member Wong \_\_\_\_\_, Board Member Lockerbie \_\_\_\_\_ Board Member Travanti \_\_\_\_\_  
Board Member Hammond \_\_\_\_\_, Board President Gililland \_\_\_\_\_

**BM Minutes - April 24, 2019**

[BM Minutes - April 24, 2019.pdf](#)

**F. RECOGNITIONS AND COMMUNICATIONS**

1. The Board of Education wishes to congratulate **Emily Neal** on being a **National Merit Scholarship Program nominee**, which honors exceptional American youths and encourages them in achieving their goals and aspirations.
2. The Board of Education would like to recognize the students and staff who participated in and coordinated the **"Next Generation Elementary Math Bee."**
3. The Board of Education would like to congratulate the **"The Kings of Queens"** of **Monrovia High School**, and **"The Hippiebots"** of **Clifton Middle School** on competing in the **2019 FIRST Tech Challenge (FTC) Championship**.
4. Board Member Reports
5. Student Board Member Report
6. Report from the Superintendent

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

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than five (5) minutes per person per item.

**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 attend and provide input.

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

### H. INFORMATIONAL REPORTS AND PRESENTATIONS

**1. MUSD MENTAL HEALTH AND WELLNESS SERVICES.** (*Susan Hirsch, Director of MHS Wellness Center & Intervention Programs*). The Board of Education will receive an update on the latest efforts of Monrovia Unified School District to promote mental health awareness.

**2. COMPREHENSIVE SUPPORT AND IMPROVEMENT (CSI) PLAN.** (*Flint Fertig, Director of Adult Education & Alternative Programs*). The Board of Education will receive an informational report on the Comprehensive Support and Improvement (CSI) Plan for Canyon Oaks High School.

### 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 Wong\_\_\_\_, Board Member Lockerbie\_\_\_\_, Board Member Travanti\_\_\_\_

Board Member Hammond\_\_\_\_, Board President Gililand\_\_\_\_

### EDUCATIONAL SERVICES

#### 1. 18/19-1137 - ADOPT RECOMMENDED ONLINE CURRICULUM

The Board of Education is requested to adopt the following online curriculum for tobacco prevention: The Stanford Medicine Tobacco Prevention Toolkit: Modules for Tobacco and Nicotine Education.

#### 2. 18/19-1138 - ADOPT RECOMMENDED TEXTBOOKS

The Board of Education is requested to adopt the following textbooks for the Sports Medicine I and Sports Medicine II courses: "Fundamentals of Anatomy and Physiology" (NASTA Edition) by Pearson, and "Sports Medicine Essentials: Core Concepts in Athletic Training & Fitness Instruction," 3rd Edition, by Cengage Learning.

#### 3. 18/19-1139 - MEMORANDUM OF AGREEMENT BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND THE MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Memorandum of Agreement between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Monrovia Unified School District concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and Monrovia Unified School District's student information system, Aeries from July 1, 2019 through June 30, 2022.

[San Joaquin COE - SEIS 5-8-19.pdf](#)

#### 4. 18/19-1141 - BOARD POLICY 6162.5, STUDENT ASSESSMENT

The Board of Education is requested to adopt Board Policy 6162.5, Student Assessment, as recommended by the California School Boards Association.

**5. 18/19-1143 - SALES ORDER AGREEMENT WITH PEAR DECK, INC.**

The Board of Education is requested to approve a Sales Order Agreement with Pear Deck, Inc. for premium access for the 2019-20 school year.

[1143 Pear\\_Deck\\_5-8-19.pdf](#)

**BUSINESS SERVICES**

**6. 18/19-2119 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$435,297.05 issued April 8, 2019 through April 22, 2019, and payments in the amount of \$765,643.63 issued April 11, 2019 through April 24, 2019.

[BA Item 2119\(b-e\) Purchase Order Rpt.pdf](#)

**7. 18/19-2120 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts; Deposit Report No. 40 deposited April 22, 2019 for a total amount of \$197,603.80.

[BA Item 2120\(b\) Deposit Rpt #40.pdf](#)

**8. 18/19-2121 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2121\(b\) Budgetary Transfers.pdf](#)

**9. 18/19-2122- ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1819-18.

[Acceptance of Gifts #1819-18 05-08-19.pdf](#)

**10. 18/19-2123 - MERGE RISK MANAGEMENT JPA FOR SPECIAL EDUCATION TRANSPORTATION SERVICES AGREEMENT – ADDENDUM NO. 2**

The Board of Education is requested to approve Addendum No. 2 for Special Education student transportation services between MERGE Risk Management JPA and Monrovia Unified School District for the 2019-20 school year.

[BA Item 2123\(b\) MERGE Amendent No 2.pdf](#)

**HUMAN RESOURCES**

**11. 18/19-3060 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Monrovia Unified School District Board of education is requested to approve Travel and Conference Report #19.

[05082019TravelConference.pdf](#)

**12. 18/19-3061- PERSONNEL ASSIGNMENTS**

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

[2019-05-08 Personnel Report 18.pdf](#)

**13. 18/19-3062 - BOARD OF EDUCATION DESIGNATED REPRESENTATIVES**

The Board of Education is requested to appoint Katherine Thorossian and Darvin Jackson as Designated Representatives of Monrovia Unified School District's represented employees of Monrovia Teachers Association (MTA) and California School Employees Association (CSEA); Katherine Thorossian and Darvin Jackson as the Designated Representatives of non-represented employees of Confidential/Classified Managers (C/CM); and Katherine Thorossian as the Designated Representative of non-represented employees of Monrovia Association of School Administrators (MASA) for the purpose of salary discussions in closed sessions with the

Board of Education for the 2019-2020 school year.

**14. 18/19 - 3063 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential and management employees, will be indefinite for the 2019-2020 fiscal year. These benefits are effective July 1, 2019, and may be increased and/or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting and other factors.

**TECHNOLOGY**

**15. 18/19-4016 - EDLIO INC., WEB HOSTING RENEWAL**

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from July 1, 2019 through June 30, 2020.

[Monrovia Unified School District Quote A.pdf](#)

**16. 18/19-4017 – MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from SHI International Corp., effective May 24, 2019 through May 30, 2020.

[SHI Quote-16776829.pdf](#)

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

**EDUCATIONAL SERVICES – Sue Kaiser, Ed.D., Asst. Superintendent.– Ed. Services**

**1. 18/19-1140 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT FOR SCALE UP! STUDENT SUCCESS THROUGH TECHNOLOGY AND ARTS INTEGRATION PROJECT**

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) for Scale Up! Student Success Through Technology and Arts Integration Project from May 9, 2019 through September 30, 2019.

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

Board Member Wong \_\_\_\_\_, Board Member Lockerbie \_\_\_\_\_ Board Member Travanti \_\_\_\_\_

Board Member Hammond \_\_\_\_\_, Board President Gililland \_\_\_\_\_

[LACOE - Scale Up Contract 5-8-19.pdf](#)

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

**2. 18/19-2126- PUBLIC HEARING FOR PROPOSED ENERGY SERVICES AGREEMENT TO IMPLEMENT PROPOSITION 39 HVAC UPGRADE PROJECT**

The Board of Education is requested to hold a public hearing to take testimony from the public and discuss the proposed energy services agreement to implement proposition 39 HVAC upgrade project.

**3. 18/19-2127- RESOLUTION TO APPROVE ENERGY SERVICES AGREEMENT FOR PROPOSITION 39 ENERGY CONSERVATION PROJECT**

The Board of Education is requested to approve Resolution No. 1819-14 to approve the Energy Services Agreement for Proposition 39 Energy Conservation Project at Plymouth Elementary School and Clifton Middle School.

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

Board Member Wong \_\_\_\_\_, Board Member Lockerbie \_\_\_\_\_ Board Member Travanti \_\_\_\_\_

Board Member Hammond \_\_\_\_\_, Board President Gililland \_\_\_\_\_

[BA Item 2127\(b,c\) Resolution 1819-14 and Energy Services Agreement Prop 39 - Irvine Valley.pdf](#)

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

**4. 18/19-5059- CONSIDER EXPULSION CASE NO. 1819-12, Student I.D. No. 111114153**

**[Education Code 48900 (a.1)].**

The Board of Education will consider Expulsion Case No. 1819-12, Student I.D. No. 111114153 [Education Code 48900 (a.1)].

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ Vote \_\_\_\_\_  
Board Member Wong \_\_\_\_\_, Board Member Lockerbie\_\_\_\_, Board Member Travanti \_\_\_\_\_  
Board Member Hammond\_\_\_\_\_, Board President Gililland \_\_\_\_\_

**5. 18/19-5060– BOARD BYLAW 9005, GOVERNANCE STANDARDS**

The Board of Education is requested to receive for first reading Board Bylaw 9005, Governance Standards.

[BB 9005 Governance Standards - First Reading 050819.pdf](#)

**6. 18/19-5061 – BOARD OF EDUCATION RETREAT DEBRIEF**

The Board of Education will discuss/debrief from the work completed at the Board of Education Retreat held on April 19, 2019.

**7. 18/19-5062- 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 050819.pdf](#)

**K. OLD BUSINESS**

- Thursday, May 16, 2019; 4:00 p.m. - Jt. PC/Board of Education Meeting
- Wednesday, May 22, 2019; 7:00 p.m. - Regular Board of Education Meeting
- Wednesday, June 12, 2019; 7:00 p.m. - Regular Board of Education Meeting

**L. NEW BUSINESS**

**Open Houses:**

- Santa Fe CSMS - May 23, 2019 @ 5 pm

**Promotions & Graduations:**

- Monrovia Adult School Graduation @ Clifton MS - May 30, 2019; 6pm
- Clifton MS - June 4, 2019 @ 9:00 a.m.
- Santa Fe CSMS - June 4, 2019 @ 9:30 a.m.
- Canyon Oaks HS/MP @ Clifton MS - June 4, 2019; 6:00 p.m.
- Bradoaks ES - June 5, 2019 @ 8:15 a.m.
- Mayflower ES - June 5, 2019 @ 8:30 a.m.
- Monroe ES - June 5, 2019 @ 9:00 a.m.
- Plymouth ES - June 5, 2019 @ 8:30 a.m.
- Wild Rose SOCA - June 5, 2019 @ 8:30 a.m.
- MHS - June 5, 2019 @ 7:00 p.m.

**Other dates to Calendar:**

- Superstars of Music Showcase – May 9, 2019; 6:30 p.m.
- Monrovia Days Parade & Festival - May 17-19, 2019
- PIQE Graduation @ Plymouth ES - May 23, 2019; 6:30 p.m.
- Memorial Day (ALL SITES CLOSED) - May 27, 2019

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



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

**BOARD OF EDUCATION STUDY SESSION  
Wednesday, April 24, 2019  
5:00 p.m. - Board Room**

**BOARD OF EDUCATION CLOSED SESSION  
Wednesday, April 24, 2019  
6:00 p.m. - Superintendent's Office**

**BOARD OF EDUCATION OPEN SESSION MEETING  
Wednesday, April 24, 2019  
7:00 p.m. - Board Room**

**ADOPTED MINUTES**

**A. CONVENED BOARD OF EDUCATION STUDY SESSION at 5:06 p.m.**

- 1. Student Achievement

**B. ADJOURNED BOARD OF EDUCATION STUDY SESSION at 6:01 p.m.**

**C. CONVENED BOARD OF EDUCATION OPEN SESSION MEETING**

- 1. Meeting called to order at 6:01 p.m.
- 2. Public Comments for Items on the Closed Session Agenda  
**There were none.**

**D. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:05 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/Complaints (Government Code Section 54957)
- 3. Readmission of Expulsion Case No. 1718-07, Student I.D. No. 111115779 [Education Code 48900 (a.1)]

**E. RECESSED BOARD OF EDUCATION CLOSED SESSION at 7:12 p.m.**

**F. RECONVENED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING**

- 1. Meeting called to order by Board President Ed Gililand at 7:12 p.m.
- 2. Pledge of Allegiance led by Mayflower ES

**3. Roll Call:**

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



4. Report on Closed Session held this date

**1) Board President shared that on a motion made by Board Member Wong, seconded by Board Member Lockerbie, the Board voted unanimously to uphold the District's finding of an investigation of an employee complaint, and instructed the Superintendent and/or designee, to notify the employee in writing of this action, pursuant to Board Policy 4119.11, and Administrative Regulation 4031.**

**2) Board President Gililland shared that the Board also took action to terminate the employment of permanent classified employee, Employee Id # GE4774708, for abandonment of position, effective April 25, 2019. The vote was unanimous.**

## G. ORDER OF BUSINESS

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

**Agenda Item K.4, was moved from Consent to Action.**

2. Approve the Minutes of the Regular Board of Education Meeting on April 10, 2019.

Motion by Board Member Hammond, seconded by Board Member Travanti, **Vote 4-0**

Board Member Wong – Y, Board Member Lockerbie – Y, Board Member Travanti – Y,

Board Member Hammond – Y, Board President Gililland – Abs

BM Minutes - April 10, 2019

[BM Minutes April 10th.pdf](#)

## H. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports

- **Board Member Travanti discussed the MUSD/Monrovia Chamber of Commerce mixer that occurred on April 17, 2019.**
- **Board Member Lockerbie shared that on April 27, 2019, Mayflower Elementary will be hosting their Disco Fundraiser and Silent Auction at Santa Anita Golf Course, and invited all to come out and support this event.**
- **Board President Gililland congratulated all MUSD schools on successful Open House events.**
- **Board President Gililland also congratulated the students and staff of Wild Rose SOCA's on a successful production of Lion King Kids that occurred on April 19, 2019.**

2. Student Board Member Report

3. Report from the Superintendent

- **Dr. Thorossian provided an update on the MHS Kings and Queens and Clifton Middle School's Hippiebots at the FTC World Championship in Houston, TX.**
- **Dr. Thorossian also congratulated the students and staff of Wild Rose SOCA's production of Lion King Kids on a job well done.**

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

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than five (5) minutes per person per item.

**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 attend and provide input.*

**There were none.**

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

**There were none.**

## **J. INFORMATIONAL REPORTS AND PRESENTATIONS**

### **1. VILLAGE AFTERSCHOOL PROGRAM REPORT. (Tom McFadden, Village Director).**

The Board of Education received a program status update on the Village Afterschool Program.

### **2. DUAL IMMERSION PROGRAM UPDATE. (Dr. Lily Jarvis, Monroe ES Principal).**

The Board of Education received an informational report on the latest updates being made to the Dual Immersion Program.

### **3. STAFF ANALYSIS/POSITION CONTROL REPORT. (Dr. Darvin Jackson, Asst. Supt. of Human Resources).**

The Board of Education received a Staff Analysis/Position Control Report.

[Cert Position Control 2018-19.pdf](#)

## **K. 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: **Agenda Item K.4, was moved from Consent to Action.**

Approval of Consent Agenda:

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

## **EDUCATIONAL SERVICES**

### **1. 18/19-1130 - MEMORANDUM OF UNDERSTANDING WITH CITRUS COMMUNITY COLLEGE DISTRICT FOR USE OF FACILITIES AND OFFERING OF CREDIT RECOVERY COURSES IN SUMMER PROGRAM**

The Board of Education is requested to approve a Memorandum of Understanding between Citrus Community College and Monrovia Unified School District for the use of facilities at Monrovia High School, reimbursement for the employment of certificated and classified staff members, and for the offering of specific credit recovery courses during the summer of 2019.

[Citrus College MOU - Summer 2019.pdf](#)

### **2. 18/19-1131 - ADOPT RECOMMENDED TEXTBOOK**

The Board of Education is requested to adopt the following textbook for the early college course Motion Picture Appreciation: Film Art: An Introduction, 11th Edition by McGraw-Hill.

### **3. 18/19-1132 - CALIFORNIA HEALTHY KIDS SURVEY (CHKS) REGIONAL CENTER MEMORANDUM OF UNDERSTANDING**

The Board of Education is requested to approve the Memorandum of Understanding for the California Healthy Kids Survey (CHKS) Regional Center as a precondition to the administration

of the California Healthy Kids Survey.

[CHKS MOU 4-24-19.pdf](#)

## **BUSINESS SERVICES**

### **5. 18/19-2112 - PURCHASE ORDERS AND PAYMENT OF BILLS**

The Board of Education is requested to ratify purchase orders in the amount of \$406,512.38 issued March 25, 2019 through April 8, 2019, and payments in the amount of \$6,376,031.88 issued March 28, 2019 through April 10, 2019.

[BA Item 2112\(b-e\) Purchase Order Rpt.pdf](#)

### **6. 18/19-2113 - DISTRICT CASH RECEIPTS**

The Board of Education is requested to receive District cash receipts; Deposit Report No. 37 through No. 39 deposited March 27, 2019 through April 8, 2019 for a total amount of \$468,960.44.

[BA Item 2113\(b,c,d\) Deposit Rpts #37-29.pdf](#)

### **7. 18/19-2114 - BUDGETARY TRANSFERS AND REVISIONS**

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

[BA Item 2114\(b\) Budgetary Transfers.pdf](#)

### **8. 18/19-2115- ACCEPTANCE OF GIFTS**

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1819-17.

[Acceptance of Gifts #1819-17 04-24-19.pdf](#)

### **9. 18/19-2116 - CUMULATIVE OBJECT SUMMARY REPORTS**

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

[BA Item 2116\(b\) Cumulative Object Summary Rpt - March.pdf](#)

## **HUMAN RESOURCES**

### **10. 18/19-3054 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL**

The Monrovia Unified School District Board of education is requested to approve Travel and Conference Report #18.

[04242019TravelConference.pdf](#)

### **11. 18/19-3055- PERSONNEL ASSIGNMENTS**

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

[2019-04-24 Personnel Report 17.pdf](#)

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

### **EDUCATIONAL SERVICES – Sue Kaiser, Ed.D., Asst. Superintendent of Ed. Services**

#### **K. 4. 18/19-1134 PERSONAL SERVICE CONTRACT WITH DIANA BRANDIN REALTIME CAPTIONING**

The Board of Education is requested to ratify a Personal Service Contract Agreement with Diana Brandin Realtime Captioning to provide captioning services for a Special Education Student. This agreement will be in effect from July 1, 2018 to June 30, 2019.

[Diana Brandin Realtime Captioning.pdf](#)

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

### **1. 18/19-1133 - BOARD POLICY 6162.5, STUDENT ASSESSMENT**

The Board of Education is requested to receive for first reading Board Policy 6162.5, Student Assessment, as recommended by the California School Boards Association.

[BP 6162.5 Student Assessment.pdf](#)

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

#### **2. 18/19-2117- TRANSPORTATION SERVICE AGREEMENT WITH ZUM SERVICES, INC.**

The Board of Education is requested to approve the Special Education Transportation Service Agreement between Monrovia Unified School District and Zum Services, Inc., for the 2019-2020 school year.

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

[BA Item 2117\(b\) Zum Transportation Agreement.pdf](#)

#### **3. 18/19-2118 – PURCHASE OF HVAC UNITS FROM TRANE FOR PLYMOUTH PROP 39 PROJECT**

The Board of Education is requested to approve the purchase of HVAC equipment from Trane to be used for the Proposition 39 HVAC replacement project at Plymouth Elementary School through piggyback. The total cost of the equipment is \$220,022.73.

Motion by Board Member Lockerbie, seconded by Board Member Travanti, **Vote 3-2**  
Board Member Wong – N, Board Member Lockerbie – Y, Board Member Travanti – Y,  
Board Member Hammond – N, Board President Gililand – Y

[BA Item 2118\(b\) Purchase of HVAC Units from Trane for PL Prop39Project.pdf](#)

### **HUMAN RESOURCES – Darvin Jackson, Asst. Superintendent of Human Resources**

#### **4. 18/19-3056- RESOLUTION NO. 1819-10 IN HONOR OF MONROVIA “STAFF APPRECIATION DAY”, “DAY OF THE TEACHER”, AND “CLASSIFIED SCHOOL EMPLOYEE WEEK”**

To express gratitude and appreciation to employees for their service to Monrovia Unified School District and the youth of the community, the Board of Education is requested to adopt Resolution No. 1819-10, declaring May 6-10, 2019, as "National Teacher Appreciation Week"; May 7, 2019, as "Day of the Teacher and declaring May 19-25, as "Classified School Employee Week."

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

[04242019ResolutionClassifiedandTeacher.pdf](#)

#### **5. 18/19-3057 – RESOLUTION RECOGNIZING APRIL 22-26, 2019, AS “ADMINISTRATIVE PROFESSIONALS WEEK,” AND APRIL 24, 2019, AS “ADMINISTRATIVE PROFESSIONALS DAY”**

The Board of Education is requested to adopt Resolution No. 1819-11, recognizing April 22-26, 2019, as "Administrative Professionals Week" and Wednesday, April 24, 2019, as "Administrative Professionals Day."

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

[04242019ResolutionAdminProRecognition.pdf](#)

**6. 18/19-3058 - RESOLUTION IN HONOR OF "SCHOOL HEALTH SERVICES APPRECIATION WEEK" AND "NATIONAL SCHOOL NURSE DAY"**

The Board of Education is requested to adopt a Resolution declaring May 6-10, 2019, as "School Health Services Appreciation Week" and that May 08, 2019, is recognized as "National School Nurse Day"; to recognize and honor the contribution of school nurses and health clerks to quality education in the State of California and the Monrovia Unified School District.

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

[04242019School Nurse Day Resolution.pdf](#)

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

**7. 18/19-5055 - CONSIDER READMISSION OF EXPULSION CASE NO. 1718-07, Student I.D. No. 111115779 [Education Code 48900 (a.1)]**

The Board of Education will consider Readmission of Expulsion Case No. 1718-07, Student I.D. No. 111115779.

**Motion by Board Member Lockerbie that Expulsion Case No, 1718-07, Student I.D. No. 111115779, who has satisfactorily completed the prescribed rehabilitation plan, be readmitted to the Monrovia Unified School District, in accordance with Ed Code Section 48916, seconded by Board Member Hammond, **Vote 5-0****

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

**8.18/19-5056 - RESOLUTION NO. 1819-09 "IN REMEMBRANCE OF THOSE LOST TO GENOCIDE AND MAN'S INHUMANITY TO MAN"**

The Board of Education is requested to adopt resolution No. 1819-09, "In Remembrance of the Armenian Genocide and Man's Inhumanity to Man."

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

[Those Lost to Genocide & Man's Inhumanity to Man 2019.pdf](#)

**9.18/19-5057- RESOLUTION NO. 1819-13, DECLARING MAY 2019, AS "MENTAL HEALTH AWARENESS MONTH"**

The Board of Education is requested to adopt Resolution No. 1819-13, declaring the month of May 2019, as "Mental Health Awareness Month."

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

[MAY 2019 Mental Health Awareness Month.pdf](#)

**10. 18/19-5058 - 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 042419.pdf](#)

**M. OLD BUSINESS**

- Wednesday, May 8, 2019; 7:00 p.m. - Regular Board of Education Meeting
- Thursday, May16, 2019; 4:00 p.m. - Jt. PC/Board of Education Meeting
- Wednesday, May 22, 2019; 7:00 p.m. - Regular Board of Education Meeting

**N. NEW BUSINESS**

**OpenHouses:**

- Wild Rose SOCA - April 26, 2019 @ 5:45 p.m.
- Santa Fe CSMS - May 23, 2019 @ 5 pm

**Other dates to Calendar:**

- PIQE Graduation @ Mayflower ES – April 25, 2019; 6:30 p.m.
- Wild Rose Lion King Production @ Ahmannson Theatre – April 29, 2019
- Superstars of Music Showcase – May 9, 2019; 6:30 p.m.
- Monrovia Days Parade & Festival - May 17-19, 2019
- PIQE Graduation @ Plymouth ES - May 23, 2019; 6:30 p.m.
- Memorial Day (ALL SITES CLOSED) - May 27, 2019
- Monrovia Adult School Graduation @ Clifton MS - May 30, 2019; 6pm

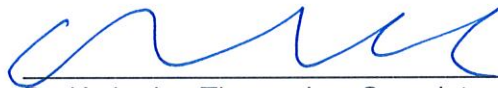
**O. RECESSED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Steven Florio at 9:03 p.m.**

**P. RECONVENED REGULAR BOARD OF EDUCATION CLOSED SESSION MEETING at 9:03 p.m.**

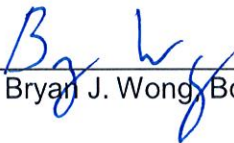
**Q. ADJOURNED REGULAR BOARD OF EDUCATION CLOSED SESSION MEETING at 9:14 p.m.**

**R. RECONVENED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 9:16 p.m.**

**S. ADJOURNED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 9:16 p.m.**



Dr. Katherine Thorossian, Superintendent & Secretary of the Board



Bryan J. Wong, Board Clerk

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 1. 18/19-1137 - ADOPT RECOMMENDED ONLINE CURRICULUM

#### RECOMMENDATION

The Board of Education is requested to adopt the following online curriculum for tobacco prevention: The Stanford Medicine Tobacco Prevention Toolkit: Modules for Tobacco and Nicotine Education.

#### Rationale:

The Stanford Medicine Tobacco Prevention Toolkit is a theory-based and evidence-informed set of free, online resources created by educators, parents, and researchers aimed at preventing middle and high school students' use of tobacco and nicotine. The curriculum covers such topics as nicotine addiction, cigarettes, smokeless tobacco, and vaping. The resources are online and designed for easy teacher training and usage. The curriculum contains up-to-date videos and other materials relevant in our students' lives. The implementation of a tobacco use prevention curriculum is required by our TUPE certification approved in June of 2018. First reading of the above-listed curriculum was on the April 10, 2019 Board agenda.

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

There is no cost for these materials

#### Legal References:

Board Policy 6161.1 requires submission of textbooks to the Board for adoption following a thirty (30) day public display.

#### Additional Information:

The website to view the curriculum is:

<https://med.stanford.edu/tobaccopreventiontoolkit.html>.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 2. 18/19-1138 - ADOPT RECOMMENDED TEXTBOOKS

#### RECOMMENDATION

The Board of Education is requested to adopt the following textbooks for the Sports Medicine I and Sports Medicine II courses: "Fundamentals of Anatomy and Physiology" (NASTA Edition) by Pearson, and "Sports Medicine Essentials: Core Concepts in Athletic Training & Fitness Instruction," 3rd Edition, by Cengage Learning.

#### Rationale:

The Board of Education is requested to adopt the above textbooks recommended by the Monrovia High School Career Technical Education Department for use in these instructional programs. First reading of the above-listed curriculum was on the April 10, 2019 Board agenda.

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

Cost of these materials will be approximately \$14,000.00, and will be paid from Lottery funds.

#### Legal References:

Board Policy 6161.1 requires submission of textbooks to the Board for adoption following a thirty (30) day public display.

## ATTACHMENTS



# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 3. 18/19-1139 - MEMORANDUM OF AGREEMENT BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND THE MONROVIA UNIFIED SCHOOL DISTRICT

#### RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Agreement between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Monrovia Unified School District concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and Monrovia Unified School District's student information system, Aeries from July 1, 2019 through June 30, 2022.

#### Rationale:

The integration of the components and services of student information between the two computer software programs, Aeries and SEIS, will allow the district to receive nightly updates regarding our special education population thereby providing the district with accurate "real-time" student information.

#### Background:

The unilateral communication between Aeries and SEIS regarding our special education population has become increasingly necessary as our district continues program improvement. This service allows the software program within SEIS to update our Aeries program nightly. This information provides Los Angeles County, Illuminate, and Educational Testing Service with accurate data regarding our special education students, while also ensuring an additional level of accuracy.

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

Funding for the annual maintenance fee associated with this Agreement will be from the General Fund at a cost of \$0.75 per student. Based on the student count as of December 1, 2018, the approximate cost will be \$618.00.

#### Legal References:

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

#### Additional Information:

A copy of the Agreement is attached.

## ATTACHMENTS

- [San Joaquin COE - SEIS 5-8-19.pdf](#)



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
Center for Educational Development and Research  
MEMORANDUM OF AGREEMENT**

July, 2019

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION  
COMPONENTS AND SERVICES**

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Monrovia Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

**1.0 OVERVIEW OF THE PROJECT**

The Client has requested the setup/configuration and support of integration components and services to allow data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

**2.0 PROJECT DELIVERABLES**

**2.1. Programming**

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

**2.2. SEIS Sending Data to SIS**

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

### 2.3. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

**Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.**

### 2.4. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

## 3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

## 4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

*Minimum Hardware Requirements:* Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

*Minimum Software Requirements:* Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

## **5.0 TERMS OF THE AGREEMENT**

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of \$0.75 (seventy-five cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be Six Hundred and Eighteen Dollars (\$618.00) based on the student count as of the December 1, 2018 CASEMIS report of 824 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee August, 2019.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

## **6.0 TERM AND TERMINATION**

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

**7.0 WARRENTY DISCLAIMER**

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

**8.0 APPLICABLE LAWS**

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.


**9.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.


**10.0 INDEMNIFICATION**

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

  
\_\_\_\_\_  
Johnny Arguelles, Division Director  
Center for Educational Development and Research  
San Joaquin County Office of Education

5/21/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Katherine Thorossian, Superintendent  
Monrovia Unified School District

5-9-19  
\_\_\_\_\_  
Date

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 4. 18/19-1141 - BOARD POLICY 6162.5, *STUDENT ASSESSMENT*

#### RECOMMENDATION

The Board of Education is requested to adopt Board Policy 6162.5, Student Assessment, as recommended by the California School Boards Association.

#### Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, 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 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 6162.5, Student Assessment. This policy has been reviewed by the appropriate instructional stakeholders prior to presenting it for Board review and approval. Additionally, Board member Rob Hammond has reviewed this Board Policy and has made no further adjustments. This policy was brought forward at the April 24, 2019 Board meeting for first reading.

#### Additional Information:

A copy of the proposed revised Board Policy 6162.5, Student Assessment, is attached.

## ATTACHMENTS

- [BP 6162.5 Student Assessment.pdf](#)

## **STUDENT ASSESSMENT**

The Governing Board recognizes **that** student assessments are an important instructional **and accountability** tool. **To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.**

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. **In addition, summary data on student assessments results shall be used by the district to identify and review student achievement goals in the district's local control accountability plan, evaluate district educational programs in order to identify needed improvements.**

~~To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, or school site to allow for critical analysis of student needs.~~

In selecting or developing **any** district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it **aligns** ~~corresponds to~~ **with** the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and ~~the~~ test publisher's directions, and that test administration procedures are fair and equitable for all students.

**As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.**

The Superintendent or designee shall provide professional development, **as needed**, to assist **administrators and** teachers ~~and paraprofessionals~~ in interpreting and using assessment data to improve student performance and the instructional program.

When district-wide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in



~~understanding interpreting test results and evaluating school performance.~~

### Interim and Formative Assessments

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, graduation, course or class placement, identification for gifted or talented education, reclassification of English learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

### Individual Record of Accomplishment

The Superintendent or designee ~~shall will~~ ensure that each student, by the end of grade 12, has an individual record of accomplishment that includes the following:

1. The results of the **state** achievement tests **required and** administered **as part of the California Assessment of Student Performance and Progress, or any predecessor assessments, pursuant to Education Code 60640-60649.** ~~under the Standardized Testing and Reporting program;~~
2. The results of any end-of-course examinations taken; and
3. The results of any vocational education certification examinations taken.

No individual record of accomplishment shall be released to any person, other than the student's parent/guardian or a teacher, counselor, or administrator directly involved with the student, without the written consent of the student's parent/guardian, or the student if he/she is an adult or emancipated minor. The student or his/her parent/guardian may authorize the release of the record of accomplishment to a post-secondary educational institution for the purposes of

credit, placement, or admission.

**Revised:**

Revised: April 20, 2011

Revised: December 10, 2008

Adopted: March 14, 2001

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 5. 18/19-1143 - SALES ORDER AGREEMENT WITH PEAR DECK, INC.

#### RECOMMENDATION

The Board of Education is requested to approve a Sales Order Agreement with Pear Deck, Inc. for premium access for the 2019-20 school year.

#### Rationale:

Pear Deck is an educational technology company offering a web-based application to K-12 schools and teachers as a Google Slides Add-on. Teachers and students log into Pear Deck with their Gmail address, files are auto-saved in Drive, and everything is integrated with Google Classroom. Pear Deck enables every learner to engage with interactive activities and assessments on his or her own computer, not having to worry about getting the right answer and feeling silly in front of peers. Students are free to put their ideas out there in a safe, anonymous way, discussing, and learning from each other. Students' answers can be displayed anonymously on a classroom projector, so teachers can quickly see what each individual thinks on the Teacher Dashboard, and adapt, take a pause, back up, or even re-explain. Pear Deck will allow for a positive and engaging learning environment where student achievement can be nurtured and grow.

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

The cost for this Agreement is \$4,000 for 100 teachers annually and will be paid from Supplemental and Concentration funds.

#### Legal References:

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

#### Additional Information:

A copy of the Sales Order Agreement is attached.

## ATTACHMENTS

- [Pear Deck 5-8-19.pdf](#)



# Pear Deck Quote

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

## Quote Details

Quote 00001390 | Prepared on Feb 28 2019 | Prepared by Kelsey Sprowell

Prepared for:

Monrovia Unified School District (CA)

325 E Huntington Dr, Monrovia, CA, 91016, United States

Primary School Google Domain: monroviaschools.net

Primary Contact:

Billing Contact:

Service Length:

Start: Jul 1 2019 End: Jun 30 2020

1 year Premium Pear Deck access for 100 licenses

Product	Description	Total Price
School Group	1 year Premium Pear Deck access for 100 licenses	\$ 4,000.00
<b>Total</b>		<b>\$4,000.00</b>

## Terms and Conditions

Terms

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located at <https://goo.gl/DZzJTz>. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

**Authority**

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

**Invoices**

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

**Sales Tax Exempt**

My school, district, or organization is exempt from my state's sales tax.

**Automatic Renewal**

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with 60 days notice to Pear Deck.

**Name** Katherine Fundukian Thorossian

**Signature** 

**Date** May 8, 2019

**PO (optional)** \_\_\_\_\_



Please send the signed quote to Kelsey Sprowell at [kelsey@peardeck.com](mailto:kelsey@peardeck.com)  
**FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at [finance@peardeck.com](mailto:finance@peardeck.com)**

**ADDRESS**  
Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

**PRIVACY**  
Our Policy is [HERE](#). If you have a custom Privacy Rider, please send to [Privacy@peardeck.com](mailto:Privacy@peardeck.com)  
W9 Form: <https://goo.gl/CcVw9m>

peardeck / policies

Branch: master policies / terms-of-service.md

Find file Copy path

santhonys Updated physical office address in the terms

5819890 on May 9, 2016

2 contributors

281 lines (140 sloc) 35.2 KB

# Pear Deck Terms of Service

Last modified: May 9, 2015

## 1. Your relationship with Pear Deck

1.1 Your use of Pear Deck's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Pear Deck. "Pear Deck" means Pear Deck Inc., whose principal place of business is at 320 E. Prentiss Street, Iowa City, IA 52240, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 These Terms of Service form a legally binding agreement between you and Pear Deck in relation to your use of the Services. It is important that you take the time to read them carefully. This legal agreement is referred to below as the "Terms".

### IMPORTANT NOTE REGARDING CHILDREN

1.3 Generally. Our Site offers certain Services to schools for the benefit of the schools and their students. In providing such educational Services, we may collect personal information from students. In order to collect, use, or disclose personal information from users under 13 years of age ("Children"), we are required to comply with the Federal Trade Commission Children's Online Privacy Protection Act ("COPPA"). Please read this Children's Privacy Policy carefully as it explains (a) our practices regarding the collection, use, and disclosure of personal information from Children who use the Service, (b) the Child's parent's or guardian's ("Parent's") ability to limit the collection, use and disclosure of personal information collected from their Children, and (c) the role of the Child's school ("School") in this process.

1.4 Parents. If your Child wants to use our Services, he/she must first get an Account from her school. Please contact your Child's school for an Account. Please also review Pear Deck's Children's Privacy Policy.

1.5 Schools. If you are accepting this Agreement on behalf of a School:

(a) You represent and warrant that: (i) you have read Pear Deck's Privacy Policy; and (ii) with respect to students at your School who are Children and are using this Site ("Child Students"), the School has the authority to act as the agent of the Child Students' Parents, for the purposes of COPPA compliance, including the following purposes: (1) for receiving notice of our policies regarding the collection, use and disclosure of personal information from their Children through the Service, and any changes to such policies; (2) for providing consent to such collection, use and disclosure; (3) for revoking the foregoing consent; (4) for requesting to review the personal information collected from their Children; and (5) for requesting to delete the personal information collected from their Children.

(b) You agree to use the Service solely for the benefit of your School and the students in your School, and not for commercial purposes. If at any time your School does not have the authority to act as the agent of a Child Student's Parent, you agree to notify us immediately.

(c) You, on behalf of the School (on behalf of each Child Student's Parent), hereby (i) consent to the collection, use and disclosure of personal information of Child Students, through the Site, in accordance with the Children's Privacy Policy and (ii) agree that the Child Student's online activities are subject to these Terms of Use.

## 2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Pear Deck in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Pear Deck will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Pear Deck, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

## 3. Language of the Terms

3.1 Where Pear Deck has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Pear Deck.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

## 4. Provision of the Services by Pear Deck

4.1 Pear Deck is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Pear Deck provides may change from time to time without prior notice to you.

4.2 As part of this continuing innovation, you acknowledge and agree that Pear Deck may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Pear Deck's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Pear Deck when you stop using the Services.

4.3 You acknowledge and agree that if Pear Deck disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.4 You acknowledge and agree that while Pear Deck may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Pear Deck at any time, at Pear Deck's discretion.

## 5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Pear Deck will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Pear Deck, unless you have been specifically allowed to do so in a separate agreement with Pear Deck. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not knowingly engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Pear Deck, you agree that you will not reproduce, duplicate, copy, attempt to create a substitute or similar service through use of or access to, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Pear Deck may suffer) of any such breach.

5.7 You agree that you will not, and will use reasonable efforts to make sure a third party does not, use the Services to store or transfer any data that is controlled for export under any export or reexport control law or regulation. You are solely responsible for any compliance with the Health Insurance Portability and Accountability Act of 1996 and any regulations thereunder, as may be amended from time to time.

5.8 You agree that you are responsible for your own conduct and Content while using the Services and for any consequences thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms.

## 6. Billing and Payment

6.1 If you select a paid Services level, you may choose to subscribe and pay for the Services on either a monthly or annual basis and Pear Deck will bill the account administrator in advance for use of the Services. Pear Deck reserves the right to modify pricing at any time, provided however that Pear Deck will notify the account administrator of a paid level account by email prior to any monthly or annual price increase affecting that account. If you upgrade to a higher paid level or tier, Pear Deck will credit any remaining balance from your previous subscription payment to your new level or tier. You may choose to discontinue your paid level account at any time; however, Pear Deck does not issue refunds for unused subscription periods.

6.2 You agree to maintain valid and up-to-date billing information on file with Pear Deck. You may update this billing information at any time in your Account settings.

6.3 All payments due are in U.S. dollars unless otherwise indicated on the subscription pricing page or invoice.

a. Credit Card or Debit Card. Fees for accounts where you are paying with a credit card, debit card or other non-invoice form of payment are due at the beginning of the month for which Services will be provided to you. For credit cards, or debit cards: (i) Pear Deck will charge you for all fees when due at the beginning of each service month or year, as applicable; and (ii) these fees are considered delinquent if not received at the start of each service month or year.

b. Invoices. Payments for invoices are due thirty days after the invoice date, unless otherwise specified, and are considered delinquent after such date.

c. Renewal. For paid levels, at the end of each annual or monthly subscription period (as applicable), the Services will automatically renew for an additional year or month, respectively. If you wish to change your subscription level or term, the account administrator must change the settings in the account administration console provided as part of the Services.

d. Other Forms of Payment. Pear Deck may enable other forms of payment by making them available in the account administration and payments page. These other forms of payment may be subject to additional terms which you may have to accept prior to using the additional forms of payment.



6.4 Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Pear Deck in collecting such delinquent amounts, except where such delinquent amounts are due to Pear Deck's billing inaccuracies.

6.5 Pear Deck will endeavor to notify you (or in the case of a Team account, your account administrator) if your paid account has delinquent fees. If delinquent fees are not paid, Pear Deck will automatically downgrade your account to a free Pear Deck account and/or suspend your use of the Services.

6.6 You are responsible for any taxes, duties, and customs fees associated with the sale of the Services (other than Pear Deck's income tax) (collectively "Taxes"), and you will pay Pear Deck for the Services without any reduction for Taxes. If Pear Deck is obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Pear Deck with a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by law to withhold any Taxes from your payments to Pear Deck, you must provide Pear Deck with an official tax receipt or other appropriate documentation to support such payments.

6.7 These billing and payment terms may not apply if you are not subscribing to the Services directly from Pear Deck.

## 7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 Accordingly, you agree that you will be solely responsible to Pear Deck for all activities that occur under your account.

7.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Pear Deck immediately at support@Pear Deck.com.

## 8. Privacy and your personal information

8.1 For information about Pear Deck's data protection practices, please read Pear Deck's privacy policy at <http://www.PearDeck.com/pages/privacy>. This policy explains how Pear Deck treats your personal information, and protects your privacy, when you use the Services.

8.2 You agree to the use of your data in accordance with Pear Deck's privacy policies.

## 9. Content in the Services

9.1 You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

9.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Pear Deck (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Pear Deck or by the owners of that Content, in a separate agreement.

9.3 Pear Deck reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

9.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.5 You agree that you are solely responsible for (and that neither Pear Deck nor the third party provider through whom you purchased Pear Deck has any responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Pear Deck may suffer) by doing so.

## 10. Proprietary rights

10.1 You acknowledge and agree that Pear Deck (or Pear Deck's licensors) and its resellers own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Pear Deck or its resellers and that you shall not disclose such information without Pear Deck's prior written consent.

10.2 Unless you have agreed otherwise in writing with Pear Deck, nothing in the Terms gives you a right to use any of Pear Deck's or its resellers' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

10.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Pear Deck, then you agree that your use of such features shall be in compliance with that agreement, and any applicable provisions of the Terms.

10.4 Other than the limited license set forth in Section 13, Pear Deck acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Pear Deck, you agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.

10.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

10.6 Unless you have been expressly authorized to do so in writing by Pear Deck, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## 11. Publicity

11.1. If you have a paid or educational Pear Deck account, you agree that Pear Deck may include your company name and logo in a list of Pear Deck customers. Within thirty (30) days of receiving your written request, Pear Deck will remove such information from its web site and make no further reference to you as a customer of the Services.

## 12. License from Pear Deck

12.1 Pear Deck gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Pear Deck as part of the Services as provided to you by Pear Deck (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Pear Deck, in the manner permitted by the Terms.

12.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Pear Deck, in writing.

12.3 Unless Pear Deck has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## 13. Content license from you

13.1 You retain copyright and any other rights you already hold in Content which you submit, share, upload post or display on or through, the Services. By submitting, sharing, uploading, posting or displaying the content you give Pear Deck a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, share, upload, post or display on or through, the Services, solely for the purpose of enabling Pear Deck to provide you with the Services in accordance with the Pear Deck Privacy Policy.

13.2 You understand that Pear Deck, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Pear Deck to take these actions.

13.3 You confirm and warrant to Pear Deck that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display Content on or through, the Service that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display the Content and to grant Pear Deck all of the license rights granted in this Section.

## 14. Software updates

14.1 The Software which you use may automatically download and install updates from time to time from Pear Deck. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Pear Deck to deliver these to you) as part of your use of the Services.

## 15. Ending your relationship with Pear Deck

15.1 The Terms will continue to apply until terminated by either you or Pear Deck as set out below.

15.2 If you want to terminate your legal agreement with Pear Deck, you may do so by (a) notifying Pear Deck at any time and (b) closing your accounts for all of the Services which you use, where Pear Deck has made this option available to you. Your notice should be sent, in writing, to Pear Deck's address which is set out at the beginning of these Terms.

15.3 Pear Deck may at any time, terminate its legal agreement with you:

(A) if you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) if Pear Deck is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) if Pear Deck is transitioning to no longer providing the Services to users in the area in which you are resident or from which you use the service; or

(D) if the provision of the Services to you by Pear Deck is, in Pear Deck's opinion, no longer commercially viable.

15.4 Nothing in this Section shall affect Pear Deck's rights regarding provision of Services under Section 4 of the Terms.

15.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Pear Deck have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 22.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

## 16. EXCLUSION OF WARRANTIES

16.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 16 AND 17, SHALL EXCLUDE OR LIMIT Pear Deck'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

16.3 IN PARTICULAR, Pear Deck AND ITS LICENSORS AND RESELLERS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

16.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

16.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Pear Deck OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

16.6 Pear Deck AND ITS LICENSORS AND RESELLERS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 17. LIMITATION OF LIABILITY

17.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 16.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT Pear Deck AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH Pear Deck MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE Pear Deck WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

17.2 THE LIMITATIONS ON Pear Deck'S LIABILITY, AND THAT OF ITS LICENSORS AND RESELLERS, TO YOU IN PARAGRAPH 17.1 ABOVE SHALL APPLY WHETHER OR NOT Pear Deck, ITS LICENSORS OR RESELLERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## 18. Copyright policies

18.1 Pear Deck does not permit infringement of intellectual property rights on its Services. Pear Deck may remove Content if it believes or has reason to believe such Content infringes on another's copyright. Without prior notice and at any time at its sole discretion, Pear Deck reserves the right to remove any Content, disable your ability to share or upload Content within the Service, or terminate your access to the Service (a) for uploading or sharing such Content in violation of these Terms of Service; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.

18.2 Pear Deck reserves the right in its sole discretion to decide whether your conduct is inappropriate and whether it complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. Pear Deck may terminate your access for such inappropriate conduct in violation of these Terms of Service at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

## 19. Other content

19.1 The Services may include hyperlinks to other web sites or content or resources. Pear Deck may have no control over any web sites or resources which are provided by companies or persons other than Pear Deck.

19.2 You acknowledge and agree that neither Pear Deck nor its licensors or resellers are responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

19.3 You acknowledge and agree that neither Pear Deck nor its licensors or resellers are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## 20. Community Galleries

20.1 The Service may contain galleries that may present third party content ("Community Galleries"). Community Galleries include without limitation the Templates Library and any other gallery that Pear Deck chooses at its discretion to make available to you. The content and information in the Community Galleries ("Gallery Content"), such as templates, was created by Pear Deck or by third parties. As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.

20.2 The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. Pear Deck does not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "as is" and without warranty of any kind. You alone bear the risk of using Gallery Content. Pear Deck and its suppliers provide no express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under applicable law, Pear Deck excludes the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

20.3 If you choose to submit Content to become part of the Community Galleries (your "Gallery Submission"), you direct and authorize Pear Deck and its affiliates to host, link to, and otherwise incorporate your Gallery Submission into the Services, and you grant Pear Deck and its end users a worldwide, royalty-free, non-exclusive license to exercise the rights in the Gallery Submission, as stated below:

- (A) to reproduce the Gallery Submission;
- (B) to create and reproduce derivative works of the Gallery Submission;
- (C) to display publicly and distribute copies of the Gallery Submission;
- (D) to display publicly and distribute copies of derivative works of the Gallery Submission.

You agree that your license to Pear Deck and Pear Deck end users will be perpetual. Furthermore, for the avoidance of doubt, Pear Deck reserves, and you grant Pear Deck, the right to syndicate the Gallery Submission submitted by you and use that Gallery Submission in connection with any of the Services offered by Pear Deck. You retain the right to stop distributing the Gallery Submission through the Pear Deck Community Galleries at any time; provided, however that any such election will not serve to withdraw the licenses granted to Pear Deck and its end users under these Terms of Service. In order to stop distributing the Gallery Submission through the Pear Deck Community Galleries, you must utilize the removal functions provided within the Services, in which case the Gallery Submission removal will be effective within a reasonable amount of time.

20.4 You represent and warrant that (a) you own or have obtained the necessary legal rights to provide all Gallery Submissions you submit through the Services, and will maintain these rights for as long as the Gallery Submission is available to Pear Deck end users; and (b) all of the Gallery Submission you submit through the Services abide by the posted Program Policies.

20.5 Pear Deck claims no ownership over any Gallery Submission you submit through the Services. You retain copyright and any other rights, including all intellectual property rights, you already hold in the Gallery Submission. You agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.

20.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any Gallery Submission that you submit. Pear Deck is not in any way responsible for the subsequent use or misuse by Pear Deck end users who access your Gallery Submission.

20.7 You hereby agree to indemnify, defend and hold Pear Deck, its resellers, partners, officers, directors, agents, affiliates, and licensors ("the Indemnified Parties") harmless from and against any claim or liability arising out of (a) any Content you submit, share, upload, post or display on or to the Service; (b) any use by Pear Deck end users of your Content; (c) any breach of or noncompliance with any representation, warranty or obligation in these Terms or applicable policies; and (d) any claim that your Content violates any applicable law, including without limitation that it infringes the rights of a third party. You shall cooperate fully in the defense of any claim. Pear Deck reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Services may be irreparable; therefore, Pear Deck is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies. This section shall take precedence only over the indemnity provision provided in any Terms.

## 21. Changes to the Terms

21.1 Pear Deck may make changes to the Terms from time to time. When these changes are made, Pear Deck will make a new copy of the Terms available at <http://www.PearDeck.com/terms>.

21.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Pear Deck will treat your use as acceptance of the updated Terms.

## 22. General legal terms

22.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

22.2 The Terms constitute the whole legal agreement between you and Pear Deck and govern your use of the Services (but excluding any services which Pear Deck may provide to you under a separate written agreement), and completely replace any prior agreements between you and Pear Deck in relation to the Services.

22.3 You agree that Pear Deck may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

22.4 You agree that if Pear Deck does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Pear Deck has the benefit of under any applicable law), this will not be taken to be a formal waiver of Pear Deck's rights and that those rights or remedies will still be available to Pear Deck.

22.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

22.6 The Terms, and your relationship with Pear Deck under the Terms, shall be governed by the laws of the State of Iowa without regard to its conflict of laws provisions. You and Pear Deck agree to submit to the exclusive jurisdiction of the courts located within Iowa City, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Pear Deck shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Pear Deck, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>308 E. Burlington St. #303</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Iowa City, IA 52240-1602</b>	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	6		4	4	7	6	5	6	8

### Part II Certification

Under penalties of perjury, I certify that:

1. the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/23/2018
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 6. 18/19-2119 - PURCHASE ORDERS AND PAYMENT OF BILLS

#### RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$435,297.05 issued April 8, 2019 through April 22, 2019, and payments in the amount of \$765,643.63 issued April 11, 2019 through April 24, 2019.

#### 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 2119\(b-e\) Purchase Order Rpt.pdf](#)

May 8, 2019

SUBMITTED FOR RATIFICATION: April 24, 2019

PRINTED: April 8 – April 22, 2019

Purchase Order: P19-1757 – P19-1818

Purchase orders printed out of sequence: None

Change Orders: P19-0069, P19-0073, P19-0101, P19-0102, P19-0106,  
P19-0115, P19-0326, P19-0520, P19-0962, P19-1485,  
P19-1520, P19-1633

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$	423,748.25
Adult Education Fund (11)		5,360.80
Child Development Fund (12)		398.00
Special Reserve Fund (40)		<u>5,790.00</u>
Total.....	\$	<u>435,297.05</u>

RECOMMENDED: May 8, 2019

Board Report Worksheet  
May 8, 2019

<u>Fund</u>	<u>P0</u>	<u>CHANGE</u>	<u>OLD</u>	<u>NEW</u>
Fund 01		0.00		
312,761.97	P19-0117	3,000.00	10,000.00	13,000.00
	P19-0422	90,000.00	55,000.00	145,000.00
	P19-0937	16,500.00	16,500.00	33,000.00
	P19-1343	1,098.80	44,918.00	46,016.80
	P19-1619	237.48	3,123.82	3,361.30
	P19-1676	150.00	50.00	200.00
		0.00		
		0.00		
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		0.00		
		0.00		
		0.00		
		0.00		
		0.00		
	<b>423,748.25</b>	Total	<b>110,986.28</b>	
Fund 11	P0	CHANGE	OLD	NEW
2,475.80	P19-0304	3,800.00	35,000.00	38,800.00
	P19-1686	-915.00	915.00	0.00
		0.00		
	<b>5,360.80</b>			
		Total	<b>2,885.00</b>	
Fund 12	P0	CHANGE	OLD	NEW
398.00		0.00		
		0.00		
	<b>398.00</b>			
		Total	0.00	
Fund 40	P0	CHANGE	OLD	NEW
5,790.00		0.00		
		0.00		
	<b>5,790.00</b>			
		Total	<b>0.00</b>	
Fund 63	P0	CHANGE	OLD	NEW
		0.00		0.00
	<b>0.00</b>			
		Total	<b>0.00</b>	
<b>321,425.77</b>			<b>113,871.28</b>	Total of change notice amount
<b>435,297.05</b>			<b>321,425.77</b>	Total of all funds per Escape report
			<b>435,297.05</b>	Actual funds spent during the period

## Includes Purchase Orders dated 04/08/2019 - 04/29/2019

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P19-1758	ZINGY LEARNING	0007	Science Online Learning Subscription	01-5841	1,642.50
P19-1759	UPS STORE #1831 MONROVIA	0022	Shipping Cost for Return	01-4390	17.27
P19-1760	Alicia Jackson	0014	CGI Instruction PD at Plymouth	01-5850	975.00
P19-1761	NEDRA GRAHAM	0014	Reimbursement for AVID Field Trip Tap Cards	01-5884	81.50
P19-1762	PASADENA DELTA FOUNDATION YAAW C c/o Denise Jones	0014	Young African American Women's Conference (6)	01-5881	69.18
P19-1763	VISTA HIGHER LEARNING	0014	MHS-Supersite Codes for Early College Students	01-5841	3,465.00
P19-1764	Owl Bookshop	0014	Early College Textbooks (MHS Cohort)	01-4110	6,330.00
P19-1765	Mike S Wagner	0005	Lion King Kids T-Shirts pd by donation	01-4390	496.69
P19-1766	SHAKER SHIRTS	0005	T-Shirts for MEO Games	01-4390	791.52
P19-1767	PRESIDENT'S EDUCATION AWARDS	0005	Award Certificates and Pins for Promotion Ceremony	01-4310	509.50
P19-1768	BRIDGES TRANSITIONS CORPORATE	0014	Career Awareness Curriculum	01-5841	600.00
P19-1769	LACOE ECC-267	0014	LCAP ESSA Federal Addendum Registration (3)	01-5220	60.00
P19-1770	Aeries Software	0014	AERIES Academy Online Training (1)	01-5220	159.00
P19-1771	CHAD LOVELESS	0009	Basic PA System/Music for Graduation 6/4/2019	01-5610	290.00
P19-1772	LACOE - MULTILINGUAL ACADEMIC SUPPORT UNIT/ CIS,ECW 244	0014	Strengthen Your Newcomer Registration (4)	01-5220	180.00
P19-1773	HOME DEPOT	0014	CTE Robotics Class	01-4310	216.34
P19-1774	Tap Plastics Inc	0014	CTE Robotics Class	01-4310	251.05
P19-1775	Vex Robotics	0014	CTE Robotics Class	01-4310	1,988.07
P19-1776	Little Machine Shop.com	0014	CTE-MHS Robotics Class	01-4310	1,299.77
				01-4410	7,157.86
P19-1777	CITY OF MONROVIA	0047	School Site Inspections by City	01-5890	4,391.92
P19-1778	MC2 MANAGEMENT & COMMUNICATION PERRY SHIMANOFF dba	0047	Annual Fee for SPMMS System & Cloud	01-5630	3,500.00
P19-1779	CompTIA Learning LLC	0010	Books for A+ Certification Class	11-4410	2,213.00
P19-1780	IMPRINTABILITY JENNIFER STONE	0010	Graduation Tickets	11-5891	262.80
P19-1781	LINKS SIGN LANGUAGE INTREPETIN	0015	Open PO for Interpreting Services	01-5810	5,700.00
P19-1782	CDW-G COMPUTER CTRS, INC.	0015	Printers for Speech Offices	01-4340	1,615.50
P19-1783	PROFESSIONAL TUTORS OF AMERICA	0015	Tutor for Sp Ed Student	01-5850	6,000.00

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

ESCAPE ONLINE

Page 1 of 4

44

## Includes Purchase Orders dated 04/08/2019 - 04/29/2019

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P19-1784	Steven Hackworth	0015	Reimbursement for Ed Services for Sp Ed Student	01-5150	46,447.00
				01-5850	26,400.00
				01-5886	3,244.56
P19-1785	Brandon's Landscapes	0046	Landscaping services @ MHS	40-5630	5,790.00
P19-1786	CPI	0015	CPI Trainer Training	01-5220	3,249.00
P19-1787	CDW-G COMPUTER CTRS, INC.	0014	Printers for Robotics Classes	01-4340	799.35
P19-1788	OFFICE DEPOT	0015	Toners for Sp Ed Department	01-4340	2,320.46
				01-4350	319.30
P19-1789	Stephanie Becker	0015	Mileage for TPP Site Visits	01-5250	165.30
P19-1790	Kymberly Hirst	0015	Mileage for TPP Site Visits	01-5250	178.75
P19-1791	FEDEX	0040	Overnight Delivery Charge	01-5930	26.10
P19-1792	MERGE RISK MGMT JPA	0015	Transportation Service for Sp Ed Students	01-5111	90,000.00
				01-5811	25,000.00
P19-1793	APPLE COMPUTER, INC.	0015	iPad Repair	01-5630	53.66
P19-1794	Robert Fernandez	0030	Fingerprint Reimbursement for Coach	01-5860	77.00
P19-1795	Morgan Hogan	0030	Fingerprint Reimbursement	01-5860	73.00
P19-1796	Ann Martinez	0030	Fingerprint Reimbursement	01-5860	72.00
P19-1797	OFFICE DEPOT	0050	Inventory for testing	01-9320	549.91
P19-1798	PSI Services Inc	0014	CTE-Adobe Certification Testing	01-4310	2,700.00
P19-1799	Regional TAP Service Center	0014	Tap Cards for Student Field Trips	01-5884	595.00
P19-1800	COMDATA MASTERCARD PROGRAM	0049	Open PO Fuel Buses 2019	01-4361	16,000.00
P19-1801	AMAZON.COM	0014	Training Book	01-4210	45.28
P19-1802	JIVE COMMUNICATIONS INC	0022	One-time upgrade phone system	01-5630	5,668.60
P19-1803	AMAZON.COM	0014	CTE-MHS Digital Studies Academy	01-4310	1,015.22
P19-1804	Daniel Seung Lee	0022	Mileage Daniel for 03/2019	01-5250	46.54
P19-1805	DON PUNGPRECHAWAT	0022	Mileage Don for 03/2019	01-5250	53.94
P19-1806	APPLE COMPUTER, INC.	0014	CTE-MHS Digital Studies Academy	01-4440	29,216.52
P19-1807	CDW-G COMPUTER CTRS, INC.	0008	Document Camera	01-4410	546.41
P19-1808	LEARNING A-Z	0002	A-Z Reading Subscription	01-5841	109.95
P19-1809	On Site Welding & Construction	0047	Concrete Repair @ District Office	01-5630	7,503.00
P19-1811	PESI REHAB	0002	Dyslexia PD	01-5220	229.00
P19-1812	BRIAN ILHARREGUY	0008	WASC Supply Reimbursement	01-4390	265.81
P19-1813	SCOTT ILER	0008	WASC Supply Reimbursement	01-4390	227.16
P19-1814	SGV SCHOOL DIST. SELF-INS. AUT HORITY-WORKERS COMPENSATION	0040	JPA Reimbursement for District Claims	01-5871	758.50
P19-1815	APPERSON PRINT MANAGEMENT SERVICES	0014	Citrus Summer School Supplies	01-4310	43.80
P19-1816	LACOE - DIV.OF ACCOUNTABILITY SUPPORT&MONITORING	0014	LCAP Federal Addendum Workshop (1)	01-5220	50.00
P19-1817	CREATIVE BUS SALES	0049	Bus Parts	01-4360	874.18

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

ESCAPE ONLINE

Page 2 of 4

45

**Includes Purchase Orders dated 04/08/2019 - 04/29/2019**

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P19-1818	CALIFORNIA MUNICIPAL STATISTIC	0040	Bond Public Disclosure	01-5890	50.00
<b>Total Number of POs</b>				<b>60</b>	
				<b>Total</b>	<b>321,027.77</b>

**Fund Recap**

Fund	Description	PO Count	Amount
01	General Fund	57	312,761.97
11	Adult Education Fund	2	2,475.80
40	Special Reserve Fund 01 (Redev	1	5,790.00
		<b>Total</b>	<b>321,027.77</b>

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

ESCAPE ONLINE

Includes Purchase Orders dated 04/08/2019 - 04/29/2019

**PO Changes**

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P19-0108	12,000.00	01-5630	General Fund/Repairs	10,000.00-
P19-0294	86,000.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	41,000.00-
P19-0304	38,800.00	11-5810	Adult Education Fund/Contracted Services	35,000.00-
P19-0305	5,700.00	11-4310	Adult Education Fund/Materials and Supplies	5,000.00-
P19-0422	145,000.00	01-5821	General Fund/Attorneys fees	90,000.00
P19-0641	25,500.00	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	36,000.00-
P19-0813	100,000.00	01-5821	General Fund/Attorneys fees	50,000.00-
P19-0832	126,028.33	01-5850	General Fund/Conslt/Ind Contractors(NonEmp)	129,300.00-
P19-0937	33,000.00	01-5810	General Fund/Contracted Services	16,500.00
P19-1343	46,016.80	01-5110	General Fund/Contract Svcs (Subagreements)	6,200.00-
		01-5150	General Fund/Consultants - Subagreements	13,718.00-
		01-5810	General Fund/Contracted Services	25,000.00-
			Total PO P19-1343	44,918.00-
P19-1483	493.03	01-4370	General Fund/Custodial/Operation Supplies	31.48-
P19-1619	3,361.30	01-4310	General Fund/Materials and Supplies	237.48
P19-1673	730.80	01-4310	General Fund/Materials and Supplies	229.95-
P19-1676	200.00	01-5220	General Fund/Travel and Conferences	50.00-
P19-1725	36.10	12-4310	Child Development Fund/Materials and Supplies	12.04-
			<b>Total PO Changes</b>	<b>244,803.99-</b>

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

ESCAPE ONLINE

**RATIFICATION OF WARRANTS  
RECOMMENDED FOR BOARD APPROVAL  
May 8, 2019**

ACCOUNTS PAYABLE: April 11, 2019 through April 24, 2019

DATE ISSUED:

Batch Numbers:	1173-1187	\$	765,643.63
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<b>TOTAL DISTRICT ACCOUNTS:</b>	<b>\$</b>	<b><u>765,643.63</u></b>
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# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 7. 18/19-2120 - DISTRICT CASH RECEIPTS

#### RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 40 deposited April 22, 2019 for a total amount of \$197,603.80.

#### 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.

#### Additional Information:

A copy of Deposit Report #40 is attached.

## ATTACHMENTS

- [BA Item 2120\(b\) Deposit Rpt #40.pdf](#)

ACCOUNT	AMOUNT	
01.0-00000.0-00000-00000-8650-3060000	\$ 4,512.56	Leases & Rentals/Buddhist
01.0-00000.0-00000-00000-8650-6010040	20.00	Leases & Rentals
01.0-00000.0-00000-00000-8650-6020022	7,735.06	Leases & Rentals/Tech
01.0-00000.0-00000-00000-8699-0000000	40.00	Other Local Income
01.0-00000.0-00000-82000-8650-6000028	765.00	LKT PAC Rental/Utilities
01.0-00000.0-00000-82000-8650-6010040	547.00	Leases & Rentals/Utilities
01.0-00000.0-00000-82100-8650-6010040	1,033.50	Leases & Rentals/Labor
01.0-56401.0-00000-00000-8290-0000000	1,135.70	Medi-Cal
01.0-56402.0-00000-00000-8290-0000000	757.14	Medi-Cal 40%
01.0-90109.0-00000-00000-8699-2010000	2,320.00	Donations
01.0-90109.0-00000-00000-8699-2030000	500.00	Donations
01.0-90109.0-00000-00000-8699-2050000	3,200.00	Donations
01.0-90124.0-00000-00000-8699-2050000	921.00	Donations/Arts Program
01.0-90210.0-00000-00000-8650-2010000	4.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-2020000	4.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-2030000	4.80	Leases & Rentals
01.0-90210.0-00000-00000-8650-2040000	35.20	Leases & Rentals
01.0-90210.0-00000-00000-8650-4080000	133.00	Leases & Rentals
01.0-90210.0-00000-00000-8650-6000000	1,643.40	Leases & Rentals
01.0-90221.0-00000-82100-8650-4080000	1,383.99	LKT PAC Rental/MHS
01.0-90221.0-17030-00000-8650-4080000	1,383.99	LKT PAC Rental/MHS
01.0-90305.0-00000-00000-8699-2040000	27.95	Materials Contribution/Plymouth
01.0-90501.0-00000-00000-8689-0000000	2,623.98	Village Program/Parent Contributions
01.0-93100.0-00000-00000-8699-2010000	1,635.00	Donations/Bradoaks
01.0-93100.0-00000-00000-8699-2030000	3,000.00	Donations/Camp Pali/Monroe
01.0-00000.0-00000-00000-9570-0000000	18,336.78	Retirees Health Insurance
01.0-00000.0-00000-82000-5510-4080000	745.16	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5520-4080000	5,002.05	Abate/Utilities/MHS Pool
01.0-00000.0-00000-82000-5530-4080000	2,392.62	Abate/Utilities/MHS Pool
01.0-56401.0-57500-11901-5220-6010015	160.00	Abate/Refund/Travel & Conference
01.0-81500.0-00000-81100-4360-6040047	1,642.50	Abate/Refund/Vehicle Supplies
01.0-81500.0-00000-81100-5630-4080000	5,261.94	Abate/Maintenance/MHS Pool
01.0-81500.0-00000-81102-4380-6040047	845.00	Abate/Reimb./Maint. Supplies
01.0-93100.0-11100-41000-5881-6010014	1,057.50	Abate/Refund/Admission Fees
Subtotal	<u>70,811.42</u>	General Fund
12.0-61050.0-00000-00000-8673-0000000	816.00	CSPP Parent Contributions
12.0-90503.0-00000-00000-8673-1650000	2,534.65	Tuition Based Preschool
Subtotal	<u>3,350.65</u>	Child Development Fund
13.0-53100.0-00000-37000-8634-0000000	35,492.41	Food Service Sales
13.0-53203.0-00000-37000-8520-0000000	20.11	State Reimb. CACFP
13.0-53204.0-00000-37000-8520-0000000	38.81	State Reimb. CACFP
13.0-53100.0-00000-00000-9523-0000000	(1,109.62)	Pre-Paid Sales (used)
13.0-53100.0-00000-00000-9552-0000000	72.22	Sales Tax
13.0-53100.0-00000-37000-4710-6010052	50.25	Abate/Reimb./Food
Subtotal	<u>34,564.18</u>	Food Services Fund
25.0-95500.0-00000-00000-8681-0000000	2,548.78	Developer Fees
Subtotal	<u>2,548.78</u>	Capital Facilities Fund
63.0-90123.0-00000-00000-8699-0000000	33,575.00	LKT PAC Donations
63.0-90221.0-00000-00000-8650-4080028	24,946.77	LKT PAC Rental
63.0-90221.0-00000-60003-8650-4080028	27,807.00	LKT PAC Rental/Labor
Subtotal	<u>86,328.77</u>	Enterprise Fund
Total	<u>\$ 197,603.80</u>	

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 8. 18/19-2121 - BUDGETARY TRANSFERS AND REVISIONS

#### RECOMMENDATION

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

#### Rationale:

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

#### Background:

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

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

No impact on fund balance. (See additional information)

#### Legal References:

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

#### Account:

N/A

#### Additional Information:

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

## ATTACHMENTS

- [BA Item 2121\(b\) Budgetary Transfers.pdf](#)



**FISCAL SERVICES DEPARTMENT  
Fiscal Year 2018 - 2019**

Board Report:  
Budget Revision

Board Meeting Date:  
5/8/2019

**GENERAL FUND #01.0**

**BUDGET REVISION**

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED LOCAL RESOURCES</b>			
<b>#90109.0 - DONATIONS</b>			
<b>BRADOAKS</b>			
Books and Supplies	\$2,320.00	\$2,320.00	Budget Allocation
<b>WILD ROSE</b>			
Books and Supplies	\$3,200.00	\$3,200.00	Budget Allocation
<b>CLIFTON</b>			
Svcs/Other Operations	\$2,950.00	\$2,950.00	Budget Allocation
<b># 90124.0 - DONATIONS - ARTS PROGRAM</b>			
<b>WILD ROSE</b>			
Books and Supplies	\$921.00	\$921.00	Budget Allocation
<b># 90210.0.0 - USE OF FACILITIES</b>			
<b>BRADOAKS</b>			
Books and Supplies	\$5.00	\$5.00	Budget Allocation
<b>MAYFLOWER</b>			
Books and Supplies	\$5.00	\$5.00	Budget Allocation
<b>MONROE</b>			
Books and Supplies	\$5.00	\$5.00	Budget Allocation
<b>PLYMOUTH</b>			
Books and Supplies	\$35.00	\$35.00	Budget Allocation
<b>CLIFTON</b>			
Books and Supplies	\$20.00	\$20.00	Budget Allocation
<b>SANTA FE</b>			
Books and Supplies	\$30.00	\$30.00	Budget Allocation
<b>MHS</b>			
Books and Supplies	\$133.00	\$133.00	Budget Allocation
<b># 90221.0 - LKT - PAC - MHS</b>			
<b>DRAMA</b>			
Books and Supplies	\$1,384.00	\$1,384.00	Budget Allocation
<b>CUSTODIAL</b>			
Books and Supplies	\$1,384.00	\$1,384.00	Budget Allocation
<b># 90305.0 - STUDENT FEE COLLECTION</b>			
<b>PLYMOUTH</b>			
Books and Supplies	\$28.00	\$28.00	Budget Allocation

**FISCAL SERVICES DEPARTMENT  
Fiscal Year 2018 - 2019**

Board Report:  
Budget Revision

Board Meeting Date:  
5/8/2019

**GENERAL FUND #01.0**

**BUDGET REVISION**

<u>DESCRIPTION</u>		<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
<b>RESTRICTED LOCAL RESOURCES</b>			
<b># 93100.0 - DONATIONS - SPECIAL</b>			
<b>BRADOAKS</b>			
Svcs/Other Operations	\$3,150.00	\$3,150.00	Budget Allocation
<b>MAYFLOWER</b>			
Svcs/Other Operations	\$4,870.00	\$4,870.00	Budget Allocation
<b>MONROE</b>			
Svcs/Other Operations	\$3,000.00	\$3,000.00	Budget Allocation
Total Restricted Local Resources	<u>\$23,440.00</u>	<u>\$23,440.00</u>	
<b><u>TOTAL BUDGET REVISION</u></b>	<u>\$23,440.00</u>	<u>\$23,440.00</u>	

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 9. 18/19-2122- ACCEPTANCE OF GIFTS

#### RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1819-18.

#### 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 #1819-18 05-08-19.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Acceptance of Gifts Report No. 1819-18  
Board Meeting 20190508

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	John C. Teets	\$100.00	To be used for the benefit of students and staff at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0508180	Increases site donation account
2	Check	Eliza C. Yu	\$325.00	To be used for the benefit of students and staff at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0508181	Increases site donation account
3	Check	Bowden Development	\$325.00	To be used for the benefit of students and staff at Bradoaks Elementary School	Jayne Nickles, Principal Bradoaks Elementary School	D0508182	Increases site donation account
4	Check	Dana Merritt Elliott	\$47.59	To be used for the benefit of students at Wild Rose School of Creative Arts	Dr. Leslie Miller, Principal Wild Rose School of Creative Arts	D0508183	Increases site donation account
5	Check	Wild Rose PTA	\$257.00	To be used for the benefit of students at Wild Rose School of Creative Arts	Dr. Leslie Miller, Principal Wild Rose School of Creative Arts	D0508184	Increases site donation account
6	Check	Monrovia Schools Foundation	\$1,000.00	To be used for the Math Bee event at Wild Rose School of Creative Arts	Dr. Leslie Miller, Principal Wild Rose School of Creative Arts	D0508185	Increases site donation account
7	Check	Monrovia Reads	\$4,000.00	To be used for the P.A.T. Program	Dr. Sue Kaiser, Assistant Superintendent Educational Services Department	D0508186	Increases site donation account
8	Tangible	Randy Hare	\$2,000.00	2002 Chevy Malibu to be used to enhance student learning in the Auto Shop Program at Monrovia High School	Kirk McGinnis, Principal Monrovia High School		No cost to the district
9							
10							



# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### **10. 18/19-2123 - MERGE RISK MANAGEMENT JPA FOR SPECIAL EDUCATION TRANSPORTATION SERVICES AGREEMENT – ADDENDUM NO. 2**

#### **RECOMMENDATION**

The Board of Education is requested to approve Addendum No. 2 for Special Education student transportation services between MERGE Risk Management JPA and Monrovia Unified School District for the 2019-20 school year.

#### **Rationale:**

The approval of Addendum No. 2 with MERGE JPA will allow the District to continue to provide transportation services to our SELPA Special Education students.

#### **Background:**

The District entered into the piggyback/MERGE JPA contract with Hemet USD in the 2017-18 school year due to the lower cost for student transportation services compared to having a contract exclusively with Hemet. This Addendum reflects the price increase of 6% increase for Non-Severe Disability/Orthopedic Impairment (Non-SD/OI) students and 7% increase for SD/OI students. The District will continue to seek lower cost vendors while keeping continuity of the transportation services to our Special Ed. students.

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

The total estimated cost is \$115,000 a year and will be paid by the Special Education transportation fund. The District will be reimbursed partially by other SELPA districts benefiting from this transportation service.

#### **Legal References:**

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

#### **Additional Information:**

A copy of Addendum No. 2 is attached.

## ATTACHMENTS

- [BA Item 2123\(b\) MERGE Amendent No 2.pdf](#)

**AMENDMENT TO THE MERGE RISK MANAGEMENT JPA  
AGREEMENT FOR TRANSPORTATION SERVICE**

AMENDMENT TO AGREEMENT FOR TRANSPORTATION SERVICES (the "Amendment"), is made and entered into as of July 1, 2019 by and between MERGE Risk Management JPA, hereinafter referred to as "MERGE", and Monrovia Unified School District, hereinafter referred to as "DISTRICT".

With reference to the certain AGREEMENT FOR STUDENT TRANSPORTATION SERVICES BETWEEN MERGE RISK MANAGEMENT JPA AND THE MONROVIA UNIFIED SCHOOL DISTRICT dated effective July 1, 2017 by and between MERGE and DISTRICT, it is hereby agreed as follows:

SECTION II. PAYMENT AND CONSIDERATION Paragraph "B" and "C" is hereby amended to read as follows:

Invoicing shall be for curbside transportation services for all students and special needs students residing in District and attending classes provided through the West San Gabriel Valley SELPA within the boundaries of Alhambra Unified, Arcadia Unified, Duarte Unified, El Monte City, El Monte Union, Garvey, Monrovia Unified, Mountain View, Rosemead, South Pasadena Unified, Temple City Unified and Valle Lindo for the fiscal year July 1, 2019 to June 30, 2020.

- a. Non-SD/OI: \$7,811 per student
- b. SD/OI: \$9,984 per student
- c. Should a student requiring transportation reside or attend a program outside of the West San Gabriel SELPA where HEMET is unable to attain regular cost efficiencies, different rates will apply. Monrovia Unified School District will be notified of the rate before commencing service.
- c. 5% Administration fee on total amount billed per district

Except as amended hereby, the Agreement shall remain in full force and effect unchanged.

ACCEPTED BY:

MERGE RISK MANAGEMENT JOINT POWERS AUTHORITY

By: 

Date: 4/12/19

Name: Jose Herrera  
Title: Secretary/Treasurer

ACCEPTED BY:

MONROVIA UNIFIED SCHOOL DISTRICT

By: 

Date: 5-9-19

Name: Katherine Thorossian

Title: Superintendent

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 11. 18/19-3060 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

#### RECOMMENDATION

The Monrovia Unified School District Board of education is requested to approve Travel and Conference Report #19.

#### Rationale:

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

#### ATTACHMENTS

- [05082019TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Conference/Inservice Attendance and Travel  
Report #19

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

- 1/ Culture Keepers: Principal Leadership in a PLC at Work<sup>®</sup> Institute  
June 18-20, 2019  
San Diego, CA

Account#: 01.0-31820.0-11100-10000-5220-6010014

01.0-31820.0-00000-21500-5220-6010014

Estimated Cost: \$40,917.84

(Registration: \$15,387; Housing: \$15,422.80; Meals: \$3,381; Mileage: \$3,415.04;  
Parking: \$3,312)

Daniel Chacon, Teacher, Canyon Oaks High School  
Sandy Duff, Teacher, Monrovia High School.  
Adlina Dugan, Counselor, Canyon Oaks High School.  
David Duisberg, Teacher, Mountain Park.  
Jason Edwards, Teacher, Canyon Oaks High School.  
Megan Esquer, Assistant Principal, Santa Fe Computer Magnate School.  
Flint Fertig, Director of Adult Education and Alternative Programs.  
Annette Freitas, Teacher, Canyon Oaks High School.  
Courtney Glass, Assistant Principal, Clifton MS.  
Jolisa Grimmer, Counselor, Canyon Oaks High School.  
Daniel Holman, Teacher, Canyon Oaks High School.  
Scott Iler, Assistant Principal, Monrovia High School.  
Darvin Jackson, Assistant Superintendent, Human Resources.  
Jennifer Jackson, Principal, Clifton MS.  
Lily Jarvis, Principal, Monroe ES.  
Felicia Limbrick, Assistant Principal, Monrovia High School.  
Fil Lujan, Assistant Principal, Monrovia High School.  
Kirk McGinnis, Principal, Monrovia High School.  
Calvin McKendrick, Assistant Principal, Canyon Oaks High School.  
Randy Medina, Teacher, Canyon Oaks High School.

Dianna Moraga, Teacher, Clifton MS.  
Tedese Ross, Teacher, Monrovia Community Adult School.  
Sharon Socha, Teacher, Monrovia Community Adult School.  
Geoff Zamarripa, Principal, Santa Fe Computer Magnate School.

- 2/ Culture Keepers: Principal Leadership in a PLC at Work® Institute  
June 18-20, 2019  
San Diego, CA

Account#: 01.4-07102.0-00000-21500-5220-6001500

Estimated Cost: \$12,386.10

(Registration: \$4,683.00; Housing: \$4,626.74; Meals: \$1,029.00; Mileage: \$1,039.36;  
Parking: \$1,008)

Michele Costarella, Principal, Mayflower ES.  
Lily Jarvis, Principal, Monroe ES.  
Sue Kaiser, Assistant Superintendent, Educational Services.  
Tom McFadden, Director of Expanded Learning Programs.  
Leslie Miller, Principal, Wild Rose ES.  
Jayne Nickles, Principal, Bradoaks ES.  
Kathy Thorossian, Superintendent of Schools.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D (No cost to District)

None

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 12. 18/19-3061- PERSONNEL ASSIGNMENTS

#### RECOMMENDATION

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

#### Rationale:

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

#### Legal References:

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

#### Additional Information:

## ATTACHMENTS

- [2019-05-08 Personnel Report 18.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Elizabeth	Lipps	Daily Substitute	Employ, as needed	4/23/19-6/30/19	District		G-00000.0	000003	\$115/day	100%
2 #	Nancy	Yang	Daily Substitute	Employ, as needed	4/23/19-6/30/19	District		G-00000.0	000003	\$115/day	100%

**B. Supplemental Hours/Special Assignments**

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
3	Barbara	Alstadt	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
4	Laurence	Ammon	Substitute Teacher	Summer School Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
5 #	Alyssia	Armada	Teacher	Science Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
6 #	Gina	Ayala	Teacher	Science Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
7 #	Daniel	Barrios	Teacher	ELA Collaboration	7/1/18-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
8 #	Daniel	Barrios	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
9 #	Lisa	Beier	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
10 #	Lisa	Beier	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
11 #	Sheri	Bignell	Teacher	ELA Collaboration	7/1/18-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
12 #	Sheri	Bignell	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
13 #	Nancy	Bravo	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
14 #	Nikole	Burgess	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
15 #	Nikole	Burgess	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
16 #	Lorenia	Cabello	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
17	Lorenia	Cabello	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
18 #	Heinar	Campos	Teacher	Saturday School - Substitute	12/1/18-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
19 #	Heinar	Campos	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%



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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
20 #	Nicholas	Cardet	Teacher	SPED Collaboration/co-teach planning	7/1/18-6/5/19	Clifton	NTE 6 hrs	C-07102.0	003175	\$27.00/hr	100%
21 #	Nicholas	Cardet	Teacher	ELA Collaboration	7/1/18-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
22	Sara	Castro	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
23	Robert	Cheung	Substitute Teacher	Summer School Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
24	James	Cortez	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
25	William	Couch	Substitute Teacher	Summer School Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
26 #	Carlos	Crispo	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
27 #	Ashley	Davila	Teacher	Science Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
28 #	Ashley	Davila	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
29 #	Natasha	Diephuis	Teacher	SPED Collaboration/co-teach planning	7/1/18-6/5/19	Clifton	NTE 6 hrs	C-07102.0	003175	\$27.00/hr	100%
30 #	Natasha	Diephuis	Teacher	ELA Collaboration	7/1/18-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
31 #	Rebecka	Dimov	Teacher	Planning time for Jr. Camp Read-A-Lot	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003836	\$27.00/hr	100%
32	Rebecka	Dimov	Teacher	Summer School Teacher - Jr. Camp Read-A-Lot	6/13/19-7/11/19	Bradoaks	NTE 105 hrs	C-07107.0	003525	\$32.00/hr	100%
33	Rebecka	Dimov	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
34 #	Robert	Drew	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
35 #	Sandra	Duff	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
36 #	Sandra	Duff	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
37 #	Dana	Elliott	Teacher	After-school enrichment - Robotics Club	4/15/19-6/5/19	Wild Rose	NTE 6 hrs	C-30100.0	001623	\$32.00/hr	100%
38 #	Paul	Flores	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
39	Kim	Gero	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
40 #	Lafayette	Gooler	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
41	Lafayette	Gooler	Teacher	Summer School Teacher - Camp Infinity	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
42 #	Gabriel	Gutierrez	Teacher	Saturday School	1/1/19-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
43 #	Philip	Heng	Teacher	Saturday School	1/1/19-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
44 #	Spring	Hills-DuRose	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
45 #	Spring	Hills-DuRose	Teacher	Science Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
46 #	Marcie	Hoopes	Teacher	ELA Collaboration	7/1/18-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
47 #	Marcie	Hoopes	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
48	Gwendolyn	Horne	Substitute Teacher	Summer School Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
49 #	Gladys	Inda	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
50	Gladys	Inda	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
51	Adriana	Jacobo	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
52 #	Allyson	Jimenez	Teacher	Planning/Camp Infinity - Summer School	5/1/19-7/11/19	Ed Services	NTE 25 hrs	C-07107.0	003840	\$27.00/hr	100%
53	Allyson	Jimenez	Teacher	Summer School Teacher - Camp Infinity	6/13/19-7/11/19	Ed Services	NTE 105 hrs	C-07107.0	003168	\$32.00/hr	100%
54	Shannon	Johnson	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
55 #	Azalena	Jones	Counselor	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
56	Jill	Levengood	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
57	Karen	Littlefield	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
58 #	Geovanna	Loeza	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
59	Geovanna	Loeza	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
60 #	Rosalinda	Lopez	Teacher	Planning/Jr Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003836	\$27.00/hr	100%
61	Rosalinda	Lopez	Teacher	Summer School Teacher - Jr. Camp Read-A-Lot	6/13/19-7/11/19	Bradoaks	NTE 105 hrs	C-07107.0	003525	\$32.00/hr	100%
62	Teresa	Macias	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
63 #	Markiena	Madison	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
64	Markiena	Madison	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
65	Markiena	Madison	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
66	Tina	Manuele	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
67 #	Jennifer	Mata	Teacher	Planning/Jr Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003836	\$27.00/hr	100%
68	Jennifer	Mata	Teacher	Summer School Teacher - Jr. Camp Read-A-Lot	6/13/19-7/11/19	Bradoaks	NTE 105 hrs	C-07107.0	003525	\$32.00/hr	100%
69 #	Daniela	Mazzeo	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
70 #	Katherine	McMahon	Teacher	SPED Collaboration/co-teach planning	1/7/19-6/5/19	Clifton	NTE 6 hrs	C-07102.0	003175	\$27.00/hr	100%
71 #	Katherine	McMahon	Teacher	ELA Collaboration	1/7/19-6/5/19	Clifton	NTE 18 hrs	C-07102.0	003175	\$27.00/hr	100%
72 #	Randy	Medina	Teacher	Saturday School - Substitute	12/1/18-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
73 #	Randy	Medina	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
74	Randy	Medina	Teacher	Summer School Teacher - Camp Infinity	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
75 #	Kevin	Mercado	Teacher	Saturday School - Substitute	3/1/19-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
76 #	Jessica	Meza	Teacher	Saturday School	1/1/19-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
77 #	Rich	Morrison	Teacher	Planning Time/Support for staff & students - Camp Infinity	5/1/19-7/11/19	Mayflower	NTE 100 hrs	C-07107.0	003837	\$27.00/hr	100%
78	Rich	Morrison	Teacher	Summer School Lead - Camp Infinity (Teaching)	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
79 #	Sharon	Naugle	Teacher	Planning Time/Support for staff & students - Camp Read-A-Lot	5/1/19-7/11/19	Bradoaks	NTE 100 hrs	C-07107.0	003836	\$27.00/hr	100%
80	Sharon	Naugle	Teacher	Summer School Lead - Camp Read-A-Lot (Teaching)	6/13/19-7/11/19	Bradoaks	NTE 105 hrs	C-07107.0	003525	\$32.00/hr	100%
81	Ross	October	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
82	Alma	Padilla	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
83 #	Jo	Porter	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
84 #	Jo	Porter	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
85	Heather	Povinelli	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
86	Joshua	Ramirez	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
87 #	Danny	Ray	Teacher	History Collaboration	7/1/18-6/5/19	Clifton	NTE 4 hrs	C-07102.0	003175	\$27.00/hr	100%
88	Sheela	Reed	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%

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

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
89	Carole	Robinson	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
90 #	Traci	Robinson	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
91	Traci	Robinson	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
92	David	Ross	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
93 #	Danyelle	Rucker	Teacher	Saturday School	1/1/19-6/1/19	MHS	As needed	C-00604.0	001450	\$32.00/hr	100%
94	Tonya	Sherman	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
95	Diane	Singer	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
96 #	Kylee	Smith	Substitute Teacher	Planning/Jr Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003836	\$27.00/hr	100%
97	Kylee	Smith	Substitute Teacher	Summer School Teacher - Jr. Camp Read-A-Lot	6/13/19-7/11/19	Bradoaks	NTE 105 hrs	C-07107.0	003525	\$32.00/hr	100%
98 #	Marilyn	Smith	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
99 #	Marilyn	Smith	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
100 #	Hiroshi	Suzuki	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
101	Danielle	Towles	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%
102 #	Xochitl	Valenzuela	Teacher	Math Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
103 #	Xochitl	Valenzuela	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
104	Kathy	Watchman	Teacher	Science Exploration Curriculum	6/6/19-6/30/19	Bradoaks	NTE 6 hrs	C-30100.0	001216	\$27.00/hr	100%
105 #	Stacy	Wilkins	Teacher	Planning Time/Support for staff & students - Camp Read-A-Lot	5/1/19-7/11/19	Bradoaks	NTE 100 hrs	C-07107.0	003837	\$27.00/hr	100%
106	Stacy	Wilkins	Teacher	Summer School Lead - Camp Read-A-Lot (Teaching)	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
107 #	Dana	Williams	Teacher	Planning/Camp Read-A-Lot Summer School	5/1/19-7/11/19	Bradoaks	NTE 25 hrs	C-07107.0	003837	\$27.00/hr	100%
108	Dana	Williams	Teacher	Summer School Teacher - Camp Read-A-Lot	6/13/19-7/11/19	Mayflower	NTE 105 hrs	C-07107.0	003835	\$32.00/hr	100%
109 #	Roxana	Yanko	Teacher	Science Collaboration	7/1/18-6/5/19	Clifton	NTE 5 hrs	C-07102.0	003175	\$27.00/hr	100%
110 #	Roxana	Yanko	Teacher	BPCC Team Member - PBIS intervention & Support	8/15/18-6/5/19	Clifton	NTE 20 hrs	C-07102.0	003175	\$27.00/hr	100%
111	Natalie	Young	Substitute Teacher	Summer Schoool Substitute Teacher	6/13/19-7/11/19	Ed Services	NTE 75 hrs	C-07107.0	003168	\$32.00/hr	100%

**C. Leaves of Absences**

First Name	Last Name	Classification	Action	Effective	Site	
112 #	Bernadette	Williams	Coordinator Health Services	Approve unpaid leave of absence	5/1/19-6/30/19	PPS

**D. Terminations**

First Name	Last Name	Classification	Action	Effective	Site	
113	Ann	Van Dyke	Teacher	Retirement	6/6/19	MHS

**E. Other**

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
114 #	Tedese	Ross	Adult Ed Teacher	Change in funding	1/7/2019		C-39050.0 31% C-63910.0 69%	003834	\$36.40/hr	100%
115 #	Dana	Elliott	Teacher	Approve stipend Monrovia Elementary Olympics Coordinator	3/28/2019		C-90112.0	002727	NTE \$650 Stipend	100%

**E. Other - Volunteers**

First Name	Last Name	Classification	Action	Effective	Site	
116 #	Noel	Barba	Volunteer I	Approve	4/19/19-6/30-19	MO
117 #	Andre	Bonilla	Volunteer I	Approve	4/15/19-6/30/19	MO
118 #	Vanessa	Cuellar	Volunteer I	Approve	4/19/19-6/30/19	MO
119 #	San Filippo	Daija Lee	Volunteer I	Approve	4/16/19-6/30/19	MO
120 #	Alexis	Espana	Volunteer I	Approve	4/18/19-6/30/19	MO
121 #	Francisco	Garcia	Volunteer I	Approve	4/18/19-6/30/19	MO
122 #	Gregory	Keslake	Volunteer I	Approve	4/26/19-6/30/19	MA
123 #	Tate	Larosa	Volunteer I	Approve	4/17/19-6/30/19	MO
124 #	Lucina	Medina	Volunteer I	Approve	4/17/19-6/30/19	BO
125 #	Victoria	Quach	Volunteer I	Approve	4/26/19-6/30/19	WR
126 #	Jessica	Ramirez	Volunteer I	Approve	4/26/19-6/30/19	MA
127 #	Carrie	Sachs	Volunteer I	Approve	4/16/19-6/30/19	MA
128 #	Maria Dolores	Velazquez	Volunteer I	Approve	4/15/19-6/30/19	CL
129 #	Jeffrey	Westra	Volunteer I	Approve	4/25/19-6/30/19	MO

MONROVIA UNIFIED SCHOOL DISTRICT  
Personnel Assignment Report #18

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

**A. Employments**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	# Mitchell	Ayala	Tutor	District-wide	Employ: Pro Active Tutoring Program.	\$12.00/hr.	Flat	Rate	Hourly, as needed	4/16/19-6/30/19	001461	C 90108.0	100%
2	# Araceli	Briones	Substitute Clerical Assistant III	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$18.70/hr.	22	2	Hourly, as needed	4/9/19-6/30/19	001991	G 00000.0	100%
3	Sam	Brown	Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$23.94/hr.	24	6	Hourly, as needed	7/1/19-6/30/20	002366	G 00000.0	100%
4	# Helna	Burton	Senior Account Clerk Extra Hours	Fiscal Services	Employ: Additional hours as needed.	\$25.15/hr.	26	6	NTE: 10 hours total	7/1/18-6/30/19	001567	G 00000.0	100%
5	# Shaden	Carranza	Instructional Aide - Special Education Extra Hours	Mayflower	Employ: To attend field trip with a 1:1 student.	\$15.69/hr.	17	1	NTE: 3.5 hours per day	4/25/19-6/5/19	003421	C 65000.0	100%
6	# Shaden	Carranza	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$15.69/hr.	17	1	Hourly, as needed	4/25/19-6/5/19	002246	C 65000.0	100%
7	# Natalie	Carrillo	Student Worker	MHS	Transitional Partnership Program (TPP)	\$12.00/hr.	Flat	Rate	NTE: 100 hours total	2/12/19-6/30/19	002441	C 34100.0	100%
8	# Joseph	Delisi	Instructional Aide - Severe Disabilities Extra Hours	Mayflower	Employ: To attend Camp Pali on an overnight field trip as a 1:1 aide.	\$17.79/hr.	18	3	NTE: 10.5 hours total	4/10/19-4/12/19	003421	C 65000.0	100%
9	Derek	Durden	Lead Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$26.43/hr.	28	6	Hourly, as needed	7/1/19-6/30/20	002366	G 00000.0	100%
10	Jennifer	Esparza	Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$22.79/hr.	24	5	Hourly, as needed	7/1/19-6/30/20	002366	G 00000.0	100%
11	# Belle	Gagne	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$20.13/hr.	17	6	Hourly, as needed	4/1/19-6/30/19	002246	C 65000.0	100%
12	Belle	Gagne	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during 2019-20 school year.	\$20.13/hr.	17	6	Hourly, as needed	8/14/19-6/3/20	002246	C 65000.0	100%
13	# Jesus	Holguin	Tutor	District-wide	Employ: Pro Active Tutoring Program.	\$12.00/hr.	Flat	Rate	Hourly, as needed	4/16/19-6/30/19	001461	C 90108.0	100%
14	# Simone	Lefebvre	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$20.13/hr.	17	6	Hourly, as needed	4/1/19-6/30/19	002246	C 65000.0	100%
15	Simone	Lefebvre	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during 2019-20 school year.	\$20.13/hr.	17	6	Hourly, as needed	8/14/19-6/3/20	002246	C 65000.0	100%

**A. Employments (continued)**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
16	Christopher	Malone	Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$21.70/hr.	24	4	Hourly, as needed	7/1/19-6/30/20	002505 G	00000.0	100%
17	Christopher	Malone	Substitute Campus Security	MHS	Employ: To substitute as needed during 2019-20 school year.	\$21.70/hr.	24	4	Hourly, as needed	7/1/19-6/30/20	001301 G	00000.0	100%
18	# Jessica	Mason	Substitute Instructional Assistant-Special Education	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$17.32/hr.	21	1	Hourly, as needed	2/4/19-6/5/19	002981 C	65000.0	100%
19	# Robert	Matthiesen	Student Worker	MHS	Transitional Partnership Program (TPP)	\$12.00/hr.	Flat	Rate	NTE: 100 hours total	2/15/19-6/30/19	002441 C	34100.0	100%
20	# Deena	Mattox	Campus Assistant Extra Hours	Plymouth	Employ: Smarter Balanced Assessment Consortium (SBAC) Proctor.	\$14.61/hr.	4	6	Hourly, as needed	4/29/19-6/5/19	003691 C	07102.0	100%
21	Sean	McCoy	Substitute Campus Security	MHS	Employ: To substitute as needed during 2019-20 school year.	\$21.70/hr.	24	4	Hourly, as needed	7/1/19-6/30/20	001301 G	00000.0	100%
22	Sean	McCoy	Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$21.70/hr.	24	4	Hourly, as needed	7/1/19-6/30/20	002505 G	00000.0	100%
23	# Erinn	Milligan	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$16.51/hr.	17	2	Hourly, as needed	4/1/19-6/30/19	002246 C	65000.0	100%
24	# Sonia	Obregon	Substitute Instructional Aide-Kindergarten	District-wide	Employ: To substitute as needed during the 2018-19 school year.	\$15.72/hr.	15	2	Hourly, as needed	4/18/19-6/30/19	003432 G	00000.0	100%
25	# Maria	Ortiz	Campus Assistant Extra Hours	Plymouth	Employ: Childcare support during the Parent Institute for Quality Education (PIQE) classes.	\$14.61/hr.	4	6	Hourly, as needed	4/18/19-5/23/19	003382 C	07102.0	100%
26	# Hugo	Torres	Interpreter	District Office	Employ: To provide translation services to parent during LCAP meeting hours.	\$27.00/hr.	Flat	Rate	NTE: 14 hours total	4/11/19-5/15/19	003242 C	42030.0	100%
27	# Jason	Vance	Instructional Aide - Special Education Extra Hours	Mayflower	Employ: To attend Camp Pali on an overnight field trip as a 1:1 aide.	\$20.13/hr.	17	6	NTE: 10.5 hours total	4/10/19-4/12/19	003421 C	65000.0	100%
28	Donell	Walls	Substitute Campus Security	MHS	Employ: To substitute as needed during 2019-20 school year.	\$23.94/hr.	24	6	Hourly, as needed	7/1/19-6/30/20	001301 G	00000.0	100%
29	Donell	Walls	Campus Security Extra Hours	MHS	Employ: School events during the 2019-20 school year.	\$23.94/hr.	24	6	Hourly, as needed	7/1/19-6/30/20	002505 G	00000.0	100%

**B. Leaves of Absence**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
30	# Adriana	Florio	Custodian	Monroe	Personal Leave of Absence	\$2921.85/mo	21	6	6 hrs./d.; 12 mo./yr.	3/11/19-4/30/19	000251	G 00000.0	100%
31	# Cynthia	Liska	Instructional Aide - Special Education	Mayflower	California Family Rights Act (CFRA) Leave	\$20.13/hr.	17	6	3.5 hrs./d.; 9 mo./yr.	4/12/19-10/18/19	003310	C 65000.0	100%

**C. Resignations**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
32	# Brandon	Silva	Groundskeeper I	M.O.T.	Involuntary resignation	\$3707.38/mo	21-H	5	8 hr./d.; 12 mo./yr.	4/10/2019	001271	C 81500.0	100%

**D. Changes of Status**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
33	# Diane	Henriks	Ltd. Term Instructional Aide - Special Ed.	Wild Rose	Limited term assignment based on student need.	\$2617.34/mo	17	6	6 hr./d.; 9 mo./yr.	4/24/19-6/5/19	003838	C 33100.0	100%
34	# Holly	Lee	Ltd. Term Instructional Aide - Special Ed.	Wild Rose	Limited term assignment based on student need.	\$16.51/hr.	17	2	6 hr./d.; 9 mo./yr.	4/22/19-6/5/19	003838	C 33100.0	100%
35	# Norbert	Solomon	Instructional Assistant- Behavior 1:1	Wild Rose	Promotion	\$3021.30/mo	20	4	7.1 hr./d.; 9 mo./yr.	4/24/19-6/5/19	003625	C 06500.0	100%

**E. Other**

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Effective	Position	Program	Percent
36	# Samuel	Morris	Classified Stipend	MHS	Varsity Boys Basketball Head Coach	\$3,937.00 stipend paid over 11 month	7/1/18-6/30/19	000206	C 00701.0	100%



# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 13. 18/19-3062 - BOARD OF EDUCATION DESIGNATED REPRESENTATIVES

#### RECOMMENDATION

The Board of Education is requested to appoint Katherine Thorossian and Darwin Jackson as Designated Representatives of Monrovia Unified School District's represented employees of Monrovia Teachers Association (MTA) and California School Employees Association (CSEA); Katherine Thorossian and Darwin Jackson as the Designated Representatives of non-represented employees of Confidential/Classified Managers (C/CM); and Katherine Thorossian as the Designated Representative of non-represented employees of Monrovia Association of School Administrators (MASA) for the purpose of salary discussions in closed sessions with the Board of Education for the 2019-2020 school year.

#### Rationale:

In accordance with Government Code 54957.6, the Board of Education may designate representatives for the District's represented (MTA & CSEA) and non-represented (MASA & C/CM) employees for the purpose of discussing employee salaries in closed session. The Board is also requested to adopt this practice annually.

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

Budget Implications – No additional costs.

#### Legal References:

Legal Reference – Government Code 54957.6

#### ATTACHMENTS

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### **14. 18/19 - 3063 - DECLARATION OF INDEFINITE WAGES AND FRINGE BENEFITS**

#### **RECOMMENDATION**

The Board of Education is requested to declare that wages and fringe benefits for all certificated, classified, supervisory/confidential and management employees, will be indefinite for the 2019-2020 fiscal year. These benefits are effective July 1, 2019, and may be increased and/or decreased pending the resolution of uncertain financial, legislative, negotiations, budgeting and other factors.

#### **Rationale:**

The language of California Education Code Sections 45032/87806 and California Constitution Article II, Section 10, has been found in certain court cases to prohibit salary or fringe benefit changes unless it is clear from board minutes that the salary and benefits rates were declared indefinite due to financial, legislative, negotiating or budget uncertainties. This declaration will permit salary adjustments during 2017-2018 school year. This action is necessary for all unrepresented employees and for represented employees when salaries may be adjusted during the valid period of a contract.

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

No direct cost is associated with the declaration.

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 15. 18/19-4016 - EDLIO INC., WEB HOSTING RENEWAL

#### RECOMMENDATION

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from July 1, 2019 through June 30, 2020.

#### Rationale:

Monrovia Unified School District uses Edlio Inc. to provide website hosting. Our website is driven by an easy-to-use content management system. The District would like to continue to use Edlio Inc.

#### Background:

The Technology Services Department went through an evaluation process and reviewed server web hosting providers late 2014 to early 2015. It was determined that Edlio Inc., met the needs of the District and sites. The Board approved on May 13, 2015 and Edlio has been hosting the District and school websites since July 1, 2015.

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

The Technology Services Budget will provide funding. The cost of these services is \$7,800.00.

#### Additional Information:

Please see document attached.

## ATTACHMENTS

- [Monrovia Unified School District Quote A.pdf](#)

Edlio LLC, 12910 Culver Blvd Suite i, Los Angeles, CA 90066  
General Queries: T: (310) 204-7300 E: [info@edlio.com](mailto:info@edlio.com)  
Accounting Queries: T: (877) 287-9871 E: [accounting@edlio.com](mailto:accounting@edlio.com)



## Quote

**To:**  
Monrovia Unified School District  
325 East Huntington Dr.  
Monrovia, CA 91016

**Please Remit Payment To:**  
Edlio LLC.  
12910 Culver Blvd, Suite i  
Los Angeles, CA 90066

Quote Date	3/28/2019
Quote #	Monrovia-A

Website Content Management System <i>6/30/2019 - 6/30/2020</i>	\$7,800.00
Spike's Gallery Redesign <i>Offered at no cost by Sevana Moses</i>	\$0.00
<b>Total Due:</b>	<b>\$7,800.00</b>

\*Please note the terms will be applied once an agreement is created and approved\*

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### **16. 18/19-4017 – MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)**

#### **RECOMMENDATION**

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from SHI International Corp., effective May 24, 2019 through May 30, 2020.

#### **Rationale:**

The previous contract dated May 24, 2018 with Microsoft Enrollment for Education Solutions Agreement from SHI International Corp will expire May 24, 2019. This is a one year renewal.

#### **Background:**

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

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

The costs of the services is determined by the count of Full Time Equivalent (FTE) staff who use a computer as part of their job and the number of processors in our server hardware. The cost will be up to \$31,316.30, annually. Departments, site and the Technology Services budget will provide funding.

#### **Additional Information:**

Please see document attached.

## ATTACHMENTS

- [SHI Quote-16776829.pdf](#)



Pricing Proposal  
 Quotation #: 16776829  
 Created On: 3/5/2019  
 Valid Until: 5/31/2019

**Monrovia Unified School District**

**Inside Account Executive**

**Charles Poovakan**  
 325 EAST HUNTINGTON DR.  
 MONROVIA, CA 91016  
 United States  
 Phone: 6264712015  
 Fax:  
 Email: cpoovakan@monroviaschools.net

**Brian Delesky**  
 290 Davidson ave.  
 Somerset, NJ 08873  
 Phone: 732-584-4471  
 Fax: 732-564-3099  
 Email: Brian\_Delesky@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 MSImgnAcdmy ALNG SubsVL MVL Srvcs Microsoft - Part#: 54R-00098	1	\$1,332.50	\$1,332.50
2 DsktpEdu ALNG LicSAPk MVL Pre2017EES Microsoft - Part#: 2UJ-00001	453	\$41.70	\$18,890.10
3 O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: M6K-00001	453	\$0.00	\$0.00
4 O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: M6K-00001	1	\$0.00	\$0.00
5 IntuneAddOnEDU ShrdSvr ALNG SubsVL MVL AddOn Microsoft - Part#: FYU-00001	453	\$6.60	\$2,989.80
6 IntuneEDU ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft Microsoft - Part#: FYR-00002	6000	\$0.00	\$0.00
7 MinecraftEdu ALNG SubsVL MVL PerUsr Microsoft - Part#: 2ZA-00002	453	\$12.30	\$5,571.90
8 MinecraftEdu ALNG SubsVL MVL PerUsr STUUseBnft Microsoft - Part#: 2ZA-00001	6000	\$0.00	\$0.00
9 SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EP-00037	40	\$25.00	\$1,000.00
10 WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9EA-00039	40	\$38.30	\$1,532.00
		<b>Total</b>	<b>\$31,316.30</b>

## Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 1. 18/19-1140 - LOS ANGELES COUNTY OFFICE OF EDUCATION CONTRACT FOR SCALE UP! STUDENT SUCCESS THROUGH TECHNOLOGY AND ARTS INTEGRATION PROJECT

#### RECOMMENDATION

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) for Scale Up! Student Success Through Technology and Arts Integration Project from May 9, 2019 through September 30, 2019. Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_ Board Member Wong \_\_\_\_\_, Board Member Lockerbie \_\_\_\_\_ Board Member Travanti \_\_\_\_\_ Board Member Hammond \_\_\_\_\_, Board President Gililland \_\_\_\_\_

#### Rationale:

LACOE's Curriculum and Instructional Services Department, which operates the Center for Distance and Online Learning (CDOL) unit, will provide District Scale Up! Professional Development. Using a blended technology-driven instructional model CDOL will assist District to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) and the Arts.

#### Background:

During Scale Up! MTSS-Arts Academy sessions, participants will infuse evidence-based integration strategies to begin developing a collaborative implementation model that focuses on well-rounded education, academic achievement, and digital literacy for all students. Districts will select four participants, comprised of administrators, MTSS coordinators/support staff, and/or Visual & Performing Arts teacher, who will participate in a 5-day MTSS-Arts Academy professional development. These trainers will work together to develop a District System of Support Implementation Plan and deliver implementation content to administrators, teachers, counselors, and/or MTSS/SEL support staff. District will receive three stipends associated with this Agreement which total \$16,551 combined. The first will be an equipment stipend to purchase of four digital devices, not to exceed \$6,355. The second stipend will be to cover attendance at the 5-day Scale Up! MTSS-Arts Academy to cover hotel and parking costs not to exceed \$4,196. Lastly, the third stipend will be to cover supplies, teacher-release time, and substitute teacher pay, not to exceed \$6,000.

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

LACOE will reimburse MUSD an amount not to exceed \$16,551.00.

#### Legal References:

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



**Additional Information:**

A copy of the LACOE Scale Up! Contract is attached.

**ATTACHMENTS**

- [LACOE - Scale Up Contract 5-8-19.pdf](#)

LOS ANGELES COUNTY OFFICE OF EDUCATION  
 CONTRACT  
 FOR  
 SCALE UP! STUDENT SUCCESS THROUGH  
 TECHNOLOGY AND ARTS INTEGRATION PROJECT  
 CURRICULUM AND INSTRUCTIONAL SERVICES (CIS)

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

MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Curriculum and Instructional Services Department, which operates the Center for Distance and Online Learning (CDOL) unit, will provide District Scale Up! Professional Development. Using a blended technology-driven instructional model CDOL will assist District to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) and the Arts in accordance with the terms and conditions of this contract and Exhibit A, Scope of Work, attached hereto, incorporated herein, and made a part hereof. LACOE's project manager is Dotti Ysais.

2. TERM OF CONTRACT

This Contract is effective May 9, 2019 and shall remain in effect through September 30, 2019.

3. PAYMENT

LACOE shall reimburse the District an amount not to exceed Sixteen Thousand Five Hundred Fifty-One Dollars (\$16,551.00) as specified in Exhibit A. Any work performed, or reimbursement sought by the District in excess of this amount shall not be considered by LACOE, unless this Contract is so amended by written amendment. Reimbursement shall be made upon completion and acceptance of the reimbursement documentation required under the terms of this agreement.

4. INDEMNIFICATION

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

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

5. INSURANCE

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

6. NOTICES

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

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

District:  
Mailing Address is District Office

7-10. SECTIONS RESERVED (Intentionally left blank.)11. COVENANT AGAINST CONTINGENT FEES

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

12. EMPLOYEE FINGERPRINTING

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

13. TUBERCULOSIS TESTING

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

14. INDEPENDENT CONTRACTOR

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

15. ASSIGNMENT

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

16. INTEGRATION

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

17. MODIFICATION

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

18. ORDER OF PRECEDENCE

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

19. SEVERABILITY/WAIVER

133.1. 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.

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

20. AMENDMENTS

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

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents,

employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

23. ATTORNEY'S FEES

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

24. COMPLIANCE WITH LAW

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

25. FORCE MAJEURE

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

26. GOVERNING LAW/FORUM SELECTION

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

27. INCORPORATION BY REFERENCE

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

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

29. RECORD RETENTION AND INSPECTION

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

30. NO THIRD PARTY OBLIGATIONS

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

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

32. NON-DISCRIMINATION AND NON-SEGREGATION

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

33. TOBACCO-FREE WORKPLACE

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

34. ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

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

245.2. 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;

245.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,

245.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.


36. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

MONROVIA UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
Patricia Smith  
Interim Chief Financial Officer

By  \_\_\_\_\_  
Katherine Fundukian Thorossian, Ed.D.  
Typed or Printed Name

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

Date \_\_\_\_\_  
jmd 4/15  
Report 4/8/19

Date May 8, 2019 \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### **Student Success through Technology and Arts Integration Project**

The California Department of Education's Student Support and Academic Enrichment (SSAE) competitive grant project, authorizes under the California State Budget Act, Senate Bill 840, Chapter 29, to support activities under one or more of Elementary and Secondary Education Act (ESEA) sections 4107 (well-rounded educational opportunities), 4108 (safe and healthy students), or 4109 (effective use of technology).

The *Scale Up! Student Success through Technology and Arts Integration Project* powered by the Los Angeles County Office of Education (LACOE)-Center for Distance and Online Learning (CDOL) will provide local education agencies with high-quality online/in-person professional development (PD) and resources. Using a blended technology-driven instructional model, LACOE's Center for Distance and Online Learning (CDOL) will assist local educational agencies, schools and communities to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) and the Arts. During *Scale Up! MTSS-Arts Academy* sessions, participants will infuse evidence-based integration strategies to begin developing a collaborative implementation model that focuses on well-rounded education, academic achievement, and digital literacy for all students.

Districts will select **four Scale Up!**. Optimal participation will consist of administrators, counselors, and/or MTSS/Social Emotional Learning (SEL) support staff support staff. These trainers will work together to develop a District System of Support Implementation Plan and deliver implementation content to administrators, teachers, counselors, and/or MTSS/SEL support staff.

#### **Scale Up! District Team Responsibilities:**

- Attend a no-cost, 5-day *Scale Up! MTSS-Arts Academy* professional development to support local capacity building and implementation of the MTSS framework and arts integration through effective use of technology.
- Identify four (4) participants (administrators, MTSS/Social Emotional Learning (SEL) coordinators/support staff, and/or Visual Arts & Performing Arts Practitioner) from your district who will participate in the five (5) day *Scale Up! MTSS-Arts Academy* professional development. Each district is responsible for reserving room(s) for their staff. **Rooms must be reserved no later than May 15, 2019.**
- Support project collaboration by participating and completing the following:
  - Online Blackboard Arts Integration Module (TEAL Online Modules) and assessments.
    - *Complete online module training prior to 5-day Scale Up! MTSS-Arts Academy*
  - Scale Up! Orientation Webinar prior to *5-day Scale Up! MTSS-Arts Academy*
  - Daily online journal reflections, PLC postings, PD training surveys and evaluation forms during the *Scale Up! MTSS-Arts Academy*.
- Provide necessary documentation to CDOL **no later than August 30, 2019:**
  - Provide Scale Up! District Team Member names and email addresses (Upon request)
  - District System of Support Implementation Training/Meeting Log
  - District System of Support Implementation Plan
  - Necessary project data for evaluation purposes
- Utilize *Scale Up! MTSS-Arts Academy* PD presentations/tools/resources to develop *Scale Up! District System of Support Implementation Plan* and implement to support local stakeholder trainings/meetings
- To receive optimized support in developing your District System of Support Implementation Plan in expanding, building, and sustaining local capacity beyond the life of this project, **please be prepared to bring and reference the following during the Scale Up! MTSS-Arts Academy:**



- Most updated District Local Control Accountability Plan and District Technology Plan
- If applicable, District Arts Plan and District MTSS Plan.

**Participating Districts will receive:**

- No-cost, 5-day in-person *Scale Up! MTSS-Arts Academy* PD to support local agencies with recognizing, developing, and building upon a system of support for cross-disciplinary integrations (MTSS, Arts, and Technology) in providing students with well-rounded education opportunities and closing achievement gaps.
- Access to:
  - Customized presentations, the LACOE MTSS-Arts Open Educational Resource (OER), and *Scale Up! District System of Support Implementation Plan* template to deliver content to their administrators, teachers, counselors, MTSS/SEL support staff, and/or parents and community members.
  - LACOE MTSS-Arts OER and online webinars and training videos.
  - Coaching support from teaching specialists, technology, and MTSS practices from LACOE.
  - Support in developing their *Scale Up! District System of Support Implementation Plan* during the project period.
- Upon LACOE receipt of a signed contract, an Equipment Stipend will be advanced to the districts, charter schools and private schools for the purchase of four (4) digital devices with customized MTSS and implementation content for district upload of program content, project implementation and for support of stakeholder trainings and meetings. Purchase receipts must be emailed to [ysais\\_dotti@lacoed.edu](mailto:ysais_dotti@lacoed.edu) immediately after the purchase is executed.
  - **The use of the devices will be limited to official Scale Up! business only. The districts, charter schools and private schools agree to exercise due diligence to protect and conserve these devices.**
  - **The equipment obtained by the districts, charter schools and private schools will be managed and customized by the district, charter school and private school to adhere to the district's, charter school's and private school's network and mobile device management protocols. End-users are not permitted to change any device settings.**
  - **The districts, charter schools, and private schools will be solely responsible for the management, maintenance, and support of these devices. LACOE will not be held responsible and/or liable for the management, maintenance, and/or support of these devices.**
  - **The districts, charter schools and private schools will use the Equipment Stipend to purchase the following *recommended equipment* for their participants OR an option to purchase mobile devices which satisfy the organization's mobile device policies/guidelines and management configuration :**
    - 11-inch iPad Pro Wi-Fi 64 GB
    - AppleCare for iPad Pro
    - USB-C VGA Multiport Adapter
    - Apple Pencil (2<sup>nd</sup> Generation)
    - Smart Keyboard Folio for 11-inch iPad Pro – US English
    - USB-C Digital AV Multiport Adapter
    - USB-C to SD Card Reader
    - Case Logic 14.1 Laptop/iPad Slim Carrying Case

- ❖ **NOTE: If there is a remaining balance from purchased equipment, District will NOT be required to reimburse LACOE. However, the balance shall be applied towards additional equipment purchase(s) to support and satisfy project deliverables. Equipment Stipend shall NOT EXCEED \$6,355.**

**\* The 5-Day In-Person Scale Up! MTSS-Arts Academy:**

- Room reservation stipend will only be reimbursed if reservation is made through the LACOE negotiated agreement with the Omni Hotel & Resorts, a link will be provided upon receipt of the signed contract for room reservations.
- Scale Up! District Teams will:
  - R.S.V.P and be responsible for reserving and paying for the 5 days, 4 nights stay at the Omni Hotels & Resorts for Session 1 or 2, and be reimbursed this cost by their district.
    - Session 1: Monday, June 17, 2019 to Friday, June 21, 2019.
    - Session 2: Monday June 24, 2019 to Friday, June 28, 2019.
- Scale Up! District Teams will be responsible for parking fees at:
  - The Omni Hotel, at the rate of \$35.00 per vehicle, per night. This cost will be reimbursed by their district.
  - Universal Studios Hollywood for parking and mileage, at the rate of \$36.00 per vehicle. This cost will be reimbursed by their district.
  - Other venue parking fees are covered under Stipend #2.

**\*Stipend Payment Schedule – Three Payments**

- 13) Stipend #1: Equipment Stipend** – This is for the purchase of four (4) digital devices. LACOE will advance an Equipment Stipend, which shall not exceed \$6,355 (inclusive of sales tax and California recycling fee) upon a receipt of a signed contract. **Receipts must be emailed to [Ysais\\_dotti@lacoed.edu](mailto:Ysais_dotti@lacoed.edu) immediately after the purchase is made.**
- 14) Stipend #2: Five-Day Scale Up! MTSS-Arts Academy Stipend** - Upon receipt of the reservation deposited with the Omni Hotels for the *Scale Up! MTSS-Arts Academy*, Stipend #2 will be released, which shall not exceed \$4,196. This stipend includes hotel and parking costs associated with the *Scale Up! MTSS-Arts Academy*, 5-day PD session. **ALL deposit receipts must be emailed to [Ysais Dotti@lacoed.edu](mailto:Ysais_Dotti@lacoed.edu) as soon as reservations are made.**
- *Receipts for the hotel room deposit and parking during the Scale Up! Five-Day must be submitted to LACOE in order to be eligible to receive the Deliverables Stipend*
- 9) Stipend #3: Deliverables Stipend** - Upon completion of the project deliverables, Stipend #3 in the amount of \$6,000 will be released to the district to cover the costs of supplies, teacher release- time, and substitute teacher pay.

**The total of all stipends received by each district, charter school and private school shall not exceed \$16,551.00**

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### **2. 18/19-2126- PUBLIC HEARING FOR PROPOSED ENERGY SERVICES AGREEMENT TO IMPLEMENT PROPOSITION 39 HVAC UPGRADE PROJECT**

#### **RECOMMENDATION**

The Board of Education is requested to hold a public hearing to take testimony from the public and discuss the proposed energy services agreement to implement proposition 39 HVAC upgrade project.

#### **Rationale:**

Prior to entering into the Energy Services Agreement with Irvine Valley Air Conditioning, Inc. to implement the Project, Government code section 4217.12 requires the Board to hold a public hearing of which public notice has been given at least two weeks in advance.

#### **Background:**

Of the competitive proposals submitted, the proposal submitted by Irvine Valley Air conditioning Inc. ("Contractor") has been selected as providing the best-value in accordance with the provisions of the RFQ/RFP. The purpose of the public hearing is to receive and consider comments from the public on the proposed adoption of a resolution to authorize entering into the Energy Services Agreement with Contractor.

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

There is no cost for conducting this public hearing.

#### **Additional Information:**

## ATTACHMENTS

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 3. 18/19-2127- RESOLUTION TO APPROVE ENERGY SERVICES AGREEMENT FOR PROPOSITION 39 ENERGY CONSERVATION PROJECT

#### RECOMMENDATION

The Board of Education is requested to approve Resolution No. 1819-14 to approve the Energy Services Agreement for Proposition 39 Energy Conservation Project at Plymouth Elementary School and Clifton Middle School. Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, Vote \_\_\_\_\_ Board Member Wong\_\_\_\_, Board Member Lockerbie\_\_\_\_ Board Member Travanti\_\_\_\_ Board Member Hammond \_\_\_\_\_, Board President Gililland \_\_\_\_\_

#### Rationale:

The approval of this Resolution and Award for Energy Services Agreement will allow the District to ensure that Prop 39 grant funding for the HVAC upgrade project for Plymouth and Clifton will be encumbered by June 30, 2019, according to Prop 39 grant guidelines, and our two school sites will have energy efficient HVAC units to serve our students and reduce the District's energy cost.

#### Background:

The California Clean Energy Jobs Act (Prop 39) provides funding to local educational agencies for improving energy efficiency and creating clean energy jobs. The District was awarded funds to upgrade and improve HVAC systems at two school sites. The Prop 39 fund must be encumbered by June 30, 2019. The Business Services Department started the RFP process in February of this year by advertising the project in the newspaper and in the Procurement department's website . The District also contacted several contractors to inform them of the project. Request for Proposal (RFP) was published twice and one contractors responded to the RFP.

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

The project cost of \$1,586,450 is funded through Prop 39 Grant and the capital outlay fund.

#### Legal References:

Public Contract Code 20111 requires that construction projects exceeding \$15,000 be subject to public bid and Education Code 17504 states that a contract and/or agreement is not valid until approved by the Board of Education.

#### Additional Information:

A copy of Resolution No. 1819-14 and Energy Services Agreement are attached.

## ATTACHMENTS

- [BA Item 2127\(b,c\) Resolution 1819-14 and Energy Services Agreement Prop 39 - Irvine Valley.pdf](#)

**RESOLUTION NO. 1819-14**

**RESOLUTION OF THE BOARD OF EDUCATION  
OF THE MONROVIA UNIFIED SCHOOL DISTRICT  
APPROVING ENERGY SERVICES AGREEMENT  
FOR PROPOSITION 39 HVAC UPGRADE ENERGY CONSERVATION PROJECT**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, the Monrovia Unified School District (the "District") owns certain educational and administrative facilities and District desires to use funding available under the California Clean Energy Jobs Act in order to implement energy efficiency and clean energy projects; and

**WHEREAS**, the District issued a competitive Request for Qualifications (RFQ) and Request for Proposal ("RFP") for its Proposition 39 HVAC UPGRADE Project (the "Project"); and

**WHEREAS**, after conducting a best value evaluation of the proposals received in response to the RFQ/RFP, the Board of Education for the District (the "Board") desires to enter into an Energy Service Agreement with Irvine Valley Air Conditioning Inc., ("Irvine Valley") to implement the Project consistent with Energy Expenditure Plan approved by CEC; and

**WHEREAS**, prior to entering into the Energy Services Agreement, the Board is required to hold a public hearing; and

**WHEREAS**, pursuant to Government Code section 4217.12, a public hearing has been held, public notice of which was given for at least two (2) weeks in advance, to receive public comment on the proposed Energy Services Agreement to be entered into to implement the Project.

**NOW, THEREFORE**, the Board of Education of the Monrovia Unified School District does hereby resolve, determine, find and order as follows:


1. The proposed Energy Services Agreement to be entered into between the District and Irvine Valley, is approved in accordance with Government Code section 4217.12.
2. In approving the proposed Energy Services Agreement the Board hereby finds and determines that the terms of the proposed Energy Services Agreement is in the best interest of the District and that the anticipated cost to the District for electrical energy or conservation services provided by the HVAC replacement for the Plymouth and Clifton schools under the Energy Services Agreement will be less than the anticipated marginal cost to the District of

electrical or other energy that would have been consumed by the District in the absence of this agreement; and

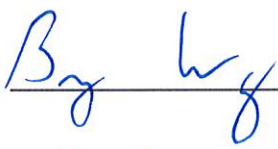
3. The Superintendent or her designee is hereby authorized and directed to execute the aforementioned Energy Service Agreement and all other documents necessary to effectuate the Project.

**ADOPTED, SIGNED and APPROVED** this 8th day of May, 2019.

BOARD OF EDUCATION OF THE MONROVIA  
UNIFIED SCHOOL DISTRICT OF LOS ANGELES  
COUNTY, CALIFORNIA

By:  President

By:  Vice President

By:  Member

By:  Member

By:  Member

CLERK'S CERTIFICATE

I, Bryan Wong, Clerk of the Board of Education of the Monrovia Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted at a regular meeting place thereof on the 8th day of May, 2019, of which meeting all of the members of said Board of Education had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

An agenda of said meeting was posted at least 72 hours before said meeting at the District Board Room, located at 325 E. Huntington Drive, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: MAY 8, 2019



\_\_\_\_\_  
Clerk of the Board of Education of the  
Monrovia Unified School District



**ENERGY SERVICES AGREEMENT  
BETWEEN  
MONROVIA UNIFIED SCHOOL DISTRICT  
AND  
Irvine Valley Air Conditioning Inc.**

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This Energy Services Agreement ("Agreement") is entered into as of this 9th day of May, 2019 (the "Effective Date"), by and between Irvine Valley Air Conditioning, Inc. ("Contractor"), having its principal offices at 2961 E. Coronado Street Anaheim Ca. 92806, and the **Monrovia Unified School District** ("District"), located at 325 East Huntington Drive, Monrovia, CA 91016. Contractor and the District may singularly be referred to as "Party" or collectively as "Parties".

**WITNESSETH**

**WHEREAS**, the District owns and/or operates certain educational facilities described in Attachment A (collectively, the "Facilities"), and the District wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by replacing and upgrading the existing HVAC equipment and related energy efficient measures; and

**WHEREAS**, the District conducted a qualification-based process soliciting qualified energy service companies through the issuance of a Request for Qualifications and Request for Proposals ("RFP") to provide build services for the District's Proposition 39 HVAC Upgrade Project (the "Project"), in order to make use of funding available to be appropriated under the California Clean Energy Jobs Act (codified at California Public Resources Code Division 16.3); and

**WHEREAS**, Contractor is an experienced full-service energy services company who possesses the experience and technical capabilities and expertise to implement the identified energy conservation measures at the Facilities described in the Scope of Work for the Project at Attachment A (collectively, the EC Measures") which when implemented will assist the District in reducing its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability; and

**WHEREAS**, of the competitive proposals submitted, the proposal submitted by Contractor was selected as providing the best-value in accordance with the provisions of the RFP; and

**WHEREAS**, the District's staff has determined based upon the projections of Contractor that the anticipated cost to the District to implement the recommended EC Measures at the Facilities will be less than the anticipated marginal cost to the District for the thermal, electrical, or other energy that would have been consumed by the District at the Facilities without the implementation of the recommended Project, in compliance with California Government Code Section 4217.10 through 4217.18; and

**WHEREAS**, pursuant to Sections 4217.12 of the California Government Code, the Board of Education of the District (the "Governing Board") held a public hearing at a regularly scheduled public hearing on May 8, 2019, of which a minimum of two weeks advance public notice was given regarding this Agreement and its subject matter; and

**WHEREAS**, based upon the foregoing findings and public hearing, the Governing Board has determined that entering into an energy services contract with Contractor to implement the Project is in the best interests of the District, provides the best-value to the District, and pursuant to California Government Code Section 4217.10 et seq. authorizes the District to enter into this Agreement with Contractor to implement the Project; and

**WHEREAS**, the Governing Board, by adoption of Resolution No. 1819-14 at its meeting of May 8, 2019, approved this Agreement by and between Contractor and the District and authorized the Governing Board to execute this Agreement on behalf of the District.

**NOW, THEREFORE**, the District and Contractor hereby agree as follows:

**SECTION 1. PERFORMANCE OF THE WORK**

Section 1.1 **Performance of Work/ Contract Terms.** All the work to be performed pursuant to this Agreement, including engineering, equipment and material procurement, installation, construction, and measurement and verification provided by Contractor (collectively, the "Work"), will be provided in accordance with the terms of this Agreement and the following attachments which shall collectively comprise the "Contract Documents" and are hereby incorporated in full by reference:

- A. Attachment A – Scope of Work
- B. Attachment B – Project Schedule
- C. Attachment C – General Conditions
- D. Attachment D – Performance Bond and Payment Bond Form
- E. Attachment E – Drug-Free Workplace Certification
- F. Attachment F – Asbestos-Free Material Certification
- G. Attachment G – Lead Based Paint Requirements
- H. Attachment H – Workers Compensation Certification
- I. Attachment I – Fingerprinting Certification
- J. Attachment J – Standards of Occupancy and Comfort
- K. Attachment K – Monthly Skilled and Trained Workforce Report

Section 1.2 **Acknowledgement of Contract Documents.** In addition to signing this Agreement, Contractor shall review and execute where appropriate all the Attachments to this Agreement described above. Also, Contractor shall initial this Section immediately below acknowledging that he or she has read, understands and agrees with all the terms of the Contract Documents. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.

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**Contractor's Initials**

Section 1.3 **Scope of Work.** The Scope of Work to be provided hereunder, including all engineering, equipment and material procurement, and installation and construction, is more fully described in Attachment A.

Section 1.4 **Project Schedule/ Notice to Proceed.** The preliminary Project schedule is presented in Attachment B ("Project Schedule"), which shall be adjusted as necessary as the Project progresses at each Facility. All requested modifications to the Project Schedule shall be subject to District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required review and approval of submissions, and for approvals of authorities having jurisdiction over the Project approval and funding. As the Project Schedule is revised during the Contract Term, the revised Project Schedule shall replace the Project Schedule then included as Attachment B. The District shall issue to Contractor a written Notice to Proceed ("Notice to Proceed" or "NTP") within ten (10) calendar days after District has (a) approved this Agreement.

Section 1.5 **Additional Work.** During the "Contract Term" (as defined in Section 2 below), the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties, and such work shall be performed in accordance with the terms and conditions of this Agreement, as amended. Such Change Order work shall comply with the requirements of California Government Code Section 4217.10 through 4217.18. The amount of any such Change Order shall be determined as provided in the General Conditions.

Section 1.6 **DIR Registration.** Contractor covenants and agrees that Contractor is registered and shall remain registered at all times during the Contract Term with the Department of Industrial Relations ("DIR") pursuant to California Labor Code Section 1725.5. Contractor further covenants and agrees that prior to any subcontractor commencing Work on the Projects, Contractor shall provide evidence to the reasonable satisfaction of the District of DIR registration by all such subcontractors and shall be responsible for insuring that all such subcontractors utilized by Contractor maintain their DIR registration at all times while performing Work on the Projects. Contractor understands and agrees that this Project is subject to the payment of prevailing wages and compliance monitoring and enforcement by the DIR.

Section 1.7 **Contract Amount.** Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Projects as described in the Scope of Work for One Million Five Hundred Eighty Six Thousand Four Hundred Fifty Dollars (\$1,586,450.00) (the "Contract Amount"). Unless otherwise stated in the Contract Documents, the Contract Amount shall pay for all costs and expenses required to design and construct the Project.

Section 1.8 **Skilled and Trained Workforce.** Contractor covenants and agrees that a "Skilled and Trained Workforce" will be used to perform the Project which are either skilled journeymen or apprentices registered in an apprenticeship program. On a monthly basis while the Project is being performed, Contractor shall provide a report to the District using the form attached as Exhibit "K" ("Monthly Skilled and Trained Workforce Report") demonstrating that Contractor and its subcontractors at every tier are complying with the requirements of Public

Contract Code section 2600 et seq. and Education Code section 17407.5. If Contractor fails to provide District the monthly report, or provides a report that is incomplete, District shall withhold further payments to Contractor until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to Contractor, District shall only withhold an amount equal to 150% of the value of the monthly billing for the relevant subcontractor. If a monthly report does not demonstrate compliance with Public Contract Code section 2600 et seq. and Education Code section 17407.5, District shall withhold an amount equal to 150% of the value of the monthly billing to Contractor if Contractor failed to comply with Public Contract Code section 2600 et seq. and Education Code section 17407.5, or 150% of the value of the monthly billing for the subcontractor that failed to comply with Public Contract Code section 2600 et seq. and Education Code section 17407.5, until Contractor provides a plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the Project. The District shall also forward a copy of the non-compliant monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Public Contract Code section 2603 as well as a copy of the plan, if any, submitted by Contractor to achieve substantial compliance with Public Contract Code section 2600 et seq.. The monthly report provided to the District pursuant to this Section 1.8 shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.

## **SECTION 2. DEFINITIONS**

(i) Contract Term ("Contract Term"): The term of this Agreement shall commence on the Effective Date and end at Final Completion as noted in Attachment B subject to adjustments of this Contract Term as specified in Attachment C.

(ii) Energy Conservation Measures ("EC Measures"): Those Energy Conservation Measures set forth in Attachment A.

(iii) Substantial Completion: Upon property installation, inspection, and operation of the EC Measures as defined in Article 5 of the General Conditions set forth at Attachment C.

(iv) Contract Year ("Contract Year"): Each one-year period following the Commencement Date.

## **SECTION 3. PAYMENTS**

Payments by District to Contractor under this Agreement will be as provided below.

Section 3.1 **Construction Progress Payments**. Construction progress payments shall be made to Contractor monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month as evidenced in Contractor's monthly itemized invoice. The Schedule of Values will be developed by Contractor and approved by District at the beginning of Project implementation. The Schedule of Values will be based upon the cost of the Projects less the Project mobilization payment.

Section 3.2 **Late Payments.** If any undisputed payment is over forty five (45) days late from the "Due Date" (as defined in Section 3.4 below), District shall pay to Contractor a 1% late penalty per month.

Section 3.3 **Mobilization.** Within ten (10) days following District's issuance to Contractor of the Notice to Proceed, District shall make payment to Contractor for expenses incurred to date and project mobilization expenses ("Project Mobilization Payment") in the amount of 10% of the implementation contract payment total of the Contract Amount.

Section 3.4 **Disputed Invoices/Late Payments.** Notwithstanding Section 11 below, if the District disputes any invoice, or any documentation related thereto, or otherwise disputes any invoice as provided in Section 3.1 above, District shall make payment to Contractor when required, less a five percent (5%) retainage ("Retainage") and any portions of the invoice in dispute, and shall provide Contractor a written explanation of the basis for the dispute and the amount of the invoice being withheld related to the dispute within forty five (45) days from receipt of the disputed invoice ("Due Date"). The District shall be deemed to have waived and released any dispute known to it with respect to an invoice if such written explanation is not provided to Contractor by the Due Date. If any amount disputed by District is finally determined to be due to Contractor, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 11 below, it shall be paid to Contractor within fifteen (15) days of such final determination, plus interest.

Section 3.5 **Final Payment.** The final invoice may be submitted after Final Completion. The final payment amount shall also include payment to Contractor for the five percent (5%) retainage amounts withheld by District.

#### **SECTION 4. GOVERNMENTAL PERMITS, APPROVALS, COORDINATION AND MONITORING**

Section 4.1 **Permits and Approvals.** District will cooperate fully with and assist Contractor in obtaining all permits and approvals required under this Agreement. Contractor is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the Effective Date. District shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.

Section 4.2 **Coordination During Installation.** District and Contractor shall cooperate to coordinate the activities of Contractor and its subcontractors and suppliers with those of District, its employees, and agents. Contractor will use reasonable efforts not to interfere with the performance of the educational and business activities at the Facilities conducted by District or its employees without prior written approval of District, which shall not be unreasonably withheld.

## **SECTION 5. MATERIALS, WARRANTY AND GUARANTEE**

Section 5.1 **Materials and Equipment.** All materials and equipment shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate.

Section 5.2 **Warranty.** Contractor warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period the greater of (1) one year from the date of beneficial use, (2) eighteen months from delivery of said equipment or systems, or, (3) if installed by Contractor, for a period of two (2) years from the installation date. Within the warranty period, if District provides written notice to Contractor of any such defects within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to District. All transportation charges incurred in connection with the warranty for equipment shall be borne by Contractor, unless otherwise provided for in manufacturer warranties. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. All transferrable manufacturer warranties associated with the equipment will be transferred to the District. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.

## **SECTION 6. OWNERSHIP OF PROPERTY AND EXISTING EQUIPMENT**

Section 6.1 **Ownership of Certain Proprietary Property Rights.** The District shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Contractor shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the District to continue to operate, maintain, and repair the equipment in a manner that will yield maximal energy consumption reductions.

Section 6.2 **Ownership of Any Existing Equipment.** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Agreement shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Contractor pursuant to this Agreement. If applicable, Contractor shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Contractor's notice, designate in writing to Contractor which replaced equipment and materials that should not be disposed of off-site by Contractor (the "Retained Items"). It is understood and agreed to by both Parties that the District shall be responsible for designating the location and storage for the Retained Items. Contractor shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Contractor shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. Contractor shall not be responsible for the removal and/or disposal of any Hazardous Materials or substances except as required by the Scope of Work.

## **SECTION 7. LOCATION AND ACCESS**

The District will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. District shall provide as reasonably required by the Work on the Project, but in no event later than the date(s) designated in the Notice to Proceed, access to the Facilities for Contractor and its subcontractors to perform its Work hereunder during regular business hours, or such other reasonable hours as may be requested by Contractor and acceptable to District. The District shall also either provide a set or sets of keys to Contractor and its subcontractors (signed-out per District policy) or provide a readily available security escort to unlock and lock doors. District shall not unreasonably restrict Contractor's access to the Facilities to make emergency repairs or corrections as it may determine are needed.

## **SECTION 8. INDEMNIFICATION / INSURANCE BONDS**

Section 8.1 **Indemnification.** To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any third party in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Agreement to the extent caused by the negligence or willful misconduct of the indemnifying Party. If any such claim is made, the indemnifying Party, at the indemnifying party's expense, shall defend against and pay any and all costs, expenses (including reasonable fees of attorneys and other retained professionals), and damages of any kind arising out of such claim, whether or not that claim is successful, provided that the indemnified party: (a) gives the indemnifying party prompt written notice of such claim; and (b) cooperates with the indemnifying Party, at the indemnifying Party's expense, in the defense of such claim. The indemnifying Party shall not be responsible for any settlement made by the indemnified without the indemnifying Party's prior written consent. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by Contractor and shall continue to bind the Parties after termination/completion of this Agreement.

Section 8.2 **Waiver of Consequential Damages and Limitation of Liability.** Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, however caused and on any theory of liability. "Consequential damages" includes, but is not limited to, operational losses in the performance of business, including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising solely from a Party's breach of this Agreement, negligence or willful misconduct. As used in this Section, "Losses" mean claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees). Contractor's responsibility in warranty or contract shall not exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law.

Section 8.3 **Insurance.** Contractor shall maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in (i) through (vi) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to District on an annual basis, prior to policy expiration, via a Certificate of Insurance.

(i) Workers' Compensation/Employers Liability for states in which Contractor is not a qualified self-insured. Limits as follows:

- Workers' Compensation – Statutory
- Employers Liability - Bodily Injury by accident \$1,000,000 each accident  
Bodily Injury by disease \$1,000,000 each employee  
Bodily Injury by disease \$1,000,000 policy limit

(ii) Commercial General Liability Insurance with limits of:

- \$1,000,000 per occurrence for Bodily Injury and Property Damage
- \$2,000,000 General Aggregate - other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Fire Damage

Coverage to be at least as broad as ISO form CG 0001 (04/13), without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest, or (2) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an Occurrence form.

(iv) Professional Liability insurance with limits of:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

(v) Excess Liability insurance. Limits as follows:

- \$1,000,000 each occurrence
- \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Auto Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability.

(vi) Policy Endorsements.

- The insurance specified in clause 8.3(i) above shall contain waivers of subrogation rights against the District.
- The insurance provided for Commercial General Liability and Auto Liability above shall:
  - (a) include the District as an additional insured with respect to Work performed under this Agreement, and
  - (b) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the District.



Section 8.4 **Performance and Payment Bonds.** Prior to commencing Work under this Agreement, Contractor shall furnish a Performance Bond for the benefit of District in an amount equal to one hundred percent (100%) of the Contract Amount, and a Payment Bond for the benefit of District to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Guaranteed Maximum Price (collectively, the "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion of the Project. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Agreement guarantee only the performance of the installation portion of the Agreement, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract. The District agrees that upon Final Completion of the Project, the Performance and Payment Bonds shall be released and all obligations arising thereunder shall be terminated. The surety supplying the bond shall be an "admitted surety insurer," as defined by Section 995.120 of the Code of Civil Procedure authorized to do business in the State of California, and reasonably satisfactory to District. The form of Contract Bonds included as Attachment D will be used.

## **SECTION 9. EVENTS OF DEFAULT**

Section 9.1 **Events of Default by District.** Each of the following events or conditions shall constitute an "Event of Default" by District:

(i) any failure by District to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, and such failure continues for thirty (30) days after notice to District demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of District; and (b) if such cure cannot be effected in thirty (30) days, District shall be deemed to have cured the default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by District in this Agreement which was false or misleading in any material respect when made; or

(iii) any failure by District to pay any amount to Contractor which is not paid within ten (10) days of written notice from Contractor that the amount is past due.

Section 9.2 **Events of Default by Contractor.** Each of the following events or conditions shall constitute an "Event of Default" by Contractor:

(i) any failure by Contractor to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, and such failure continues for thirty (30) days after notice to Contractor demanding that such failure to perform be cured; provided that (a) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Contractor, and (b) if such cure cannot be effected in thirty (30) days, Contractor shall be deemed to have cured the default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by Contractor in this Agreement which was false or misleading in any material respect when made; or

(iii) any lien or encumbrance is placed upon the equipment by any subcontractor, laborer, or supplier of Contractor, which is not timely removed by Contractor; provided that Contractor has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of the District.

## **SECTION 10. REMEDIES UPON DEFAULT**

Section 10.1 **Remedies upon Default by District.** If an Event of Default by District occurs, Contractor will be entitled to obtain any available legal or equitable remedies through the dispute proceedings instituted pursuant to Section 3.4 above and/or Section 11 below, as applicable, including, without limitation, terminating this Agreement or recovering amounts due and unpaid by District, and/or damages which shall include Contractor's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default, legal fees and arbitration costs, and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Agreement and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 10.2 **Remedies Upon Default by Contractor.** If an Event of Default by Contractor occurs, District shall be entitled to obtain any available legal or equitable remedies through dispute proceedings instituted pursuant to Section 3.4 above and/or Section 11 below, as applicable, including, without limitation, terminating this Agreement, or recovering amounts due and unpaid by Contractor and/or damages, which shall include District's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding, legal fees and arbitration costs, and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Agreement and all costs and expenses reasonably incurred in exercising the foregoing remedies.

**SECTION 11. DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement (a "Dispute"), either Party may initiate the dispute resolution process set forth in this Section 11 by giving notice to the other Party. Senior executives or officials for the Parties will meet, within thirty (30) days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives or officers of the Parties are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation as discussed below.

Section 11.1 **Mediation.** If the Dispute is not settled by the senior management conference, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) days after filing the

request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator.

Section 11.2 **Arbitration**. If the Dispute is not resolved by mediation within sixty (60) days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association. The following provisions apply to all arbitration proceedings pursuant to this Section: (i) the place of arbitration will be the County of Los Angeles, California; (ii) one arbitrator will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules") (to the extent of any conflicts between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement prevail); (iii) the Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply (in the discretion of the arbitrator, the production of additional documents that are relevant and material to the determination of the Dispute may be required); (iv) the arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated); (v) all arbitration fees and costs are to be shared equally by the Parties, regardless of which Party prevails, and each Party will pay its own costs of legal representation and witness expenses; (vi) the award must be in the form of a reasoned award; (vii) the Dispute will be resolved as quickly as possible, and the arbitrator will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced; and (viii) the award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

## **SECTION 12. TERMINATION**

Section 12.1 **Termination for Cause**. If there is an Event of Default by either Party under this Agreement, pursuant to the provisions of Section 9, unless such Event of Default has been cured within the applicable time periods for a cure set forth in such Section 9 in addition to the remedies provided for in Section 10 the non-defaulting Party may terminate this Agreement by providing three (3) business days' notice to the defaulting Party in the case of a monetary default and ten (10) business days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Agreement, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If the Agreement is so terminated, Contractor shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Agreement up to the date of termination.

Section 12.2 **Termination for Convenience**. Both Contractor and District have the right to terminate this Agreement upon mutual written agreement by both Parties hereto. If the Agreement is so terminated by mutual agreement, Contractor shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Agreement up to the effective date of termination.

**SECTION 13. ORDER OF PRECEDENCE**

If there are any inconsistencies between the Agreement and Attachments for implementation and construction of the Project, these inconsistencies shall be resolved by giving precedence in the order listed below:

- (1) Change Orders/Modifications
- (2) Addenda
- (3) Energy Services Agreement
- (4) Attachment A – Scope of Work
- (5) Attachment C – General Conditions
- (6) Attachment B – Project Schedule

**SECTION 14. APPLICABLE LAW**

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the County of Los Angeles, California.

**SECTION 15. NOTICES**

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO DISTRICT: Monrovia Unified School District  
Maintenance, Operations & Transportation  
325 East Huntington Drive  
Monrovia, California 91016  
Tel: (626) 471-2901  
Attention: Fernando Martinez, Director of  
Maintenance, Operations and Transportation

With a Copy to: Parker & Covert LLP  
17862 East Seventeenth Street, Suite 204  
Tustin, CA 92780-2164  
Tel: (714) 573-0900  
Attention: Douglas N. Yeoman

TO CONTRACTOR: Irvine Valley Air Conditioning, Inc.  
2961 East Coronado Street  
Anaheim, CA 92806  
Tel: (714) 575-5244  
Attention: Bill Ricigliano, President

**SECTION 16. CONFLICTS OF INTEREST**

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Agreement. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Agreement, including the expense records of the Party's employees involved in this Agreement, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

**SECTION 17. LABOR COMPLIANCE**

The Work required to be performed by this Agreement shall be subject to the payment of prevailing wages, as described in the Labor Code, by Contractor and each subcontractor on the Project. The Work shall further be subject to the fulfillment of the requirements related to the payment of prevailing wages, including, but not limited to, the obligation to furnish electronic certified payroll records to the Labor Commissioner as required by the Labor Commissioner. Payments to Contractor shall not be made when payroll records are delinquent or inadequate. The prevailing rate of per diem wages and a description of employer payments are on file at District's Maintenance Office and are available to any interested party upon request. Contractor shall post a copy of such wage rates at the job site. Contractor shall also post at each job site a notice containing the following language until which time that Title 8 California Code of Regulations section 16451(d) or successor provision is adopted, at which time it shall be the responsibility of Contractor to immediately revise and post the updated language:

This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of

the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: \_\_\_\_\_

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).

**SECTION 18. DAYS.**

Whenever reference is made to "day" or "days" in this Agreement, all such references shall refer to calendar days unless otherwise specifically stated.

**SECTION 19. SEVERABILITY.**

If any this provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

**SECTION 20. COUNTERPARTS.**

This Agreement, and any Attachment or other document executed in connection with this Agreement, may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement or any Attachment or other document executed in connection with this Agreement received by either Party by facsimile or portable document format (PDF) is binding upon the other Party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original.

**SECTION 21. NO WAIVER.**

Except as specifically provided for in this Agreement, no delay or failure on the part of either Party in exercising any right, power or privilege under this Agreement shall be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against either Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.

**SECTION 22. ENTIRE AGREEMENT.**

The complete Agreement, including the Attachments set forth in Section 1.1 of this Agreement, constitutes the entire agreement of the Parties. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement, exists between the Parties. This Agreement can be modified only by an agreement in writing, signed by both Parties and pursuant to action of the Governing Board.

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

**MONROVIA UNIFIED  
SCHOOL DISTRICT**

**Irvine Valley Air Conditioning, Inc.**

By: Katherine Thorossian

By: Bill Ricigliano

Signature: 

Signature: 

Title: Superintendent

Title: President

Date: 5-9-19

Date: 5/10/19

License No. \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK AND SITES

The scoped sites for this project are:

- 1) Plymouth Elementary School – 1300 Boley Street, Monrovia, CA 91016
- 2) Clifton Middle School – 226 South Ivy Avenue, Monrovia, CA 91016

#### General Description of Scope of Work

These schools are served by a combination of split system heat pumps, wall-mounted heat pumps, and packaged units with different tonnages. The permanent buildings are served by rooftop single- and multi-zone packaged units with natural gas heating, cooling-only condenser units, and split-system heat pumps.

#### HVAC Equipment Upgrade

The technical specifications for the scope of work for the two selected school sites are presented in detail in RFP. For all the described measures, the Firm is responsible for verifying the equipment quantities, models, and technical specs detailed therein and for performing the appropriate assessments of the sites, buildings, and systems to understand each site's local conditions, design plans, and their implications for construction and operation. If additional due diligence identifies deficiencies with a potential location, the Firm shall address this issue ahead of submitting their proposal. It is the Firm's responsibility to perform all the necessary due diligence to determine what will be required for proper implementation at each location while complying with all related code requirements and adequately accounting for this in the project pricing form and project schedule.

**Exclusions:** Irvine Valley Air Conditioning, Inc. shall NOT include the Auditorium building at Clifton Middle School as part of the required work. Work related to the installation of an Energy Management System will not be part of the scope of work. These will be furnished and installed by the District at a later date.

All other work shall follow the instructions and requirements set forth in the documents identified above.



**ATTACHMENT B**  
**PROJECT SCHEDULE**

Project will commence on June 10, 2019. Substantial completion is expected before the end of the summer of 2019. Any work not completed will be scheduled within the school year with final completion in the summer of 2020.

Plymouth Elementary School  
1300 Boley Street  
Monrovia, ca. 91016

Clifton Middle School  
226 S. Ivy Avenue  
Monrovia, ca. 91016

ATTACHMENT C  
GENERAL CONDITIONS

**ARTICLE 1. DEFINITIONS.**

For purposes of the Energy Services Contract, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. **Additional Services:** "Additional Services" shall mean any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for CONTRACTOR to perform at the Effective Date of the Agreement.
2. **Agreement:** "Agreement" shall mean the Energy Services Agreement and all Attachments attached thereto which are incorporated therein, as it may be amended or modified from time to time in accordance with the provisions thereof.
3. **Applicable Laws:** "Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
4. **Applicable Permits:** "Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
5. **Beneficial Use:** "Beneficial Use" shall mean when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purposes. A Certificate of Beneficial Use, which identifies when District took Beneficial Use of the Work, shall be prepared and issued by CONTRACTOR to the District and Subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment A, "Scope of Work" attached hereto.
6. **Change:** "Change" shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work that is specified by the Agreement. An unforeseen condition experienced by CONTRACTOR during the course of the Work is included within the definition of "Change".
7. **Change Order:** "Change Order" shall mean a written document signed by both CONTRACTOR and the District that authorizes CONTRACTOR to perform a change and/or modification to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the change and/or modification to the Scope of Work; (2) any additional compensation

to be paid to CONTRACTOR to perform such change and/or modification; and (3) any extensions of Time to the Project Schedule to perform such change and/or modification.

8. **Claims:** "Claims" shall mean any and all actions, claims, losses, damages, expenses, or liabilities of either Party arising from or as a result of these General Conditions, the Agreement, any addenda to the Agreement, and/or Change Orders.

9. **Construction:** "Construction" shall mean any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

10. **Construction Documents:** "Construction Documents" shall mean the final designs, drawings, and specifications that are used for construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to the Agreement and its Attachments.

11. **Contract Amount:** "Contract Amount" shall mean the Contract Amount set forth in Section 1.7 of the Agreement, which includes the compensation which shall be paid by the District to CONTRACTOR for performing the Work in accordance with the Scope of Work, attached hereto as Attachment A.

12. **Contract Term:** The "Contract Term" shall commence on the Effective Date of the Agreement and cease at Final Completion as noted in Attachment B subject to adjustments of this Contract Time as specified in Attachment C, unless terminated earlier.

13. **Contract Documents:** "Contract Documents" shall mean the Energy Services Agreement, its Attachments, Construction Documents, Change Orders, and any amendments thereto.

14. **Contract Time.** "Contract Time" shall mean the time period within which CONTRACTOR shall complete the Work in accordance with the Project Schedule.

15. **Effective Date:** "Effective Date" shall mean the date stated in the first paragraph of the Agreement.

16. **Excusable Delay:** "Excusable Delay" shall mean CONTRACTOR shall be entitled to an extension of Time and/or additional compensation caused by an Excusable Delay that shall be defined as (1) by an act or failure to act of, or other delay caused by, District or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (5) by adverse weather conditions not reasonably anticipated; (6) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (7) by unavoidable casualties or other causes beyond CONTRACTOR's control; (8) by delays caused by processing Change Orders requested by or agreed to by District, or resulting

from the implementation of any Change Order; or (9) by delay caused by pending arbitration, or (10) any other cause outside CONTRACTOR's reasonable control.

17. **Facilities**: "Facilities" shall mean the List of Facilities described in Attachment A of the Agreement in which Work will be performed by CONTRACTOR.

18. **Final Completion**: "Final Completion" shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, submittal of all required documentation to the Division of the State Architect ("DSA"), and delivery to the District of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). Administrative close-out of the Project by DSA is not a condition of Final Completion. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work.

19. **Force Majeure**: "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy: relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment; sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure.

20. **Hazardous Substances**: "Hazardous Substances" shall mean any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (i) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 United States Code ("U.S.C."), Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in U.S.C. Section 9601 et seq.), as amended, and regulations promulgated thereunder; and (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

21. **Installation**: "Installation" shall mean the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

22. **Losses**: "Losses" shall mean claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney's fees.

23. **Material Changed Condition:** "Material Changed Condition" shall mean one or more of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) parties outside the control of CONTRACTOR caused delays in Project Schedule; (ii) the discovery of differing and unexpected site conditions not previously disclosed by District and could not have been readily discoverable by CONTRACTOR prior to start of Work; (iii) the discovery of Hazardous Substances not previously disclosed; (iv) adverse weather conditions not reasonably anticipated; (v) delay in equipment and material deliveries outside CONTRACTOR's control; and (vi) any other condition that could not have been reasonably anticipated by the Parties and is outside CONTRACTOR's control.

24. **Party or Parties:** "Party" or "Parties" shall mean CONTRACTOR, District, each or both of them, as the context may require pursuant to the terms and conditions of the Agreement.

25. **Project:** "Project" shall mean the entirety of Work to be performed by CONTRACTOR pursuant to the terms and conditions of the Scope of Work, and any Change Orders, as well as all efforts of District, and other entities, all as an integrated whole.

26. **Project Location:** "Project Location" shall mean that area or areas at each of the Facilities where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.

27. **Scope of Work:** "Scope of Work" shall mean the Work to be performed hereunder by CONTRACTOR, and/or CONTRACTOR's subcontractors, pursuant to the Scope of Work (as amended by Change Orders), attached hereto as Attachment A, and in accordance with the terms and conditions of the Agreement and its Attachments, as amended.

28. **Skilled and Trained Workforce:** "Skilled and Trained Workforce" means a workforce that meets all of the conditions specified in Public Contract Code section 2601(d) including, without limitation the requirements that all the workers on the Project in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (the "Chief"), and, except for those occupations specified below, for work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the Project by Contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, and that percentage shall increase by 10 percent every January 1, reaching 60 percent for work performed on or after January 1, 2020. Notwithstanding, for workers on the Project in the following apprenticeable occupations: an acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher, at least 30 percent of the skilled journeypersons employed to perform such work on the Project by Contractor and each of its subcontractors at every tier shall be graduates of an apprenticeship program for the applicable occupation. This percentage shall remain the same for subsequent years, unless revised by applicable law.

29. **Substantial Completion:** "Substantial Completion" shall mean the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that the District can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

30. **Work:** "Work" shall mean the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or used but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

## **ARTICLE 2. PROJECT IMPLEMENTATION – GENERAL.**

1. **Project Meetings/Status Updates.** CONTRACTOR will meet with the District to review equipment, scope of work, and installation plans that relate to the construction and installation of the Project. Also during the course of the Work, CONTRACTOR will periodically provide reports to the District of the general status and progress of the Work.

2. **Project Location Access.** District hereby grants to CONTRACTOR, without cost to CONTRACTOR, all rights of ingress and egress at the Facilities identified in the Scope of Work, necessary for CONTRACTOR to perform all Work and provide all services contemplated by the Agreement and the Scope of Work. CONTRACTOR shall provide 24 hour advanced notice to the District for access to any District Facilities.

3. **Project Schedule.** The Project Schedule attached hereto as Attachment B, "Project Schedule", is a preliminary, estimated Project Schedule. During the course of Project implementation, both the District and CONTRACTOR shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of project described in the Scope of Work and in keeping with the orderly progress of the Work pursuant to the terms of the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, provided that such Final Schedule will be subject to amendment and revision to take into account any Excusable Delays (as defined herein). Subject to any such Excusable Delays, CONTRACTOR and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and CONTRACTOR shall notify District regarding any and all revisions to the Project Schedule necessitated by such delay.

**ARTICLE 3. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT.**

**1. General Provisions.**

(a) As soon as possible after the Effective Date of the Agreement, CONTRACTOR shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.

(b) District shall designate a single-point representative with whom CONTRACTOR shall consult on a reasonable, regular basis and who is authorized to act on District's behalf with respect to the Project. District's representative shall render decisions in a timely manner with regard to any documents submitted by CONTRACTOR and to other requests made by CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of Project.

(c) Within ten (10) business days of CONTRACTOR's request, District shall:

- 1) furnish all surveys or other information in District's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Locations;
- 2) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Locations where the Work will be performed pursuant to the Scope of Work;
- 3) supply CONTRACTOR with all relevant information in District's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
- 4) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location sites essential to the execution of the Work.

(d) All information furnished pursuant to this section shall be supplied at District's expense. District makes no representation or warranty regarding the accuracy or completeness of any such information. It shall be the responsibility of CONTRACTOR to independently verify the accuracy and completeness of any such information which may be provided by District.

(e) In the event that any information is disclosed under this section that constitutes a Change to the Work and/or is a Material Changed Condition, CONTRACTOR will provide notice to District within ten (10) business days after receipt of this information, and the Parties will meet and confer with respect to those Changes. If District authorizes a Change Order, CONTRACTOR shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work in accordance with the General Conditions. If the parties are unable to agree on whether District's disclosed information constitutes a Change to the Work or a Material

Changed Condition, those disputes shall be resolved in accordance with Section 11 of the Agreement.

(f) CONTRACTOR contemplates that it will not encounter any Hazardous Substances at the Project Locations, except as has been disclosed as a Pre-Existing Condition by the District prior to the execution of the Agreement. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of the Agreement shall constitute a valid basis for a Change Order pursuant to these General Conditions.

2. **Permits and Approvals.** The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 4 of the Agreement. District shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. CONTRACTOR shall, within ten (10) days of the beginning of any Excusable Delay, notify the District in writing of the cause of delay. District will ascertain the facts and the extent of the delay, and grant an extension of time for completing the Work when, in its sole judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the Parties. Extensions of time shall apply only to that portion of the Work at the Facility or Facilities affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of CONTRACTOR for extensions of time shall be an extension of the performance time at no cost to District. If a Change is required as a result of an Excusable Delay, any such adjustment to the Contract Amount shall be made consistent with Article 4, Section 4 of these General Conditions.

#### **ARTICLE 4. CONSTRUCTION PHASE.**

1. **General Provisions.** Upon securing necessary permits, pursuant to Section 4 of the Agreement and completion of Final Construction Documents by District, CONTRACTOR will commence the construction of the Project in accordance with the Final Construction Documents. The construction will be performed by CONTRACTOR and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.

#### 2. **CONTRACTOR's Responsibilities During Construction Phase.**

(a) As an independent contractor to District, CONTRACTOR will be responsible for providing, or causing to be provided by CONTRACTOR's subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. CONTRACTOR is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. CONTRACTOR will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.



(b) CONTRACTOR has been advised and is aware that District has adopted Board Policy 3513.2 which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. CONTRACTOR shall be responsible for the enforcement of District's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on District property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate District BP/AR 3513.3, after having already been warned once for violating District's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.

(c) CONTRACTOR covenants and agrees that a "Skilled and Trained Workforce" will be used to perform the Project which are either skilled journeypersons or apprentices registered in an apprenticeship program. On a monthly basis while the Project is being performed, Contractor shall provide a report to the District using the form included as Attachment N ("Monthly Skilled and Trained Workforce Report") demonstrating that Contractor and its subcontractors at every tier are complying with the requirements of Public Contract Code section 2600 et seq. and Education Code section 17407.5. If CONTRACTOR fails to provide District the monthly report, or provides a report that is incomplete, District shall withhold further payments to Contractor until a complete report is provided. If a monthly report is incomplete due to the failure of a subcontractor to timely submit the required information to Contractor, District shall only withhold an amount equal to 150% of the value of the monthly billing for the relevant subcontractor. The District shall also forward a copy of the non-compliant monthly report to the Labor Commissioner for issuance of a civil wage and penalty assessment in accordance with Public Contract Code section 2603 as well as a copy of the plan, if any, submitted by Contractor to achieve substantial compliance with Public Contract Code section 2600 et seq.. If a monthly report does not demonstrate compliance with Public Contract Code section 2600 et seq. and Education Code section 17407.5, District shall withhold further payments until Contractor provides a plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the Project. The monthly report provided to the District pursuant to this paragraph B. shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.

(d) CONTRACTOR shall take all steps necessary to ensure that employees of CONTRACTOR or any of its subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. CONTRACTOR shall prevent any of its employees or its subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. CONTRACTOR shall also prevent its employees or subcontractors' employees from bringing any animal onto the Project.

(e) CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by District. All Work shall be solely at CONTRACTOR's risk with the exception of damage to the Work in excess

of five (5) percent of the Contract Amount caused by “acts of God” as defined in Public Contract Code section 7105(b)(2).

(f) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of Workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Prior to the start of the Work, CONTRACTOR shall submit to District a copy of CONTRACTOR's Project Health, Safety & Environmental Plan. Such plan shall include, at minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of CONTRACTOR's Health, Safety & Environmental Plan shall be maintained at each Project site at all times. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of Workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of Workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of Workers. Name and position of person so designated shall be reported to District by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, rules, orders, standards or regulations occurring or threatened by conditions at each Project site. Upon the issuance of a citation or notice of violation by any government authority, including, without limitation, the Division of Occupational Safety and Health, such violation shall be corrected promptly at CONTRACTOR's own expense.

(g) In an emergency affecting safety of life or of Work or of adjoining property, CONTRACTOR, without special instruction or authorization from District is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by District. Any compensation claimed by CONTRACTOR on account of emergency Work shall be determined by agreement between District and CONTRACTOR.

(h) CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

(i) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and CONTRACTOR shall repair any damage thereto caused by construction operations. All permits,

licenses, or inspection fees required for such repair Work shall be obtained and paid for by CONTRACTOR.

(j) In the event CONTRACTOR is required to access District's computer system or network in the performance of the Agreement, CONTRACTOR shall provide 48-hours advance notification to District. In the event such access infects District's computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, CONTRACTOR agrees to indemnify District and pay for any and all losses, damages and expenses incurred by District to remedy any such infection.

(k) CONTRACTOR shall (unless waived by District in writing):

- 1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing Work which may interfere with the school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 2) Not allow any person, other than Workers on the Project, or individuals authorized by District to come upon any portion of the premises where Work is being performed. CONTRACTOR shall require all Workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.
- 3) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 4) Deliver materials to building area over route designated by District.
- 5) Take preventive measures to eliminate objectionable dust.
- 6) Confine apparatus, the storage of materials, and the operations of Workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking the presence of liquor, and the presence of firearms and require that all Workers comply with all regulations while on construction site.
- 7) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.

- 8) Not allow personal radios used for entertainment on the Project site of any operating school during regular school hours.
- 9) Where the Project involves Work at an operating school, inform and take such preventive measures necessary to ensure that all employees, subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.

(l) If any portion of the Work for the Project is to be performed at an operating school, CONTRACTOR shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. CONTRACTOR shall also ensure that its subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, CONTRACTOR and its subcontractors must provide for the completion of the certification form at Attachment I to the Agreement prior to commencing Work on the Project. In no event shall any employees of CONTRACTOR or its subcontractors come into contact with District's pupils before the certification is completed. CONTRACTOR's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to CONTRACTOR.

(m) Should CONTRACTOR encounter any material defined as being hazardous by Section 25249.5 et seq., of the California Health and Safety Code, also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 Proposition 65, on the Project site which has not been rendered harmless, CONTRACTOR shall immediately stop work in the affected area and notify District of the condition in writing. Work in the affected area shall not be resumed except by written agreement of District and CONTRACTOR if the Hazardous Material has not been rendered harmless. The Work in the affected area shall be resumed in the absence of hazardous material, or when it has been rendered harmless.

(n) CONTRACTOR shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to any Project site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of CONTRACTOR. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. CONTRACTOR shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by CONTRACTOR at no cost to District.

(o) CONTRACTOR shall require that subcontractors participate in, and enforce, the safety and loss prevention programs established by CONTRACTOR for the Project, which will

cover all Work performed by CONTRACTOR and its subcontractors. Each subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various subcontractors employed to ensure that all employees understand and comply with the programs. All subcontractors and material or equipment suppliers shall cooperate fully with CONTRACTOR, District, and all insurance carriers. Subcontractors shall immediately, within two (2) Days, report in writing to CONTRACTOR all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off a Project site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) Days by telephone or messenger. CONTRACTOR shall thereafter immediately, within two (2) Days, report the facts in writing to District giving full details of the accident.

(p) CONTRACTOR and subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of each Project site on the Facilities designated by District, park only in those areas designated by District, which areas may be on or off the Project site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.

(q) CONTRACTOR shall be responsible for providing security services for each Project site as needed for the protection of the site and as determined in District's sole discretion. CONTRACTOR shall be responsible for the security of each Project site and all of the Work provided under the terms of the Contract Documents, as well as the work of the separate contractors or District's own forces that occurs on the Project site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage shall be repaired immediately. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

(r) CONTRACTOR shall not allow any person, other than the Workers on the Project, authorized representatives of a union pursuant to a project labor agreement, or other individuals authorized by District to come upon any portion of the Project site where the Work is being performed. Only authorized personnel will be permitted on the Project site. CONTRACTOR shall submit to District the names of all personnel either directly employed by CONTRACTOR or in the employ of any of the subcontractors who will be present at each Project site. All construction personnel will be required to register with District and wear badges. Personnel not displaying badge identification will be removed from the Project site until properly registered and wearing badge. All badges shall be maintained and controlled by CONTRACTOR and shall be returned to District upon Final Completion of the Work. If additional or special personnel shall be needed for the efficient completion of the Work, then CONTRACTOR shall submit a list of names of all such additional personnel prior to their appearance on the Project site.

(s) CONTRACTOR will make all reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to District's operations at the Project Location. CONTRACTOR will provide at least ten (10) days written notice to District of any

planned power outages that will be necessary for the construction. CONTRACTOR will cooperate with District in scheduling such outages, and District agrees to provide its reasonable approval of any scheduled outage.

(t) CONTRACTOR will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, the Agreement (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.

(u) **Systems Startup and Equipment Commissioning.** CONTRACTOR shall provide notice to District of any scheduled test(s) of installed equipment, and District and/or its designees shall have the right to be present at any or all such tests conducted by CONTRACTOR, any subcontractor, and/or manufacturers of the equipment. CONTRACTOR shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that CONTRACTOR provided and installed that may be observed during equipment commissioning procedures.

(v) The following duties shall be performed by CONTRACTOR:

- 1) Organize and conduct a pre-construction meeting with the District and each subcontractor.
- 2) Organize and conduct regularly scheduled progress meetings throughout the installation period.
- 3) Schedule and manage all subcontractors and related work.
- 4) Provide the District a single point of contact and responsibility of all work related to the Project.
- 5) Investigate and resolve design, construction, and field issues as they arise during the Project.
- 6) Coordinate on-site work, and schedule accordingly with District.
- 7) Perform progress inspections throughout the installation period. Provide the District and Subcontractor with results of findings.
- 8) Identify any existing District equipment that is found during implementation of the work not to be functioning properly, and notify in writing to District.
- 9) Provide regular status reports to the District.
- 10) When appropriate, initiate a thorough inspection of the work with the District and Subcontractor to obtain substantial completion.
- 11) Check, test, and start-up each item of equipment.
- 12) Perform a point-by-point hardware commissioning of the CONTRACTOR installed energy management system. Identify any EMS items that are not functioning properly, and include on the punch list.
- 13) Identify any existing District equipment that is found during EMS commissioning not to be functioning properly, and notify in writing to District.

- 14) Perform a complete software/programming commissioning of the energy management system. Identify any EMS items that are not programmed per specification, and include on the punch list.
- 15) With the District and Subcontractor, perform final inspection of the Work.
- 16) Review subcontractor invoices and authorize payment as appropriate.
- 17) Obtain/prepare final as-built documentation for the Project, and deliver to the District. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.
- 18) Obtain a certificate of final completion, signed by the District, Subcontractor, and CONTRACTOR.

### 3. District's Responsibilities During Construction Phase.

(a) District shall designate a single-point representative authorized to act on District's behalf with respect to Project construction and/or equipment installation. District may from time to time change the designated representative and shall provide notice to CONTRACTOR of such change. Any independent review of the construction shall be undertaken at District's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of CONTRACTOR's Work. Any independent review of the construction by District shall not relieve CONTRACTOR of any of its obligations or responsibilities hereunder.

(b) District shall provide a temporary staging area for CONTRACTOR, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed.

(c) District shall remain responsible for the maintenance of the portion of the Project Locations that are not directly affected by CONTRACTOR's Work. District shall keep the designated Project Locations and staging areas for the Project free of obstructions, waste, and materials within the control of District.

(d) District shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions prior to scheduled construction start date.

(e) District shall be responsible for the preparation of the designated Project Location sites for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities.

(f) District shall be solely responsible for the removal of any Hazardous Substances either known to District prior to the commencement of the Work or encountered by CONTRACTOR during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by CONTRACTOR. CONTRACTOR will respond to the discovery of Hazardous Substances at or around the Project Location during the course of CONTRACTOR's construction in accordance with Section 6, "Hazardous Substances", below.

g) District shall coordinate the Work to be performed by CONTRACTOR with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that CONTRACTOR will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.

h) District shall allow CONTRACTOR and its subcontractors access to and reasonable use of necessary quantities of District's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to CONTRACTOR.

(i) District will provide CONTRACTOR and/or its subcontractors with reasonable access to the Project Locations to perform the Work, including without limitation and at no extra cost to CONTRACTOR, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.

(j) The District shall also do the following:

- 1) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of work.
- 2) When appropriate, participate in the job inspection walk-through with CONTRACTOR and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
- 3) Perform a final walk-through of the Project. Upon receipt of the O&M Manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
- 4) The District is encouraged to provide a staff member(s) (HVAC technician, etc.) to accompany CONTRACTOR during the EMS Commissioning. This is an excellent opportunity to learn in-depth the operation and installation of the EMS.
- 5) Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
- 6) Upon the completion of the entire Scope of Work as listed in Attachment B, including training, and close-out documents, sign a Certificate of Final Completion for Entire Implementation Project.

#### 4. **Changes During Construction.**

(a) **Change Orders Generally.** Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both District and CONTRACTOR. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to CONTRACTOR to perform such change and/or modification. CONTRACTOR may not suspend performance of that portion of the Work affected by any proposed Change Order prior to an agreement being reached with the District regarding the Change Order. CONTRACTOR will use commercially reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved.



(b) **Change Orders Requiring Additional Compensation.** If during construction District requests changes and/or modifications to the Work identified in the Scope of Work, there are Excusable Delays, and/or there are Material Changed Conditions, as defined in Article 1 above, District shall be responsible for payment of the extra costs caused by such modifications and/or changes and District shall pay CONTRACTOR for any approved Additional Services, pursuant to the be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) District requests changes and/or modifications to the Project Scope of Work during the construction phase of the Project; (2) District caused delays during CONTRACTOR's construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Facilities; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the Project; (6) damage to any equipment or other Work installed by CONTRACTOR caused by the act or omission of District, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by CONTRACTOR that modifies and/or changes the Scope of Work agreed upon in the Scope of Work that increases the agreed upon Contract Amount identified in the Scope of Work.

(c) **Additional Compensation for Additional Services.** CONTRACTOR shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between District and CONTRACTOR for any approved Additional Services consistent with Section 1.5 of the Agreement. District shall pay CONTRACTOR for any approved Additional Services, pursuant to paragraphs (e) and (f) below, provided that such services are not made necessary through the fault of CONTRACTOR pursuant to the indemnification provision of the Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications, or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations, or codes of which CONTRACTOR was aware or should have been aware.

(d) **Change Orders Requiring Additional Time / Excusable Delays.** If during construction District requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, the Parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if CONTRACTOR is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any of the following (each defined as an "Excusable Delay"): (1) by an act or failure to act of, or other delay caused by, District or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) delays caused by changes and/or modifications to the Scope of Work as required by any governmental authority having jurisdiction over the project; (5) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (6) by adverse weather conditions not reasonably anticipated; (7) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (8) by unavoidable casualties or other causes beyond CONTRACTOR's control; (9) by delays caused by processing Change Orders requested by or agreed to by District, or resulting

from the implementation of any Change Order; or (10) by delay caused by pending arbitration, then the targeted milestone dates set forth in the Project Schedule shall be reasonably extended by a Change Order, executed by both District and CONTRACTOR. Prior to the extension of such milestone dates, CONTRACTOR will use reasonable efforts to make up such delays, including authorizing overtime payments (provided that District has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith).

(e) **Calculation of Change Order.** Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract Amount, if any, and the adjustment in the Project Schedule, if any, set forth in a change order shall constitute the entire compensation and/or adjustment in the Progress Schedule due CONTRACTOR arising out of the change in the Work covered by the Change Order unless otherwise provided in the Change Order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to paragraph (f) of this Section. The entire compensation shall not include any additional charges not set forth in paragraph (f) and shall not include delay damages (due to processing of a change order, refusal to sign a change order), indirect, consequential, and incidental costs including any Project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (f) of this Section.

(f) **Methods for Calculating Change Order.** Value of any such extra Work, change, or deduction shall be determined at the discretion of District in one or a combination of the two (2) methods described hereafter in this paragraph (f). In determining the cost of material, labor and/or equipment for any proposed Change Order, District may utilize one (1) or a combination of these two (2) methods. The amount of any increase or decrease in the Contract Amount for the Project shall be determined using one (1) or a combination of the following two (2) methods:

(1) By mutual acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) By unit prices contained in the Energy Expenditure Plan and incorporated in the Contract Documents or fixed by subsequent agreement between District and CONTRACTOR.

(g) **CONTRACTOR's Costs and Expenses.** It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of CONTRACTOR's costs and expenses, both direct and indirect, resulting from additional time required on the Project, or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

(h) **Effect of Change Order.** CONTRACTOR expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project. CONTRACTOR shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for the Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to multiplicity of changes and/or clarifications. CONTRACTOR may not change or modify District's Change Order form in an attempt to reserve additional rights.

(i) **Material Changed Conditions / Conditions Beyond CONTRACTOR's Control.** CONTRACTOR will provide written notice to District of any Material Changed Condition and or any Force Majeure event, as such terms are defined in Article 1 above, within ten (10) business days of CONTRACTOR's first discovery of such Material Changed Condition. In the event that CONTRACTOR's notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, CONTRACTOR will not disturb the condition until said notice has been given to District, and District has had a reasonable opportunity to investigate the condition. If there is a disagreement between District and CONTRACTOR as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond CONTRACTOR's control, those disputes shall be resolved in accordance with the provisions of Section 11 of the Agreement. CONTRACTOR's failure to timely notify District shall be deemed a waiver and relinquishment of such a claim against District. No claim shall be considered unless made in accordance with this paragraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Project Schedule, and/or the increase in the Contract Amount. CONTRACTOR shall proceed to execute the Work even though the adjustment has not been agreed upon. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in this Section.

(j) **Change Order - Savings Effect.** CONTRACTOR shall calculate the energy impact of any District change orders. As applicable, the energy impact may change the projected savings level.

5. **Minor Changes to Scope of Work.** CONTRACTOR shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to District. CONTRACTOR will either promptly inform District, in writing, of any minor changes made during the implementation of the Project, or make available to District at the site a set of as-built drawings that will be kept current to show those minor changes.

6. **Hazardous Substances.** CONTRACTOR will promptly provide written notice to District if CONTRACTOR observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. CONTRACTOR shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of any work unless otherwise specified in the Scope of Work. District shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. District shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. CONTRACTOR shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, District shall provide CONTRACTOR, within ten (10) business days of the execution of this Agreement, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, no conditions or situations exist at the Facilities which are subject to special

precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are no unsafe working conditions at the Facilities.

District shall indemnify, defend, and hold CONTRACTOR harmless from and against any and all claims and costs of whatever nature, including but not limited to, Contractors' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs, costs associated with delay or work stoppage, and third party claims (hereinafter "Liability"), that in any way result from or arise under from such District owned or generated hazardous materials and substances, except for liabilities due to CONTRACTOR's, or its subcontractors, agents representatives, and employees', negligent or willful misconduct in handling, disturbance, or release of Hazardous Materials or Substances. This indemnification shall survive any termination of this Agreement.

7. **Pre-Existing Conditions.** Certain pre-existing conditions may be present within the District's Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of CONTRACTOR's Work, (iii) may cause CONTRACTOR's completed Work to be non-compliant with applicable codes, (iv) may prevent the District from realizing the full benefits of CONTRACTOR's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of CONTRACTOR's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, CONTRACTOR shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. CONTRACTOR, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a change order with the District for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

(a) With respect to CONTRACTOR projects with new equipment connecting to the Facility's existing electrical distribution system, CONTRACTOR shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The District is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and Guidelines.

(b) CONTRACTOR is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.

(c) CONTRACTOR shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.

(d) Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the District such that oil or moisture does not reach the control and operating devices.

(e) Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being

connected are to be in proper functioning condition. If existing device is found to be improperly functioning, District may repair or compensate CONTRACTOR for repair/replacement of the device.

#### **ARTICLE 5. PROJECT COMPLETION.**

1. **Substantial Completion:** At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, CONTRACTOR will supply to District a written Certificate of Substantial Completion. District shall within ten (10) business days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to CONTRACTOR acknowledging and agreeing: (1) that the Work is substantially complete in accordance with the Contract Documents so District can occupy or utilize the Work for its intended use; (2) the date of such Substantial Completion; (3) that from the date of Substantial Completion District will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. District agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld. Title to any and all of the materials and equipment installed shall pass from CONTRACTOR to District upon the date of Substantial Completion.

2. **Final Completion:** When CONTRACTOR considers the Work to be fully complete in accordance with the Scope of Work, CONTRACTOR will notify the District that the Work is fully complete and ready for final inspection. The District shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of CONTRACTOR's certification that the Work is Complete. If District does not verify the Final Completion of the Work with this period, the Work shall be deemed fully completed. If District determines that any Work is incomplete and/or defective, the District shall promptly notify CONTRACTOR in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. CONTRACTOR will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which CONTRACTOR shall provide written notice to the District that the Work is fully complete. District shall re-inspect all work completed or remedied by CONTRACTOR within ten (10) business days of CONTRACTOR's notice of completion from CONTRACTOR that the Work is complete. If the District does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When the District agrees that the Work is fully completed in accordance with the Scope of Work and Contract Documents, District shall give CONTRACTOR written notice of acceptance of the Work and Final Completion and will issue a Final Completion Certificate to CONTRACTOR. At that time, District shall pay CONTRACTOR any remaining Contract Amount due and any outstanding retainage being withheld by the District.

3. **Partial Occupancy Or Use:**

(a) District may occupy or use any completed or partially completed portion of Work on the Project at any stage. District and CONTRACTOR shall agree in writing to the condition of the Work on the Project (or designated portion), the responsibilities assigned to each of them for

payments, security, maintenance, heat, utilities, damage to the Work (or designated portion), insurance, the period for correction of the Work (or designated portion), and the commencement of warranties for the Work (or designated portion) required by the Agreement. When requested by District, CONTRACTOR shall complete all punch list items for the occupied portion of the Project.

(b) Immediately prior to such partial occupancy or use, District and CONTRACTOR shall jointly inspect the area of the Project (or designated portion) to be occupied or used, in order to determine and document the condition of the Work on the Project.

(c) Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Project, shall not constitute Substantial Completion or Final Completion of the Work on the Project, shall not be deemed an approval of any portion or portions of Work not in compliance with the requirements of the Agreement, and shall not relieve CONTRACTOR of any responsibility or obligation under the Agreement.

## ATTACHMENT D

### PERFORMANCE BOND AND PAYMENT BOND FORM

WHEREAS, the Monrovia Unified School District of Los Angeles County, California (hereinafter referred to as "DISTRICT") by Board action on May 8, 2019, has awarded to Irvine Valley Air Conditioning, Inc., hereinafter designated as "Principal," an Energy Services Agreement ("Agreement") for the work described as follows:

#### Proposition 39 HVAC Upgrade Project

AND WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance and guaranty of said Agreement.

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120 are held and firmly bound to the DISTRICT, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Agreement awarded by DISTRICT to Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Agreement and any alteration thereof made as therein provided, including, but not limited to the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless DISTRICT, its officers and agents, as stipulated in said Agreement, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by DISTRICT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect DISTRICT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by DISTRICT to be, in default under the Agreement, DISTRICT having performed DISTRICT's obligations thereunder unless excused by

Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and DISTRICT, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Amount, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory Paragraph hereof. The term "balance of the contract price" as used in this Paragraph shall mean the total amount payable to Principal by DISTRICT under the Agreement, and any modifications thereto, less the amount previously properly paid by DISTRICT to Principal.

Surety expressly agrees that DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the contract nor shall Surety accept a bid from Principal for completion of the work if DISTRICT, when declaring Principal in default, notifies Surety of DISTRICT's objection to Principal's further participation in the completion of the Work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Agreement falls due or is made, whichever occurs later.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, as defined in the Agreement and General Conditions, or of the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents, or of Work to be performed thereunder, or of the Specifications.

Principal and Surety agree that if DISTRICT is required to engage the services of an attorney in connection with enforcement of the bond, Principal and Surety shall pay DISTRICT's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

FURTHER, the said Surety hereby agrees that in the event suit is brought upon this bond by DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by DISTRICT in such suit, including a reasonable attorney's fees to be fixed by the court.



Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name and Address of agent or representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_ (Telephone Number of Surety and agent or representative for service of process in California)

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Corporation)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

**ATTACHMENT D**

**PAYMENT BOND**

WHEREAS, the Monrovia Unified School District (“DISTRICT”), by Board action on May 8, 2019, has awarded to Irvine Valley Air Conditioning, Inc. designated as the “Principal,” an Energy Services Agreement ("Agreement") for the work described as follows:

**Proposition 39 HVAC Upgrade Project**

WHEREAS, said Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at section 9550) of the California Civil Code to furnish a bond in connection with said Agreement;

NOW THEREFORE, we the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, section 995.120, are held and firmly bound unto the DISTRICT in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (this amount being not less than one hundred percent (100%) of the total bid price of the Agreement awarded by DISTRICT to Principal), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its heirs, executors, administrators, successors, or assigns, or a Subcontractor shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to Work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to Work and labor thereon of any kind or for amounts due as withholding tax pursuant to section 18663 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons, companies, and corporations named in section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in sections 8400 and 8402 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and Address of Surety)

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

\_\_\_\_\_ (Name and Address of agent or representative  
for service of process in California,  
if different from above)

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

\_\_\_\_\_ (Telephone Number of Surety and agent or  
representative for service of process in  
California)

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

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Corporation)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

## ATTACHMENT E

### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from Irvine Valley Air Conditioning, Inc. pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement

required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Monrovia Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CONTRACTOR

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

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

Its: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

ATTACHMENT F

ASBESTOS-FREE MATERIAL CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the Energy Services Agreement made by and between the Monrovia Unified School District (hereinafter referred to as the "DISTRICT") and Irvine Valley Air Conditioning, Inc. (the "CONTRACTOR") for the Implementation of the Proposition 39 HVAC Upgrade Project (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing CONTRACTOR's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any asbestos, polychlorinated biphenyl ("PCB"), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules or regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this \_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

State of California        )  
  ) ss  
County of \_\_\_\_\_)

Subscribed and sworn to (or affirmed) before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of California  
My Commission Expires: \_\_\_\_\_



## ATTACHMENT G

### LEAD BASED PAINT CERTIFICATION

This Lead Based Paint Certification form is part of the Energy Services Contract made by and between the Monrovia Unified School District (hereinafter referred to as "DISTRICT") and Irvine Valley Air Conditioning, Inc. (hereinafter referred to as "CONTRACTOR") for the Implementation of the Proposition 39 HVAC Upgrade Project (hereinafter referred to as the "Project").

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational Safety and Health Administration, Environmental Protection Agency, California Department of Health Services ("DHS"), California Department of Education ("CDE"), and the Consumer Product Safety Commission have all regulated, in some manner, lead-containing paint and lead products.

Because CONTRACTOR and its employees will be providing services for DISTRICT, and because CONTRACTOR's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by DISTRICT. Lead was used extensively in paint because it rendered the paint more durable. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Although the regulatory process is not yet complete, there are several regulations currently in place that affect school districts. The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors and abatement workers. The California Education Code also prohibits the use of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility.

**FURTHERMORE, SINCE IT IS ASSUMED BY DISTRICT THAT ALL PAINTED SURFACES (INTERIOR AS WELL AS EXTERIOR) WITHIN THE DISTRICT CONTAIN SOME LEVEL OF LEAD, IT IS IMPERATIVE THAT THE CONTRACTOR, ITS WORKERS AND SUBCONTRACTORS FULLY AND ADEQUATELY COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING LEAD-BASED MATERIALS (INCLUDING TITLE 8, CALIFORNIA CODE OF REGULATIONS, SECTION 1532.1).**

If failure to comply with these laws, rules and regulations results in a site or Worker contamination, CONTRACTOR will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold DISTRICT harmless, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of CONTRACTOR to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of CONTRACTOR to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the DISTRICT.

CONTRACTOR shall provide DISTRICT with any sample results prior to beginning Work, during the Work, and after the completion of the Work. DISTRICT may request to examine, prior to the commencement of the Work, the lead training records of each employee of CONTRACTOR.

Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through DISTRICT. A signed copy of this Certification must be on file prior to beginning work on the Project, along with all current insurance certificates.

If CONTRACTOR is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE/SHE OR THEY HAS/HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE/SHE/THEY HAS/HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND CONTRACTOR. DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

---

Contractor's Name

---

Street Address

---

Telephone Number

---

License Number

[Signatures follow on next page]

\_\_\_\_\_  
Typed or Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name and Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
RME of Company (If Applicable)

State of California            )  
  ) ss  
County of \_\_\_\_\_)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of California  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT H**

**WORKERS COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of section 3702.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract. If CONTRACTOR is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

[Signatures follow on next page]

\_\_\_\_\_  
(Proper Name of Contractor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

**ATTACHMENT I**  
**FINGERPRINTING CERTIFICATION**  
**CRIMINAL RECORDS CHECK CERTIFICATION**  
**(Contractor Fingerprinting Requirements)**

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**CONTRACTOR CERTIFICATION**

With respect to the Energy Services Agreement dated May 9, 2019 by and between Monrovia Unified School District (“DISTRICT”) and Irvine Valley Air Conditioning, Inc. (“CONTRACTOR”) for the provision of energy conservation construction services, CONTRACTOR hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor’s Representative

\_\_\_\_\_  
Date

---

**CONTRACTOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Monrovia Unified School District (“DISTRICT”) has determined that Irvine Valley Air Conditioning, Inc. (“CONTRACTOR”) is exempt from the criminal background check certification requirements for the Energy Services Agreement dated May 9, 2019, by and between DISTRICT and CONTRACTOR (“Agreement”) because:

- CONTRACTOR’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

---

**SUBCONTRACTOR’S CERTIFICATION**

The Monrovia Unified School District (“DISTRICT”) entered into an Energy Services Agreement for energy conservation construction services with Irvine Valley Air Conditioning, Inc. (“CONTRACTOR”) on or about May 9, 2019 (“Agreement”). This certification is submitted by \_\_\_\_\_, a subcontractor or Contractor to CONTRACTOR for purposes of that Agreement (“Subcontractor”). Subcontractor hereby certifies to DISTRICT’s governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor’s Representative

\_\_\_\_\_  
Date

---

**SUBCONTRACTOR’S EXEMPTION**

The Monrovia Unified School District (“DISTRICT”) entered into an Energy Services Agreement for energy conservation construction services with Irvine Valley Air Conditioning, Inc. (“CONTRACTOR”) on or about May 9, 2019 (“Agreement”). Pursuant to Education Code section 45125.1, DISTRICT has determined that \_\_\_\_\_, a subcontractor or Contractor to CONTRACTOR for purposes of that Agreement (“Subcontractor”), is exempt from the criminal background check certification requirements for the Agreement because:

- Subcontractor’s employees will have limited contact with DISTRICT students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

---

**ATTACHMENT J**

## STANDARDS OF OCCUPANCY AND COMFORT

The following standards are a guideline used to evaluate the EC Measures for the Proposition 39 HVAC Upgrade Project. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but every effort will be made to meet the below standards as closely as the equipment allows:

The following schedule applies with school is in session. All non-essential equipment including the boilers, chillers and air handlers are assumed to be turned off during holidays.



**ATTACHMENT K**

**MONTHLY REPORT**

Skilled and Trained Workforce

(Public Contract Code section 2600 et. seq.)

Month: \_\_\_\_\_, 2019

**SKILLED WORKFORCE COMPLIANCE SECTION**

In accordance with Public Contract Code section 2600 et. seq. all the workers of \_\_\_\_\_  
[INSERT NAME OF CONTRACTOR/SUBCONTRACTOR]  
performing work in an apprenticeable occupation in the building and construction trades on the project  
known as \_\_\_\_\_ [INSERT PROJECT NAME AND LOCATION]  
(the "Project") are either skilled journeypersons or apprentices registered in an apprenticeship program  
approved by the Chief of the Division of Apprenticeship Standards of the California Department of  
Industrial Relations (the "Chief"). "Skilled journeyperson" means a worker who either:

- (1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.
- (2) Has at least as many hours of on-the-job-experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

**TRAINED WORKFORCE COMPLIANCE SECTION – CHECK APPLICABLE BOX**

In addition, the required percentage of the skilled journeypersons employed by \_\_\_\_\_  
[INSERT NAME OF CONTRACTOR/SUBCONTRACTOR]  
to perform work on the Project are graduates of an apprenticeship program for the applicable  
occupation.<sup>1</sup> A graduate of an apprenticeship program means either of the following:

- (1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code, or
- (2) An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

\_\_\_\_\_ [INSERT NAME OF  
CONTRACTOR/SUBCONTRACTOR] does not comply this month with the required percentage of skilled  
journeypersons on this Project and has developed a plan to meet the percentage in the future.  
See attached proposed plan.

\_\_\_\_\_ [INSERT NAME OF CONTRACTOR/SUBCONTRACTOR] is exempt from skilled journeypersons percentage requirement on this Project due to Subcontractor's employment of skilled journeypersons performing fewer than 10 hours of work during the above- referenced month and /or the subcontract does not exceed one-half of 1 percent of the price of the prime contract.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and complies with Public Contract Code Section 2601, subdivisions (d)(1) and (e). I also understand that the information I provided in this form is to be used by Contractor to periodically monitor Subcontractor's use of a skilled and trained workforce. Subcontractor agrees to provide Contractor with information supporting what I have declared on this form upon request by Contractor.

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

Contractor/Subcontractor:

Signature:

\_\_\_\_\_

Name/Title:

\_\_\_\_\_

<sup>1</sup>Skilled journeypersons employed to perform work on the Project by Contractor or its subcontractors at every tier must be graduates of an apprenticeship program for the applicable occupation at the following percentages per Section 2601: at least 30 percent for work performed on or after January 1, 2017; at least 40 percent for work performed on or after January 1, 2018; at least 50 percent for work performed on or after January 1, 2019; and at least 60 percent for work performed on or after January 1, 2020. The increases for 2018, 2019, and 2020 shall not apply to work performed in the following occupations: acoustical installer bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, settler, or finisher. A percentage of graduates does not apply to the teamster occupation.

Rev. 2019.03

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 5. 18/19-5060– BOARD BYLAW 9005, *GOVERNANCE STANDARDS*

#### RECOMMENDATION

The Board of Education is requested to receive for first reading Board Bylaw 9005, Governance Standards.

#### 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:

This Board Bylaw is being updated following the Board of Education Retreat held on April 19, 2019, and is being presented for review. Additionally, Board President Ed Gililand has reviewed this Board Bylaw and has made no further adjustments.

#### Additional Information:

A copy of the revised Board Bylaw 9005, Governance Standards, is attached.

## ATTACHMENTS

- [BB 9005 Governance Standards - First Reading 050819.pdf](#)

**GOVERNANCE STANDARDS**

The Monrovia Unified School District Board of Education believes that its primary responsibility is to **create and promote the opportunity for student achievement and** act in the best interests of **every-all** students in the District. The Board also has major commitments to parent/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

**1. THE INDIVIDUAL TRUSTEE**

The Board expects its members to work with each other and the Superintendent to ensure that a high quality education is provided to each student. To meet this aim, each individual Board member **shoulda#**:

- a. Keep learning and achievement for all students as the primary focus.
- b. Value, support, and advocate for public education.
- c. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community.
- d. Act with dignity, and understand the implications of demeanor and behavior.
- e. Keep confidential matters confidential.
- f. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.
- g. Understand the distinctions between Board and staff roles and refrain from performing management functions that are the responsibility of the Superintendent and staff.
- h. Understand that authority rests with the Board as a whole and not with individuals.

**2. THE BOARD**

The Monrovia Unified School District is governed by a Board, not by individual trustees. The Board and Superintendent work together **as-a “governance team”**—assuming collective responsibility for building unity and creating a positive organizational culture in order to govern effectively. To operate effectively, the Board **shoulda#** have a unity of purpose**-and**:

- a. Keep the District focused on learning and achievement for all students.
- b. Communicate a common vision.
- c. Operate openly, with trust and integrity.
- d. Govern in a dignified and professional manner, treating everyone with civility and respect.
- e. Govern within Board-adopted policies and procedures.
- f. Take collective responsibility for the Board's performance.
- g. Periodically evaluate its own effectiveness.
- h. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.

Revised: May 8, 2019

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 6. 18/19-5061 – BOARD OF EDUCATION RETREAT DEBRIEF

#### RECOMMENDATION

The Board of Education will discuss/debrief from the work completed at the Board of Education Retreat held on April 19, 2019.

#### Rationale:

On April 19, 2019, the Board of Education held a Board Retreat to discuss and update Board protocols, Superintendent responsibilities, and set other goals and expectations of the Board. This debrief will allow the Board to discuss any other pertinent topics that require follow-up from that meeting.

#### ATTACHMENTS

# Agenda Item Details

Meeting Date: 2019-05-08 19:00:00

## AGENDA ITEM TITLE:

### 7. 18/19-5062- PENDING BOARD ISSUES

#### RECOMMENDATION

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

#### Rationale:

#### Additional Information:

Recently added items: Board Study Sessions: May 22nd (Budget)

#### ATTACHMENTS

- [Pending Board Issues 050819.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
	<b>Cyclical Reports</b>	
LCFF / LCAP	Annual review and revision of LCAP with input from stakeholder groups.	Meetings concluded for the 2018-19 SY; LCAP will be submitted for approval in June
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Annually in conjunction w/ LCAP



Issue/Question/Request	Status	Next steps
<b>Cyclical Reports (continued)</b>		
<p>Student Achievement: standards &amp; plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>5/22/19</p> <ul style="list-style-type: none"> <li>• Class of 2019 Report</li> <li>• Music/Art Program Report</li> <li>• Homeless &amp; Foster Youth Report (Weekly Update)</li> <li>• Ed Svcs. Annual Policy Review –2nd Reading</li> </ul> <p>6/12/19:</p> <ul style="list-style-type: none"> <li>• Annual LCAP Public Review</li> <li>• GATE Program Report (Weekly Update)</li> </ul> <p>6/26/19:</p> <ul style="list-style-type: none"> <li>• Con Ap approval</li> <li>• LCAP Adoption</li> </ul>	
<p>International Student Program</p>	<p>Receive updates on latest efforts regarding the International Student program</p>	<p>Regular updates</p>
<p>Technology Projects</p>	<p>Staff technology standards &amp; teaching plan – working with Educational Services.</p>	<p>May 2019</p>

Issue/Question/Request	Status	Next steps
	<b>Cyclical Reports (Continued)</b>	
Budget/ Enrollment/Staffing	<p><b><u>2018-19 Budget Preparation Calendar:</u></b></p> <ul style="list-style-type: none"> <li>• May 22, 2019: Budget Study Session</li> <li>• May 22, 2019: 2019-20 Governor's May Budget Revision (Board Update)</li> <li>• June 12, 2019: 2019-20 LCAP Public Hearing</li> <li>• June 12, 2019: 2019-20 Adopted Budget Public Hearing</li> <li>• June 26, 2019: 2019-20 LCAP Adoption</li> <li>• June 26, 2019: 2019-20 Budget Adoption</li> </ul>	
Board Walks (Board site visits)	Elementary schools & MHS for 2019-20 SY	Secondary schools in 2020-21
Redevelopment/ Pass Through Funds	Board update when District receives funds	
Transportation Cost Review	Review of total in-house transportation costs	Report in July 2019

Issue/Question/Request	Status	Next steps
<b>Long Range Plans</b>		
Legislative Policy	<ul style="list-style-type: none"> <li>• Review legislative policy changes/updates</li> <li>• Special Education funding</li> </ul>	Receive information regarding legislative issues
State of the Schools	<ul style="list-style-type: none"> <li>• Receive latest updates regarding the District</li> </ul>	Scheduled for October 15, 2019

Issue/Question/Request	Status	Next steps
<b>Long Range Plans</b>		
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	In progress
	Business Policies	2018-19
	Human Resources Policies	2018-19
	Educational Services Policies	2018-19
	Pupil Personnel Services	2018-19