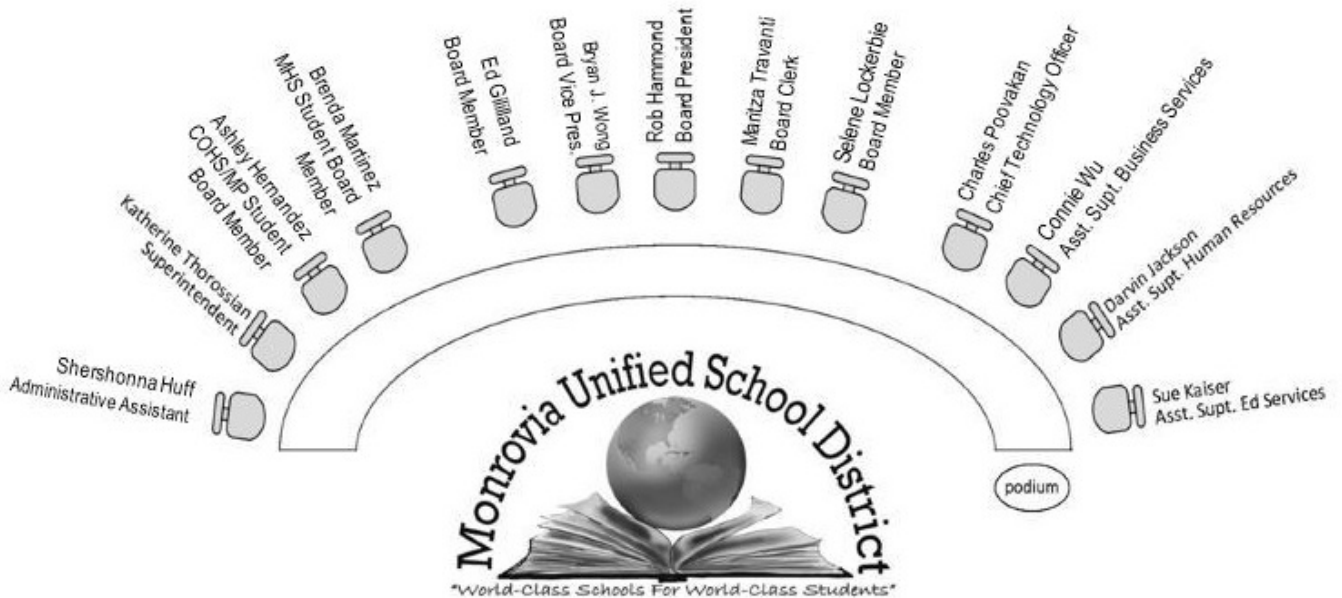




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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 27, 2020

6:30 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION

Wednesday, May 27, 2020

7:00 p.m. - Board Room

CORONAVIRUS DISEASE (COVID-19) ADVISORY

In compliance with the Governor of California's "Safer at Home" order, the Board of Education will be conducting its meetings virtually until further notice. This means that public access to the physical meeting will be eliminated; however, remote public participation is allowed and encouraged.

You may submit public comments via email before each meeting. Please send all public comments to publiccomments@monroviaschools.net, to be read during public comments, or at the items place on the agenda. Lengthy public comments may be summarized in the interest of time.

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

- 1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)
- 2) Livestream online at www.foothillsmedia.org/MUSD

A. CONVENE REGULAR BOARD OF EDUCATION OPEN SESSION (6:30 p.m.)

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

B. CONVENE BOARD OF EDUCATION CLOSED SESSION

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

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

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

3. Roll Call:

Rob Hammond, Board President _____ Katherine Thorossian, Superintendent _____
Bryan J. Wong, Board Vice-President _____ Sue Kaiser, Asst. Supt. Ed. Svcs. _____
Maritza Travanti, Board Clerk _____ Darwin Jackson, Asst. Supt. HR _____
Selene Lockerbie, Board Member _____ Connie Wu, Asst. Supt. Bus. Svcs. _____
Ed Gililland, Board Member _____ Charles Poovakan, CTO _____
MHS Student Board Member Valerie Hernandez _____
COHS/MP Student Board Member Ashley Mendez _____

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 agendaized matters, may be moved up on the Agenda.

2. Approve the Minutes from the Regular Board of Education Mtg. of May 13, 2020.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland_____, Board Member Lockerbie_____, Board Member Travanti_____

Board Member Wong_____, Board President Hammond_____

BM Minutes - May 13, 2020

[BM Mins - 051320.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education would like to thank **Valerie Hernandez of Monrovia High School**, and **Ashley Mendez of Canyon Oaks High School/ Mountain Park School** for their service as Student Board Members for the Board of Education.

2. The Board of Education wishes to honor those Monrovia Unified School District employees who have retired or will be retiring this school year:

- **Ophelia Barajas, SDC Teacher, Monrovia HS - 15 years**
- **Renee Dakin, Kinder Instructional Aide, Bradoaks ES - 40 years**
- **Gloria Jabczynski-Rico, Teacher, Plymouth ES - 16 years**
- **Janelle Johnson, Health Assistant II, Plymouth ES - 3 years**

- Sylvia Martinez, Instructional Aide – Severe Disability, Mayflower ES - 6 years
- Sal Perez, Teacher, Monrovia HS - 34 years
- Maisie Si, SDC Teacher, CELC - 16 years
- Marilyn Smith, Teacher, Clifton MS - 34 years
- Dolores Quintero, Food Service Worker, Monrovia HS - 39 years
- Donna Wheeler, Food Service Worker, Monrovia HS - 23 years

3. Board Member Reports
4. Student Board Member Report
5. Report from the Superintendent

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

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

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

2. Public Comments for items on the Open Session Agenda

H. INFORMATIONAL REPORTS AND PRESENTATIONS

1. GOVERNOR’S MAY BUDGET REVISION. *(Connie Wu, Asst. Supt. of Business Svcs.)*. The Board of Education will hear an informational report on Governor Newsom's May Budget Revision.

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 Gilliland____, Board President Hammond____

EDUCATIONAL SERVICES

1. 19/20-1091 - DnA SOFTWARE SERVICES AGREEMENT WITH ILLUMINATE EDUCATION, INC.

The Board of Education is requested to approve a DnA (Data and Assessment) Software Services Agreement with Illuminate Education, Inc. for a student data and assessment management from July 1, 2020 through June 30, 2023.

[Illuminate Contract 5-27-20.pdf](#)

2. 19/20-1095 - AGREEMENT WITH EXPLORE LEARNING, LLC

The Board of Education is requested to approve an Agreement with ExploreLearning, LLC for

premium access to Reflex and Gizmos for the 2020-21 school year.

[Explore Learning 5-13-20.pdf](#)

3. 19/20-1100 - CONTRACT BETWEEN NEARPOD, INC. AND THE MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Contract between Nearpod, Inc. and the Monrovia Unified School District from July 27, 2020 to July 26, 2021.

[Nearpod Renewal 5-13-20.pdf](#)

4. 19/20-1103 - MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE TO PROVIDE MENTAL HEALTH SERVICES

The Board of Education is requested to approve a Memorandum of Understanding with Jewish Family Service to provide mental health services to identified students in the Monrovia Unified School District from July 1, 2020 through June 30, 2021.

[Jewish Family Service MOU 5-27.20.pdf](#)

BUSINESS SERVICES

5. 19/20-2144 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$224,797.31 issued April 17, 2020 through May 1, 2020, and payments in the amount of \$5,282,673.09 issued April 30, 2020 through May 12, 2020.

[BA Item 2144\(b-e\) Purchase Order Rpt 5-27-20.pdf](#)

6. 19/20-2145 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 41 through No. 42 deposited May 7, 2020 through May 19, 2020 for a total amount of \$305,151.51.

[BA Item 2145\(b\) Deposit Rpt #41-#42 5-27-20.pdf](#)

7. 19/20-2146 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2146\(b\) Budgetary Transfer 5-27-20.pdf](#)

8. 19/20-2147 - CUMULATIVE OBJECT SUMMARY REPORTS

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

[BA Item 2147\(b\) Cumulative Object Summary Rpt. \(April\) 5-27-20.pdf](#)

9. 19/20-2148- ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-18.

[Acceptance of Gifts #1920-18 05-27-20.pdf](#)

10. 19/20-2150- PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements report #14 for the Monrovia Unified School District.

[Professional Service Agmts #14.pdf](#)

HUMAN RESOURCES

11. 19/20-3063 - PERSONNEL ASSIGNMENTS

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #19.

[2020-05-27 Personnel Report 19.pdf](#)

TECHNOLOGY

12. 19/20 - 4026 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective May 30, 2020 through May 31, 2021.

[Enrollment for Education Solutions SIGNATURE FORM BOTH FILE IN ONE.pdf](#)
[Microsoft Renewal 8962438_V7 052020.pdf](#)

13. 19/20 - 4028 - EDLIO INC., WEB HOSTING RENEWAL

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from June 30, 2020 through June 30, 2021.

[Edlio Invoice -052020 Monrovia Unified School District.pdf](#)

BOARD BUSINESS

14. 19/20-5051 – BOARD POLICY 3516, EMERGENCIES AND DISASTER PREPAREDNESS PLAN, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 3516, *Emergencies and Disaster Preparedness Plan*, and its accompanying Administrative Regulation.

[3516 AR - Second Reading 052720.pdf](#)

[3516 BP - Second Reading 052720.pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 19/20-1104 - MEMORANDUM OF UNDERSTANDING WITH THE CODERSCHOOL PASADENA

The Board of Education is requested to approve a Memorandum of Understanding with The CoderSchool Pasadena to provide student internship opportunities to MUSD high school students as part of our work-based learning program.

Motion by _____, seconded by _____ Vote _____

Board Member Wong_____, Board Member Lockerbie_____, Board Member Travanti_____

Board Member Gilliland_____, Board President Hammond_____

[The Coder School MOU 5-27-20.pdf](#)

BUSINESS SERVICES - Connie Wu, Asst. Supt. of Business Svcs.

2. 19/20-2149 - RESOLUTION TO DESIGNATE BUSINESS SERVICES ADMINISTRATORS AS AUTHORIZED AGENTS TO EXECUTE ON BEHALF OF THE DISTRICT FOR DISASTER ASSISTANCE

The Board of Education is requested to adopt Resolution No. 1920-21 (Form CAL OES 130) to designate the Assistant Superintendent of Business Services and her designees as authorized agents responsible for providing required assurances and executing agreements with the Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES).

Motion by _____, seconded by _____ Vote _____

Board Member Wong_____, Board Member Lockerbie_____, Board Member Travanti_____

Board Member Gilliland_____, Board President Hammond_____

[Applicant Agent Resolution HMGP - PDM \(CalOES 130\).pdf](#)

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

3. 19/20-3064 – MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT (MUSD) AND AZUSA PACIFIC UNIVIERSTY (APU)

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Azusa Pacific University (APU), commencing July 01, 2020 through June 30, 2025.

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

[APU Monrovia USD MOU_05272020.pdf](#)

4. 19/20-3065 - COLLECTIVE BARGAINING AGREEMENT

The Board of Education is requested to approve a 0.61% increase to salary and longevity schedules for Monrovia Teachers Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (C/CM) retroactively to July 1, 2019, as supported by the AB 1200 report.

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

[Public Disclosure of Proposed Collective Bargaining Agreement 05272020.pdf](#)

5. 19/20-3066 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA TEACHERS ASSOCIATION (MTA), CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS CHAPTER #20 AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to receive and approve two (2) Memorandum of Understandings (MOUs) between the Monrovia Unified School District and the Monrovia Teachers Association (MTA) and the California School Employees Association (CSEA) and its Chapter #20.

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

[MTA MOU 5_13_2020 for Board.pdf](#)

[CSEA COVID MOU 052020.pdf](#)

TECHNOLOGY - Charles Poovakan, Chief Technology Officer

6. 19/20 - 4027 – CONTRACT FOR E-RATE RELATED SERVICES WITH CSM CONSULTING, INC.

The Board of Education is requested to approve a one year contract renewal of the Professional Services Contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding year 24 (2020 - 2021).

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

[CSM Contract 052020.pdf](#)

7. 19/20 - 4029 - CHROMEBOOK EQUIPMENT PURCHASE

The Board of Education is requested to approve the purchase of Chromebooks to support digital programs and support digital literacy.

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond____

[Monrovia USD Dell Chromebook Quote.pdf](#)

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

8. 19/20-5048– BOARD POLICY 6157, DISTANCE LEARNING

The Board of Education is requested to receive for first reading Board Policy 6157, *Distance Learning*, as recommended by the California School Board Association.

[BP 6157 Distance Learning - First Reading 052720.pdf](#)

9. 19/20-5052 - RESOLUTION FOR FEDERAL EDUCATION FUNDING IN LIGHT OF IMPACTS ASSOCIATED WITH COVID-19 PANDEMIC

The Board of Education is requested to approve Resolution # 1920-24, advocating for federal funding to support educational institutions impacted by the COVID-19 pandemic.

Motion by _____, seconded by _____ Vote _____

Board Member Gililand_____, Board Member Lockerbie_____, Board Member Travanti_____

Board Member Wong_____, Board President Hammond_____

[Board Resolution for Federal Funding COVID 19 - 052720.pdf](#)

10. 19/20-5053 - BOARD DISCUSSION REGARDING 2020-21 SY

The Board of Education will begin discussions on the status of the 2020-21 school year and the potential changes to the traditional learning environment.

11. 19/20-5054 - 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 - 052720.pdf](#)

K. OLD BUSINESS

Next Regular Board Meetings:

- Wednesday, June 10, 2020; 7:00 p.m. - Regular Board of Education Meeting
- Wednesday, June 24, 2020; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Promotions & Graduations:

- CELC: May 29, 2020 @ 4pm
- Bradoaks ES: June 3, 2020 @ 8:15am
- Mayflower ES: June 3, 2020 @ 9am
- Monroe ES: May 29, 2020 @ 10am
- Plymouth ES : June 3, 2020 @ 10:30am
- Wild Rose SOCA: June 1, 2020 @ 9 am
- Clifton MS - June 1 & 2, 2020; 9am - 1pm
- Santa Fe CSMS - June 1 & 2, 2020; 9am - 1pm
- MHS - June 3, 2020; 3pm - 7pm

Summer School:

- Grades K-8: July 6 - July 31, 2020 (online)
- High School: June 11 - July 15, 2020 (online)

Please visit www.monroviashools.net for additional information.

Other Dates to Calendar:

- Last Day of School - June 3, 2020

M. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING



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

BOARD OF EDUCATION CLOSED SESSION

**Wednesday, May 13, 2020
 6:15 p.m. - Superintendent's Office**

BOARD OF EDUCATION OPEN SESSION

**Wednesday, May 13, 2020
 7:00 p.m. - Board Room**

ADOPTED MINUTES

CORONAVIRUS DISEASE (COVID-19) ADVISORY

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You may submit public comments via email before each meeting. Please send all public comments to publiccomments@monroviaschools.net, to be read during public comments, or at the items place on the agenda. Lengthy public comments may be summarized in the interest of time.

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

- 1) Cable T.V. Broadcast on KGEM (Spectrum Channel 99 or Giggle Fiber Channel 87-2)
- 2) Livestream online at www.foothillsmedia.org/MUSD

A. CONVENED REGULAR BOARD OF EDUCATION OPEN SESSION

- 1. Meeting was Called to Order at 6:15 p.m.
- 2. Public Comments for items on the Closed Session Agenda
There were none.

B. CONVENED BOARD OF EDUCATION CLOSED SESSION at 6:17 p.m.

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

C. RECESSED BOARD OF EDUCATION CLOSED SESSION at 7:10 p.m.

D. RECONVENED BOARD OF EDUCATION OPEN SESSION

- 1. Meeting called to order by Board President Hammond at 7:10 p.m.
- 2. Pledge of Allegiance

3. Roll Call:

Rob Hammond, President	Present	Katherine Thorossian, Superintendent	Present
Bryan J. Wong, Vice Pres.	Present	Sue Kaiser, Asst. Supt., Ed Services	Present
Maritza Travanti, Clerk	Present	Darvin Jackson, Asst. Supt., HR	Present

Selene Lockerbie, Member Present Connie Wu, Asst. Supt. of Bus. Svcs. Present
Ed Gililand, Member Present Charles Poovakan, Chief Tech. Officer Present
MHS Student Board Member Valerie Hernandez Excused

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

E. ORDER OF BUSINESS

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

Agenda Item #'s I.1, I.4, & I.5 were pulled. Agenda Item # I.13 was pulled from Consent and placed in Action under Board Business.

2. Approve the Minutes from the Regular Board of Education Mtg. of April 22, 2020.

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

BM Minutes - April 22, 2020

[BM Minutes - 042220.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. Board Member Reports

- **Board Member Travanti** thanked District staff for their hard work during this pandemic, specifically elementary, middle and high school administration. **Board Member Travanti** also thanked teachers for their creativity and flexibility in working in a virtual environment.

2. Student Board Member Report

3. Report from the Superintendent

- **Dr. Thorossian** provided a Distance Learning Update for the Board and community.

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

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

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

There were none.

2. Public Comments for items on the Open Session Agenda

There were none.

H. INFORMATIONAL REPORTS AND PRESENTATIONS

1. 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.

2. FACILITIES AND GROUND MAINTENANCE REPORT. (*Connie Wu, Asst. Supt. of Business Svcs.*). The Board of Education received an informational report on the latest projects and work of the Facilities and Ground Maintenance Department.

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: **Agenda Item #'s I.1, I.4, & I.5 were pulled. Agenda Item # I.13 was pulled from Consent and placed in Action.**

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. 19/20-1092 - 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 20-21 school year.

[Pear Deck 5-13-20.pdf](#)

PULLED

2. 19/20-1093 - 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 reimbursement for the employment of certificated and classified staff members and for the offering of specific credit recovery online courses during the summer of 2020.

[Citrus College MOU - Summer 2020.pdf](#)

3. 19/20-1094 - MEMORANDUM OF UNDERSTANDING WITH FOOTHILL FAMILY TO PROVIDE MENTAL HEALTH SERVICES

The Board of Education is requested to approve a Memorandum of Understanding with Foothill Family to provide mental health services to identified students in the Monrovia Unified School District from May 31, 2020 through June 30, 2021.

[Foothill Family MOU 5-13-20.pdf](#)

4. 19/20-1095 - AGREEMENT WITH EXPLORE LEARNING, LLC

The Board of Education is requested to approve an Agreement with ExploreLearning, LLC for premium access to Reflex and Gizmo for the 20-21 school year.

[Explore Learning 5-13-20.pdf](#)

PULLED

5. 19/20-1100 - CONTRACT BETWEEN NEARPOD, INC. AND THE MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Contract between Nearpod, Inc. and the Monrovia Unified School District from July 27, 2020 to July 26, 2021.

[Nearpod Renewal 5-13-20.pdf](#)

PULLED

6. 19/20-1101 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning

the award, allocation, and required use of funds confirmed in the California Career Technical Education Incentive Grant (CTEIG) from July 1, 2020 through December 31, 2021.

[Azusa CTEIG MOU 5-13-20. pdf](#)

BUSINESS SERVICES

7. 19/20-2137 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$247,572.99 issued April 3, 2020 through April 17, 2020, and payments in the amount of \$549,709.24 issued April 9, 2020 through April 29, 2020.

[BA Item 2137\(b-e\) Purchase Order Rpt 5-13-20.pdf](#)

8. 19/20-2138 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 39 through No. 40 deposited April 23, 2020 through May 4, 2020 for a total amount of \$375,735.64.

[BA Item 2138\(b\) Deposit Reports #39 and #40 5-13-20.pdf](#)

9. 19/20-2139 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2139\(b\) Budgetary Transfer 5-13-20.pdf](#)

10. 19/20-2140- ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-17.

[Acceptance of Gifts #1920-17 05-13-20.pdf](#)

11. 19/20-2141 - CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM

The Board of Education is requested to approve a contract with the Los Angeles County Office of Education (LACOE) to provide financial system services to the District for fiscal year 2020-21.

[PeopleSoft Agreement - 2020-21.pdf](#)

HUMAN RESOURCES

12. 19/20-3062 - PERSONNEL ASSIGNMENTS

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

[2020-05-13 Personnel Report 18.pdf](#)

BOARD BUSINESS

14. 19/20-5047– BOARD BYLAW 9124, *CLERK*

The Board of Education is requested to receive for approval Board Bylaw 9124, *Clerk*, as recommended by the California School Board Association.

[9124 BB - May 13, 2020 \(2nd Reading\). pdf](#)

J. ACTION ITEMS (Non-Consent)

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

1. 19/20-1096 - MONROVIA COMMUNITY ADULT SCHOOL 2020 GRADUATES

The Board of Education is requested to approve the Monrovia Community Adult School students for graduation.

**Motion by Board Member Gililland to approve items J.1, J.2, J.3 & J.4 with one motion ,
seconded by Board Member Lockerbie, Vote 5-0**

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

2. 19/20-1097 - CANYON OAKS HIGH SCHOOL 2020 GRADUATES

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

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

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

[Graduates COHS 5-13-20.pdf](#)

3. 19/20-1098 - MOUNTAIN PARK SCHOOL 2020 GRADUATES

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

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

[Graduates Mtn Pk 5-13-20.pdf](#)

4. 19/20-1099 - MONROVIA HIGH SCHOOL 2020 GRADUATES

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

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

[Graduates List MHS 5-13-20.pdf](#)

5. 19/20-1102 - MEMORANDUM OF UNDERSTANDING BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between the Azusa Unified School District and the Monrovia Unified School District concerning the award, allocation, and required use of funds confirmed in the K-12 Strong Workforce Program Grant (K12 SWP). This grant program covers the time period from July 1, 2019 through December 31, 2022. Allocation of funds will begin approximately June, 2020.

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

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

[Azusa K12 Strong Workforce MOU 5-13-20.pdf](#)

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

6. 19/20-2143 - PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

The Board of Education is requested to receive for public disclosure, as required by AB 1200, the summary of a tentative agreement with the Monrovia Teachers' Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (CCM) for 2018-19 and 2019- 20.

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

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

7. 19/20-3061 - RESOLUTION IN HONOR OF MONROVIA "CLASSIFIED EMPLOYEE WEEK"

The Board of Education is requested to adopt Resolution 1920-22, declaring May 18 through May 22, 2020, as "Classified School Employee Week," and all citizens are urged to participate in observances that express their appreciation for classified employees.

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

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

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

I.13 19/20-5040 – BOARD POLICY 3516, EMERGENCIES AND DISASTER PREPAREDNESS PLAN, AND ACCOMPANYING ADMINISTRATIVE REGULATION

The Board of Education is requested to adopt Board Policy 3516, *Emergencies and Disaster Preparedness Plan*, and its accompanying Administrative Regulation.

- Board member Gililand recommended additional edits be made to the Board policy before approval. Board member Gililand proposed these be made and the policy be brought back under Consent at the next meeting.

[3516 BP - Second Reading 051320.pdf](#)

[3516 AR - Second Reading 051320.pdf](#)

8. 19/20-5049 - BOARD DISCUSSION ON PERSONAL PROTECTIVE EQUIPMENT (PPE) REQUIREMENTS AT SOCIAL GATHERINGS

The Board of Education discussed the requirements surrounding personal protective equipment (PPE) at social gatherings as suggested by the Los Angeles County Department of Health.

9. 19/20-5050- PENDING BOARD ISSUES

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

[Pending Board Issues - 051320.pdf](#)

- Dr. Thorossian proposed a CSBA penned resolution in support of COVID-19 federal funding be brought back for Board approval at the next Board meeting.

K. OLD BUSINESS

Next Regular Board Meetings:

- Wednesday, May 27, 2020; 7:00 p.m. - Regular Board of Education Meeting
- Wednesday, June 10, 2020; 7:00 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

Other Dates to Calendar:

- Memorial Day Holiday - May 25, 2020

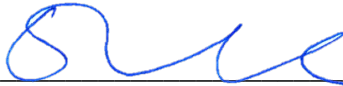
M. Board President Hammond RECESSED the REGULAR BOARD OF EDUCATION OPEN SESSION MEETING in memory of Charles Gosewisch at 9:26 p.m.

N. RECONVENED REGULAR BOARD OF EDUCATION CLOSED SESSION at 9:27 p.m.

O. ADJOURNED REGULAR BOARD OF EDUCATION CLOSED SESSION at 10:03 p.m.

P. RECONVENED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 10:04 p.m.

Q. ADJOURNED REGULAR BOARD OF EDUCATION OPEN SESSION MEETING at 10:04 p.m.



Dr. Katherine Thorossian, Superintendent & Secretary to the Board



Maritza Travanti, Board Clerk

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

1. 19/20-1091 - DnA SOFTWARE SERVICES AGREEMENT WITH ILLUMINATE EDUCATION, INC.

RECOMMENDATION

The Board of Education is requested to approve a DnA (Data and Assessment) Software Services Agreement with Illuminate Education, Inc. for a student data and assessment management from July 1, 2020 through June 30, 2023.

Rationale:

The Monrovia Unified School District has utilized Illuminate as a web-based benchmark assessment and test questions for elementary and secondary core subjects (math, English, science, social science) since 2014. This agreement continues the use of Illuminate for our DnA student data and assessment management, use of the INSPECT Item Bank and Pre-built Assessments, and adds the automated grading software feature.

Budget Implication (\$ Amount):

The cost for the three years is as follows: year one is \$6.64 per student (\$35,470.88), year 2 is \$7.14 per student (\$38,141.88), and year 3 is \$7.39 per student (\$39,477.38) based on CBEDs and will be covered by Lottery allocations.

Legal References:

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

Additional Information:

A copy of the Agreement is attached.

ATTACHMENTS

- [Illuminate Contract 5-27-20.pdf](#)



Client Order

Q-74983

6531 Irvine Center Drive Suite 100
 Irvine, California 92618
 (949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/13/2020
 Valid Through: 6/30/2020
 Prepared By: Alina Gonzalez
 Start Date: 7/1/2020
 End Date: 6/30/2023
 Quote Term: 36

Customer: Monrovia Unified School District
 Address: 325 E Huntington Dr
 Monrovia, California 91016-3585
 Contact: Jill Plaza
 Phone: 626-471-2000 x2010

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,342	DnA Licenses	Per Student Licenses - Illuminate Data and Assessment™	\$4.64	\$24,786.88
5,342	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
5,342	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.00	\$10,684.00
Year 1 Subtotal:				\$35,470.88
Year 1 Grand Total:				\$35,470.88

Year 2

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,342	DnA Licenses	Per Student Licenses - Illuminate Data and Assessment™	\$4.64	\$24,786.88
5,342	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
5,342	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.50	\$13,355.00
Year 2 Subtotal:				\$38,141.88
Year 2 Grand Total:				\$38,141.88

Year 3

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,342	DnA Licenses	Per Student Licenses - Illuminate Data and Assessment™	\$4.64	\$24,786.88
5,342	Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
5,342	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$14,690.50
Year 3 Subtotal:				\$39,477.38
Year 3 Grand Total:				\$39,477.38

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order. **17**

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

**Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618**



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "**Fees**".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

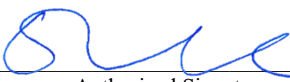
By: _____
Authorized Signature

Name: Dick Davidson

Title: Chief Financial Officer

Date: _____

CLIENT: Monrovia Unified School District

By:  _____
Authorized Signature

Name: Katherine Thorossian

Title: Superintendent

Date: 5/27/2020

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

2. 19/20-1095 - AGREEMENT WITH EXPLORE LEARNING, LLC

RECOMMENDATION

The Board of Education is requested to approve an Agreement with ExploreLearning, LLC for premium access to Reflex and Gizmos for the 2020-21 school year.

Rationale:

ExploreLearning offers two platforms utilized by our elementary and secondary schools – Reflex and Gizmos. Reflex is interactive and adaptive for mastering basic facts in addition, subtraction, multiplication and division, helping students quickly gain math fact fluency and confidence, while allowing educators and parents to monitor progress and celebrate success. Reflex is utilized at all elementary schools to support mastery of math standards. Gizmos is an interactive online program for math and science aligned to the latest standards help educators bring powerful learning experiences to the classroom. Gizmos use an inquiry-based approach to learning that has been validated by extensive research as a highly effective way to build conceptual understanding, giving students something to graph, measure, and compare. Gizmos will be utilized as supplemental bridge materials of the Next Generation Science Standards (NGSS) to help students in grades 4-8 prepare for the California Science Test (CAST).

Budget Implication (\$ Amount):

The cost for Reflex for a one year license is \$16,475 will be paid from site's Title I funds, and Gizmo's is \$7,406.25 and will be paid from district 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 ExploreLearning Agreement is attached.

ATTACHMENTS

- [Explore Learning 5-13-20.pdf](#)



ExploreLearning Gizmos and Reflex
For: MONROVIA UNIFIED SCHOOL DIST

Presented to: Jill Marie Plaza
By: Alice Kelly
Presented on: April 13, 2020
Proposal Expires on: July 31, 2020

Quantity	Product	Months	Total
5 Sites	Reflex Site License for all targeted students at a school. Priced per site. Discounted Price is \$2965.50 per school (7/1/20-6/30/21)	12	\$16,475.00
1975 Students	District Gizmos Department License for Science teachers only. Priced per student. \$3.75 per student (7/1/20-6/30/21)	12	\$7,406.25
1 Package	Gizmos Professional Development - One (1) onsite training day (up to 6 hours) for up to 25 participants.		\$0.00
1 Package	Reflex Professional Development - Four (4) webinars for up to 40 participants.		\$0.00

Subtotal: \$23,881.25
Discount: (\$2,883.12)
Total: \$20,998.13

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: explorellearning.com and reflexmath.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps

Please contact Alice Kelly at 866-882-4141, ext. 320 or alice.kelly@explorellearning.com for more information on any aspect of this proposal (#Q-128689).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorellearning.com

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email Address: _____

Phone: _____

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: _____

of Teachers who are new to the product: _____

of Teachers who are experienced with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING GIZMOS ACCOUNT.

By creating an account or subscribing to ExploreLearning.com, you agree to the terms and conditions of use set forth below.

This Agreement is a legal document that governs the terms and conditions of your subscription to ExploreLearning.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Gizmos. ExploreLearning reserves the right to change these terms and conditions at any time.

ExploreLearning Gizmos are offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

REGISTERING AND USING EXPLORELEARNING

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password). Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ExploreLearning.com .

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the ExploreLearning website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any telecommunications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

BILLING POLICIES

1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - o Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - o Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
 - o Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - o Wire Transfers: Call (866) 882-4141 option 2 or e-mail support@ExploreLearning.com for more information
3. Revision of Subscription Fees. ExploreLearning reserves the right to change the amount of, or basis for determining, any fees or charges for the ExploreLearning service, and to institute new fees or charges effective upon prior notice, by posting such changes on the ExploreLearning site, and by sending e-mails to Users.

4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com , fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the site. A refund must be requested in writing within 30 days of purchase of your account and the account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the username, full name of subscriber, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an account with heavy usage, except for problems accessing the service. Refunds will be issued according to the original payment method.

Billing Security.

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

ADMINISTERING THE SERVICE

ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

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Linking to and framing the Website: You may create and publish links to the ExploreLearning.com homepage at <http://www.ExploreLearning.com/>. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by ExploreLearning; and (e) knowingly use or permit any others to use any facilities or services of ExploreLearning or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for ExploreLearning Content, ExploreLearning does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the ExploreLearning Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, ExploreLearning. ExploreLearning neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

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PRIVACY

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SUBMISSIONS

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DISCLAIMER OF WARRANTIES

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NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXPLORELEARNING OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

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OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL EXPLORELEARNING'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING EXPLORELEARNING.

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REMEDIES FOR BREACH

In the event that ExploreLearning determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other ExploreLearning service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that ExploreLearning deems appropriate.

MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if MUSD is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under Texas law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Dallas, Texas, and venue for the action shall be Dallas, Texas; and (ii) if ExploreLearning, LLC is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in Los Angeles County, California, and venue for the action shall be Los Angeles, California, where Customer is located.

. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration.

ExploreLearning makes no representation that materials on ExploreLearning are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from ExploreLearning are further subject to United States export controls. No materials from ExploreLearning may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

ExploreLearning may assign its rights and obligations under this Agreement and upon such assignment ExploreLearning may be relieved of any further obligation hereunder. You represent to ExploreLearning that you have the authority to subscribe to and/or use ExploreLearning according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

ACCEPTANCE

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: support@ExploreLearning.com .

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

3. 19/20-1100 - CONTRACT BETWEEN NEARPOD, INC. AND THE MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to approve a Contract between Nearpod, Inc. and the Monrovia Unified School District from July 27, 2020 to July 26, 2021.

Rationale:

The iCoaches have been perfecting their use of Nearpod for the past several years, many earning advanced certification as Nearpod trainers. They have helped other teachers learn how to use the program to create high interest, interactive lessons. The response by teachers has been overwhelmingly positive. This contract will expand the implementation of Nearpod beyond the iCoaches to all classroom teachers, as well as adding specialized content for English learners.

Background:

Nearpod licenses allow teachers access to expansive library of interactive lessons that integrate the daily use of the classroom Chromebooks. Teachers also have the ability to create their own lessons using the same features, such as virtual field trips, 3D objects, quizzes, polls, and open ended questions. Nearpod includes Digital Citizenship curriculum.

Budget Implication (\$ Amount):

The cost for the Nearpod licenses will be \$44,990 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 Contract is attached.

ATTACHMENTS

- [Nearpod Renewal 5-13-20.pdf](#)

Sales Order For:

Jennifer Maljian
 MONROVIA UNIFIED
 325 EAST HUNTINGTON DR.
 MONROVIA, California 91016
 UNITED STATES

Nearpod Contact:

Roxanne Rodriguez
 1855 Griffin Rd. Suite A-290
 Dania Beach, FL 33004

Service Start: 07/27/2020 Service End: 07/26/2021

Description	Quantity	Total
<p>Nearpod District License</p> <p>including access to the Nearpod Lesson Library featuring thousands of ready to run lessons.</p> <p>Access to Nearpod's growing College and Career Exploration offering.</p> <p>Access to Nearpod's expanding Digital Citizenship and Literacy program featuring Common Sense Education.</p>	<p>District-Wide Access</p>	<p>\$38,995.00</p>
<p>Nearpod for English Learners: Specialized K-12 content for English Learners across all grades and subjects.</p>	<p>District-Wide Access</p>	<p>\$5,995.00</p>
<p>One day of training (up to 6 hours) where a Nearpod Trainer will be onsite delivering the determined agenda to up to 30 participants.</p>	<p>1</p>	<p>(\$2500.00)</p>
	<p>Total</p>	<p>(USD) \$44,990.00</p>

Terms

This Sales Order is valid until: 06/30/2020

Service runs from 07/27/2020 until 07/26/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$44,990.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.

Education List Pricing is only available for PreK-12 Education customers.

Please submit this price quote attachment with your Purchase Order.

Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod Services described herein and is governed by the Terms and Conditions available online at: <https://nearpod.com/terms-conditions> and the Privacy Policy available online at: <https://nearpod.com/privacy-policy>.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Name:

Katherine Thorossian

Signature:



Date:

5/27/2020

Tax Exempt #:

Purchase Orders should be addressed to:

Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: roxanner@nearpod.com
or
FAX: +1 305-655-1999

Nearpod School and Customer Terms and Conditions (“Terms”)

By agreeing to use the Nearpod Services, tools to create and curate interactive multimedia lessons that can contain quizzes, polls, videos, images, and web content (“Content Tool”), access reports with student answers, assessments and activities (“Reporting Tool”) and manage individual users, share presentations and obtain usage statistics (“Admin Tool”), you (“Customer”) agree to the Terms below. Nearpod and Customer shall be referred to collectively as the Parties.

If your state laws require additional privacy addendums/forms, please email privacy@nearpod.com .

1. Grant of Rights

1.1 Nearpod grants to Customer a limited, non-sublicensable, non-transferable license and right to use, reproduce, distribute, publicly perform, and display the Nearpod Services for the number of users set forth in the Sales Order. In addition, Customer may create derivative works as described in Section 1.2 below. Nearpod hereby reserves all rights in and to the Nearpod Services not expressly granted in this Agreement.

1.2 Customer’s users can use the Content Tool to create customized interactive multimedia lessons for use with the Reporting Tool and Admin Tool (“Customer Content”).

1.3 Nearpod may provide physical items, such as hardware items, marketing materials, t-shirts and other tangible goods to the Customer (“Physical Goods”). There are no fees associated with the Physical Goods. Physical Goods are provided solely for promotional purposes and Nearpod is not under any obligation to support, maintain, repair or replace such Physical Goods.

2. Customer Obligations and Restrictions

2.1 Customer will not (i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component

of the Nearpod Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, except as expressly provided in Section 1.2 or with the prior written consent of Nearpod; (iii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights hereunder; (iv) remove any title, trademark, copyright or restricted rights notices or labels from the Nearpod Services or related documentation and (v) share accounts or passwords with anyone. Nearpod takes privacy seriously. As such, if a Customer administrator learns that the users are sharing accounts, Customer must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, Customer must notify Nearpod at privacy@nearpod.com within twenty-four (24) business hours. Allocated accounts may be reassigned to accommodate Customer's users changes upon notice to Nearpod during the Subscription Period.

2.2 Customer shall be responsible for (i) internet connectivity needed to access the Nearpod Services, (ii) its users' compliance with this Agreement and the Nearpod Privacy Policy (www.nearpod.com/privacy-policy) and (iii) be responsible for Customer Content. Customer will not (w) use the Nearpod Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Nearpod Services to store or transmit malicious code, (y) interfere with or disrupt the integrity or performance of the Nearpod Services or third party data contained therein, or (z) attempt to gain unauthorized access to the Nearpod Service or its related systems or networks.

3. Pricing and Payment Terms

3.1 Payment. Customer agrees to pay Nearpod fees in accordance with the amounts and dates specified on the Sales Order. Fees paid are non-refundable. If a credit card is used to make a purchase for more than \$5,000.00 dollars, a credit

card fee will be assessed.

3.2 Taxes. If Nearpod has the legal obligation to pay or collect taxes for which Customer are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod performance under this Agreement, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Nearpod with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 Suspension of Services. If any amount owed by Customer is thirty (30) days or more overdue, Nearpod may, with ten (10) business days' prior written notice to Customer, without limiting Nearpod's other rights and remedies, suspend access to the Nearpod Services until such amounts are paid in full.

4. Rights to Data

4.1 As between Nearpod and Customer, Customer owns all right, title and interest in and to Customer Content and Customer's Confidential Information. Customer grants Nearpod the irrevocable, perpetual, worldwide, sublicensable, transferable, right to use Customer information solely on an aggregated and anonymized basis ("Aggregated Data"). Nearpod represents and warrants it will not use personal information for third party marketing.

4.2 Nearpod will use commercially reasonable efforts to keep Customer data confidential and maintain a security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against unauthorized access or use through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

4.3 Customer designates Nearpod a "school official" within the meaning of FERPA. Nearpod will be under the direction of Customer with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Nearpod may use personally identifiable information and education records only as set forth under the Agreement.

5. Warranty

5.1 Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms and (iv) it will comply with all applicable laws, statutes, regulations or rules, without limitation, the Family Educational Rights and Privacy Act (“FERPA”) and the Protection of Pupil Rights Amendment (“PPRA”) (collectively, “Laws”).

5.2 EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 5, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NEARPOD SERVICE, THE DOCUMENTATION, PHYSICAL ITEMS AND ALL SERVICES PERFORMED BY NEARPOD ARE PROVIDED “AS IS,” AND NEARPOD DISCLAIMS ANY AND ALL OTHER PROMISES, INDEMNITIES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY. NEARPOD DOES NOT WARRANT THAT THE NEARPOD SERVICE OR ANY OTHER SERVICES PROVIDED BY NEARPOD WILL MEET Customer’S REQUIREMENTS OR THAT THE OPERATION OF THE NEARPOD SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6. Indemnity.

6.1 Nearpod shall indemnify defend and hold Customer harmless from any third party claim that the Nearpod Products infringe the intellectual property rights of any third party.

6.2 Customer shall indemnify defend and hold Nearpod harmless from any third party claim that the Customer Content infringe the intellectual property rights of any third party.

6.3 The indemnified party will: (i) provide the indemnifying party with reasonably prompt notice of any claims; (ii) provide the indemnifying party with reasonable information and assistance to help the indemnifying party defend any claims at the indemnifying party's expense. Any indemnified party will have the right to employ separate counsel at its own expense.

7. Confidentially.

7.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (iv) to the extent practicable, return, or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement.

7.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (i) is publicly

available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permitted by law, the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

8. Limitation of Liability.

NEARPOD'S AGGREGATE LIABILITY TO THE Customer, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID OR DUE FOR THE NEARPOD SERVICES DURING THE TWELVE MONTHS PRIOR TO WHICH THE INCIDENT RELATES. NEARPOD SHALL NOT BE LIABLE TO Customer FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST INCOME, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGES FOR GOODWILL, PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OR IN ANY WAY RELATED TO THIS AGREEMENT, THE USE OR THE INABILITY TO USE THE NEARPOD SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM. THESE LIMITATIONS WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE.

9. Termination.

9.1. This Agreement shall commence on the Effective Date and continue in effect for the period set forth on the Sales Order ("Initial Term") unless terminated pursuant to Section 9.2. Thereafter, this Agreement shall be automatically renewed for additional terms.

9.2 This Agreement may be terminated by either Party if the other party fails to cure a material breach of the Agreement within thirty (30) days after receipt of written notice of such breach. If the Customer has experienced a reduction in its budget allocated to classroom services, it may terminate this Agreement, provided: (a) the Customer may terminate any current Year; and (b) the Customer must provide Nearpod with written evidence of the budget reduction. In such instance, Nearpod, in its sole discretion, may enter into negotiations with the Customer to revise this Agreement.

9.3 Effect of Termination. Upon expiration or termination of this Agreement, (i) all rights to use the Nearpod Services shall cease, (ii) Nearpod shall discontinue the provision of the Nearpod Services, and (iii) Customer shall immediately pay any outstanding invoices. In addition, Sections 2, 3, 4, 7, 8, 9 and 10 will survive any termination or expiration of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and merges all prior and contemporaneous oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement.

10.2 Independent Contractors. In making and performing this Agreement, Customer and Nearpod act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or

implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

10.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. The contact information used on the Sales Order will be used for notice purposes to the Customer. For notice to Nearpod, please contact:

10.4 Amendments; Modifications. This Agreement may not be amended or modified except as mutually agreed by authorized representatives of both Parties.

Nearpod:

Nearpod Inc.

Attn: Legal Department

1855 Griffin Rd., A290

Dania Beach, FL 33004

notices@nearpod.com

10.5 Assignment; Delegation. Customer shall not assign any of its rights or delegate any of its duties under this Agreement, including by operation of law or otherwise, without the express, prior written consent of Nearpod, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect provided that Nearpod may subcontract with third parties for the performance of the Services.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in the performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, but not limitation, Acts of God, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Governing Law. This Agreement and any dispute hereunder will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof. The parties agree to the exclusive jurisdiction for any dispute arising hereunder shall be the state and federal courts located in Miami-Dade County, Florida. The parties acknowledge that a breach of this Agreement by either Party may cause irreparable injury to the other for which monetary damages would not be an adequate remedy and, therefore, will entitle the aggrieved party to seek injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

10.11 Publicity. Nearpod may advertise, publicly announce, or provide to any other person, information relating to the existence of this Agreement or use Customer's name in any format for any promotion, publicity, or marketing of the Nearpod Services.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

Last updated: May 16, 2019.

Effective Date: June 27, 2019.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: 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 not 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.

Other (see instructions) ▶ _____

4 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A-290

6 City, state, and ZIP code
Dania Beach, FL 33004

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

or

Employer identification number

4	6	-	0	9	9	3	6	7	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here Signature of U.S. person ▶ *Stevine Aux of France* Date ▶ *1/15/2019*

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.

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-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: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

4. 19/20-1103 - MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE TO PROVIDE MENTAL HEALTH SERVICES

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding with Jewish Family Service to provide mental health services to identified students in the Monrovia Unified School District from July 1, 2020 through June 30, 2021.

Rationale:

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

Budget Implication (\$ Amount):

There is no direct cost to the District.

Legal References:

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

Additional Information:

Copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [Jewish Family Service MOU 5-27.20.pdf](#)



A family of services.
A family that serves.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

JEWISH FAMILY SERVICE

AND

MONROVIA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by the above parties and shall commence on **July 1, 2020** and continue through **June 30, 2021**. Either party, however, may modify, amend, or terminate this MOU with thirty (30) days written notice.

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

I. PURPOSE

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

II. GOAL

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

III. SERVICES PROVIDED

Jewish Family Service will:

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

District will:

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

IV. COMPLIANCE WITH LEGAL REQUIREMENTS:

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

V. CONFIDENTIALITY

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

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

VI. PROVIDER'S AND SUBPROVIDER'S INSURANCE.

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

VII. HOLD HARMLESS AGREEMENT.

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

VIII. PERMITS AND LICENSES

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

IX. LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE:

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

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

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

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

X. OPERATIONAL AND PROCEDURAL DETAIL

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

XI. ATTORNEYS' FEES

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

XII. GOVERNING LAW

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

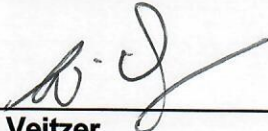
EFFECTIVE DATE OF AGREEMENT

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

JEWISH FAMILY SERVICE

3580 Wilshire Blvd. Suite 700
Los Angeles, CA 90010

Tel: (213) 260-7900



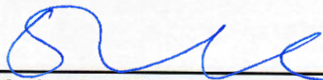
Eli Veitzer
President and CEO

5-6-20
DATE

MONROVIA UNIFIED SCHOOL DISTRICT

325 East Huntington Drive
Monrovia, CA 91016

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



Katherine Fundukian Thorossian
Superintendent

5/27/2020
DATE

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

5. 19/20-2144 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$224,797.31 issued April 17, 2020 through May 1, 2020, and payments in the amount of \$5,282,673.09 issued April 30, 2020 through May 12, 2020.

Rationale:

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

Background:

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

Budget Implication (\$ Amount):

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

Legal References:

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

Additional Information:

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

ATTACHMENTS

- [BA Item 2144\(b-e\) Purchase Order Rpt 5-27-20.pdf](#)

May 11 2020

SUBMITTED FOR RATIFICATION: May 27, 2020

PRINTED: April 17 2020 – May 01 2020

Purchase Order: P20-1467 – P20-1512

Purchase orders printed out of sequence: P20-1468

Change Orders: P20-1278, P20-1469

Purchase orders excluded from sequence: None

Fund Summary

General Fund (01)	\$154,972.54
Adult Education Fund (11)	\$23,259.33
Child Development Fund (12)	\$314.24
Cafeteria Fund (13)	\$477.85
Deferred Maintenance Fund (13)	\$45,150.00
Enterprise Fund (63)	\$623.35
Total.....\$	<u>224,797.31</u>

RECOMMENDED: May 27, 2020

Includes Purchase Orders dated 04/17/2020 - 05/01/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-1467	AWP	0005	Motivational banners / superhero teacher signs	01-4310	554.96
P20-1469	MISSION PAVING & SEALING, INC. DOUG SWEENEY	0047	Santa Fe Patch & Seal Asphalt	14-5630	45,150.00
P20-1470	DEMCO	0003	library materials	01-4350	27.89
P20-1471	SEI Security Education Inst	0010	Security Training	11-5810	22,296.00
P20-1472	U.S. POSTMASTER / POST-OFFICE	0040	Postage to Mail MHS Report Cards	01-5920	739.22
P20-1473	SHANON FITZPATRICK	0028	Reimbursement/Art Supplies-Masterpiece Murals	01-4390	493.62
P20-1474	JAN'S TOWING, INC	0049	Towing of Grounds Truck #37	01-5890	500.00
P20-1475	IRWINDALE INDUSTRIAL MEDICAL C LINIC	0010	Testing for Medical Students	11-5890	925.00
P20-1476	Enrich LA	0014	Edible Garden at Mayflower	01-5630	4,730.00
P20-1477	IMPRINTABILITY JENNIFER STONE	0006	Imprintability: Staff T-Shirts	01-4390	998.64
P20-1478	REVOLVING CASH FUND - CELC	0165	Petty Cash 19/20	12-4310	314.24
P20-1479	AWP	0005	PBIS banner english/spanish	01-4310	245.28
P20-1480	IMPRINTABILITY JENNIFER STONE	0010	Business Cards	11-5891	38.33
P20-1481	LAMINATION DEPOT	0008	laminating film	01-4390	106.39
P20-1482	ETE Factory Outlet	0014	Weight Room Equipment for MHS	01-4390	11,858.01
				01-4490	17,461.41
P20-1483	OFFICE DEPOT	0014	TUPE-MHS MCAN Supplies	01-4390	149.27
P20-1484	AMAZON.COM	0025	Walkie Talkies for the Monroe Village site	01-4390	60.21
P20-1485	AMAZON.COM	0005	Instructional supplies	01-4310	16.98
P20-1486	Follett School Solutions	0007	Reading Books for Santa Fe Students	01-4210	7,266.42
P20-1487	IMPRINTABILITY JENNIFER STONE	0007	TShirts for SF Staff - Every Cougar Counts	01-4310	1,180.41
P20-1488	Follett School Solutions	0007	Library books for SF students	01-4210	847.11
P20-1489	HILLSIDES EDUCATION CENTER	0015	Basic Education Services for Sp Ed Student	01-5110	4,501.80
				01-5810	17,460.00
				01-5850	7,540.00
P20-1490	LEROY HAYNES CENTER	0015	Educational Services for Sp Ed Student	01-5810	23,422.78
P20-1491	STS Education	0022	Refurbished Chromebooks	01-4340	18,239.02
P20-1492	HOME DEPOT	0008	Science Supplies	01-4310	57.93
P20-1493	HOME DEPOT	0007	Extension Cords for School Use	01-4310	145.78
P20-1494	RAY ALARCON	0005	Reimbursement of expenditures - custodial supplies	01-4370	21.40
P20-1495	OFFICE DEPOT	0005	Parchment ppr 5th grade promotion certificates	01-4390	22.04
P20-1496	OFFICE DEPOT	0005	Printing supplies - Address labels	01-4310	59.51

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

ESCAPE ONLINE

Page 1 of 3

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Includes Purchase Orders dated 04/17/2020 - 05/01/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P20-1497	REVOLVING CASH FUND - BUS. SVC	0006	Petty Cash receipts - Cliftom MS	01-4310	80.81
				01-4370	63.45
				01-4390	150.00
P20-1498	Halo Branded Solutions	0012	MUSD Jackets for Board Members	01-4390	584.20
P20-1499	DEMCO	0008	library supplies	01-4390	582.62
P20-1500	Teacher Synergy LLC	0015	Curriculum for TPP Program	01-4310	670.00
P20-1501	DAKTRONICS ATTN: LORI HENSLEY	0008	Scoreboard and Console	01-6170	5,498.29
P20-1502	Music and Arts	0028	Instrument Supplies for Santa Fe Middle School	01-4310	141.38
P20-1503	PESI REHAB	0014	Online Registration	01-5220	149.99
P20-1504	AMAZON.COM	0001	Maker SPace Materials	01-4310	1,842.21
P20-1505	AMAZON.COM	0005	Instructional supplies	01-4310	271.15
P20-1506	REVOLVING CASH FUND - BUS. SVC	0028	Petty Cash for LKT PAC	63-4390	500.00
P20-1507	ALEXANDRA PELAYO	0052	Reimbursement for Supplies Needed Due to COVID-19	13-4390	477.85
P20-1508	College Entrance Exam Board	0008	PSAT Testing Fees	01-5890	8,905.00
P20-1509	ALEXANDRA PELAYO	0052	Reimburse for Catering Purchases	63-4710	123.35
P20-1510	GALE SUPPLY	0050	Restock	01-4391	1,962.45
P20-1511	Low Cost RX LLC	0050	Nurse Supplies	01-4391	2,998.80
P20-1512	WAXIE ENTERPRISES, INC.	0050	Restock	01-4370	6,613.02
Total Number of POs				45	
				Total	219,044.22

Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	37	149,219.45
11	Adult Education Fund	3	23,259.33
12	Child Development Fund	1	314.24
13	Cafeteria Fund	1	477.85
14	Deferred Maintenance Fund	1	45,150.00
63	Enterprise Fund	2	623.35
		Total	219,044.22

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 04/17/2020 - 05/01/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P20-0087	11,000.00	01-4360	General Fund/Vehicle Supplies/Parts	10,000.00-
P20-1149	3,500.00	01-4360	General Fund/Vehicle Supplies/Parts	1,000.00-
			Total PO Changes	11,000.00-

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 3 of 3

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL
May 27, 2020**

ACCOUNTS PAYABLE:

DATE ISSUED: April 30, 2020 through May 12, 2020

Batch Numbers: 1475-1485 \$ 317,242.91

PAYROLL:

FOR THE MONTH OF: April, 2020

Certificated Salaries and Wages	\$	2,505,637.16	
Classified Salaries and Wages	\$	1,038,669.97	
CalSTRS and CalPERS Contributions	\$	604,356.22	
Health & Welfare Contributions	\$	698,212.97	
Employer Payroll Taxes	\$	118,553.86	
Total Salary and Benefit:			\$ 4,965,430.18

TOTAL DISTRICT ACCOUNTS: \$ 5,282,673.09

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

6. 19/20-2145 - DISTRICT CASH RECEIPTS

RECOMMENDATION

The Board of Education is requested to receive District cash receipts; Deposit Report No. 41 through No. 42 deposited May 7, 2020 through May 19, 2020 for a total amount of \$305,151.51.

Rationale:

The District cash receipts are presented to keep the Board apprised of all monetary transactions not processed through wire transfers from the Department of Finance or the Los Angeles County Office of Education.

Background:

Budget Implication (\$ Amount):

Budget adjustments will be made if the funds received are not currently in the budget.

Legal References:

Additional Information:

A copy of Deposit Reports #41 and #42 are attached.

ATTACHMENTS

- [BA Item 2145\(b\) Deposit Rpt #41-#42 5-27-20.pdf](#)

DEPOSIT REPORT

5/7/2020

DEP #41

ACCOUNT	AMOUNT
11.0-63910.0-00000-00000-8590-0000000	<u>\$116,258.00</u>
Total	<u><u>\$116,258.00</u></u>

Ad Ed Block Grant/Claremont USD

Adult Education Fund

DEPOSIT REPORT

5/19/2020

DEP #42

ACCOUNT	AMOUNT	
13.0-53100.0-00000-37000-8220-0000000	\$ 83,549.58	Federal Reimb. SNP
13.0-53100.0-00000-37000-8220-0000000	80,664.80	Federal Reimb. SNP
13.0-53201.0-00000-37000-8220-0000000	24,540.52	Federal Reimb. CACFP
13.0-53204.0-00000-37000-8220-0000000	<u>138.61</u>	Federal Reimb. CACFP
Total	<u>\$188,893.51</u>	Food Services Fund

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

7. 19/20-2146 - 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 2146\(b\) Budgetary Transfer 5-27-20.pdf](#)

**FISCAL SERVICES DEPARTMENT
Fiscal Year 2019 - 2020**

Board Report:
Budget Revision

Board Meeting Date:
5/27/2020

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED LOCAL RESOURCES			
#90109.0 - DONATIONS			
WILD ROSE			
Books and Supplies	\$1,000.00	\$1,000.00	Budget Allocation
CLIFTON			
Books and Supplies	\$818.00	\$818.00	Budget Allocation
# 90125.0 - DONATIONS - PTA			
MONROE			
Books and Supplies	2,423.00	\$2,423.00	Budget Allocation
# 90210.0.0 - USE OF FACILITIES			
PLYMOUTH			
Books and Supplies	\$12.00	\$12.00	Budget Allocation
Total Restricted Local Resources	<u>\$4,253.00</u>	<u>\$4,253.00</u>	
<u>TOTAL BUDGET REVISION</u>	<u>\$4,253.00</u>	<u>\$4,253.00</u>	

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

8. 19/20-2147 - CUMULATIVE OBJECT SUMMARY REPORTS

RECOMMENDATION

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

Rationale:

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

Additional Information:

Copies of the final April 2020 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2147\(b\) Cumulative Object Summary Rpt. \(April\) 5-27-20.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,220,813.00	19,050,104.00	16,168,935.62	0.00	0.00	2,881,168.38	15.12
<i>Totals for Major Object 2000 - 2999</i>		6,149,593.00	6,222,645.00	4,733,174.02	0.00	0.00	1,489,470.98	23.94
<i>Totals for Major Object 3000 - 3999</i>		10,175,150.00	10,190,124.00	8,325,032.70	0.00	0.00	1,865,091.30	18.30
<i>Totals for Major Object 4000 - 4999</i>		394,407.00	497,174.00	326,679.51	89,723.77	0.00	80,770.72	16.25
<i>Totals for Major Object 5000 - 5999</i>		3,268,638.00	3,616,778.00	2,889,359.37	375,786.23	0.00	351,632.40	9.72
<i>Totals for Major Object 6000 - 6599</i>		0.00	0.00	0.00	35,926.24	0.00	-35,926.24	0.00
<i>Totals for Major Object 7100 - 7299</i>		29,000.00	29,000.00	50,405.94	20,000.00	0.00	-41,405.94	-142.78
<i>Totals for Major Object 7300 - 7399</i>		-1,205,225.00	-1,205,876.00	-22,022.89	0.00	0.00	-1,183,853.11	98.17
<i>Totals for Major Object 7610 - 7629</i>		74,289.00	74,289.00	74,289.17	0.00	0.00	-0.17	0.00
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		38,106,665.00	38,474,238.00	32,545,853.44	521,436.24	0.00	5,406,948.32	14.05

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	4,787,086.00	4,862,807.00	4,171,066.58	0.00	0.00	691,740.42	14.23
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	4,309,353.00	4,327,074.00	3,222,026.57	0.00	0.00	1,105,047.43	25.54
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	4,814,205.00	7,526,671.00	2,940,413.83	0.00	0.00	4,586,257.17	60.93
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	611,542.00	1,250,004.00	637,544.45	111,757.67	0.00	500,701.88	40.06
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	3,076,750.00	3,428,536.00	2,743,924.07	1,178,147.74	0.00	-493,535.81	-14.39
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	330,263.00	114,574.00	167,624.50	5,650.00	0.00	-58,700.50	-51.23
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	666,621.00	345,517.50	45,182.50	0.00	275,921.00	41.39
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	863,533.00	904,502.00	22,022.89	0.00	0.00	882,479.11	97.57
<i>Totals for Major Object</i>	<i>7610 - 7629</i>	134,136.00	134,136.00	0.00	0.00	0.00	134,136.00	100.00
<i>Total for Resource Range</i>	<i>20000.0 - 99999.9 R</i>	19,593,489.00	23,214,925.00	14,250,140.39	1,340,737.91	0.00	7,624,046.70	32.84

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	5/18/2020
Fiscal Year :	2020	Fund :01.0 - General Fund	Run Time	9:56:30 AM
To Period :	10	FINAL	MONTHLY	
Resource Range:	20000.0 - 99999.9 Restricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.0-General Fund</i>	57,700,154.00	61,689,163.00	46,795,993.83	1,862,174.15	0.00	13,030,995.02	21.12

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	2,887,076.00	2,780,154.00	1,527,753.12	0.00	0.00	1,252,400.88	45.05
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	421,418.00	453,458.00	258,606.22	0.00	0.00	194,851.78	42.97
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	1,023,672.00	1,070,268.00	642,374.98	0.00	0.00	427,893.02	39.98
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	511,539.00	416,332.00	289,329.57	22,188.84	0.00	104,813.59	25.18
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	1,460,734.00	1,554,227.00	770,000.31	109,919.31	0.00	674,307.38	43.39
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	30,000.00	32,510.86	2,073.89	0.00	-4,584.75	-15.28
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	6,304,439.00	6,304,439.00	3,520,575.06	134,182.04	0.00	2,649,681.90	42.03

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	5
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	5/18/2020
Fiscal Year :	2020	Fund :01.4 - S & C	Run Time	9:56:30 AM
To Period :	10	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.4-S & C</i>	6,304,439.00	6,304,439.00	3,520,575.06	134,182.04	0.00	2,649,681.90	42.03

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	0.00	0.00	6,000.00	0.00	0.00	-6,000.00	0.00
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	0.00	0.00	1,193.18	0.00	0.00	-1,193.18	0.00
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	0.00	96,300.00	49,502.32	2,479.08	0.00	44,318.60	46.02
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	0.00	79,067.00	64,246.40	0.00	0.00	14,820.60	18.74
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	26,602.00	30,933.74	9,000.00	0.00	-13,331.74	-50.12
<i>Total for Resource Range</i>	<i>00000.0 - 19999.9 U</i>	0.00	201,969.00	151,875.64	11,479.08	0.00	38,614.28	19.12

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	7
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	5/18/2020
Fiscal Year :	2020	Fund :01.6 - S & C - Carryover	Run Time	9:56:30 AM
To Period :	10	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Fund</i>	<i>01.6-S & C - Carryover</i>	0.00	201,969.00	151,875.64	11,479.08	0.00	38,614.28	19.12

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	8
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	5/18/2020
Fiscal Year :	2020	Fund :01.6 - S & C - Carryover	Run Time	9:56:30 AM
To Period :	10	FINAL	MONTHLY	
Resource Range:	00000.0 - 19999.9 Unrestricted Resources			

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Total for Distric</i>	<i>64790</i>	64,004,593.00	68,195,571.00	50,468,444.53	2,007,835.27	0.00	15,719,291.20	23.05

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

9. 19/20-2148- ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 1920-18.

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 #1920-18 05-27-20.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
 Acceptance of Gifts Report No. 1920-18
 Board Meeting 20200527

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Check	Monroe PTA	\$612.25	To be used for the purchase of playground balls and equipment	Dr. Lily Jarvis, Principal Monroe Elementary School	D0527116	Increases site donation account
2	Check	Monroe PTA	\$1,810.66	To be used for the purchase of two computers for the work room hub	Dr. Lily Jarvis, Principal Monroe Elementary School	D0527117	Increases site donation account
3	Tangible	Fellowship Monrovia	\$460.00	Five Graduation Cap and Gown Packages for Monrovia High School	Kirk McGinnis, Principal Monrovia High School		No cost to the district
4							
5							
6							
7							
8							
9							
10							

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

10. 19/20-2150- PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements report #14 for the Monrovia Unified School District.

Rationale:

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

Legal References:

Government Code 53060 and Board Policy 3600

Additional Information:

ATTACHMENTS

- [Professional Service Agmts #14.pdf](#)

Name/Company	Services	Effective Dates	Site	Amount	Funding
Ashley Skalsky	Tutoring Coordinator	06/01/20 – 06/30/21	Educational Svcs.	\$39,000.00	Supplemental & Concentration

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

11. 19/20-3063 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Monrovia Unified School District Board of Education is requested to approve Personnel Assignments Report #19.

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

- [2020-05-27 Personnel Report 19.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #19

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

A. Employments

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage	
1	Sondra Paige	Ramos	Principal	Employ	7/1/20	Wild Rose		G-00000.0	000303	39-5	100%

B. Supplemental Hours/Special Assignments

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
2	Peter	Davis	Teacher Summer School Integrated Math Teacher	6/11/20-7/15/20	MHS	NTE 144 hrs	C-07102.0	003365	\$32.00/hr	100%
3	Brian	Ilharreguy	TOSA - Inst Coach Summer Session Site Administrator	6/1/20-7/15/20	MHS	NTE 168 hrs	C-00601.0	003141	\$38.00/hr	100%
4 #	Kevin	Mercado	Teacher CTE Internship Coordinator	5/11/20-6/5/20	MHS	NTE 75 hrs	C-63870.0	003810	\$32.00/hr	100%

C. Leaves of Absences

First Name	Last Name	Classification	Action	Effective	Site
None					

D. Terminations

First Name	Last Name	Classification	Action	Effective	Site
5	Ophelia	Barajas	Teacher Retirement	7/31/20	MHS
6	Salvador	Perez	Teacher Retirement	6/30/20	MHS

E. Other

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
7 #	Carlos	Cuellar	Teacher Approve 6th Period Assignment	4/9/20-6/3/20	MHS		G-00000.0	001296	Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)	
8 #	Peter	Davis	Teacher Approve 6th Period Assignment	4/9/20-6/3/20	MHS		G-00000.0	001296	Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)	
9 #	Dana	Miranda	Teacher Approve 6th Period Assignment	4/9/20-6/3/20	MHS		G-00000.0	001296	Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)	

E. Other (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
10 #	Pamela	Thompson	Teacher	Approve 6th Period Assignment	4/9/20-6/3/20	MHS		G-00000.0	001296		Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)
11 #	Luis	Vazquez	Teacher	Approve 6th Period Assignment	4/9/20-6/3/20	MHS		G-00000.0	001296		Equivalent preparation time to take place outside the regular work day. Salary will increase 16.67%. (MTA contract)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #19

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

A. Employments

None

B. Leaves of Absence

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	#	Jennifer	De La O	Food Service Worker	MHS	Unpaid Leave of Absence	\$18.15/hr.	2-G	6	3 hr./d.; 9 mo./yr.	5/1/20-6/3/20	000044	C 53100.0	100%
2	#	Michael	Mendez	Custodian	MHS	Emergency Paid Sick Leave	\$3800.50/mo	20	6	8 hr./d.; 12 mo./yr.	5/21/20-12/31/20	000588	G 00000.0	100%
3	#	Michael	Mendez	Custodian	MHS	Emergency Family Medical Leave Act	\$3800.50/mo	20	6	8 hr./d.; 12 mo./yr.	5/21/20-12/31/20	000588	G 00000.0	100%

C. Resignations

		First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
4		Jennifer	De La O	Food Service Worker	MHS	Voluntary Resignation	\$18.15/hr.	2-G	6	3 hr./d.; 9 mo./yr.	6/3/2020	000044	C 53100.0	100%

D. Changes of Status

None

E. Other

None

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

12. 19/20 - 4026 - MICROSOFT SOFTWARE SUBSCRIPTION RENEWAL, ENROLLMENT FOR EDUCATION SOLUTIONS (EES)

RECOMMENDATION

The Board of Education is requested to approve the renewal purchase of Microsoft Enrollment for Education Solutions (EES) subscription from Softchoice Corporation, effective May 30, 2020 through May 31, 2021.

Rationale:

The previous contract dated May 31, 2020 with Microsoft Enrollment for Education Solutions Agreement from SHI International Corp will expire May 30, 2021. This is a one year renewal.

Background:

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

Budget Implication (\$ Amount):

The costs of the services is determined by the count of Knowledge Worker staff members who use a computer as part of their job and the number of processors in our server hardware. The cost will be up to \$24,145.03, annually. Departments, site and the Technology Services budget will provide funding.

Account:

Funds will come from General Fund

Additional Information:

Please see document attached.

ATTACHMENTS

- [Enrollment for Education Solutions SIGNATURE FORM BOTH FILE IN ONE.pdf](#)
- [Microsoft Renewal 8962438_V7 052020.pdf](#)

Program Signature Form

MBA/MBSA number

Agreement number

5523254

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Monrovia Unified School District Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	47740171	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	70844279		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
--------------------------	-------------------------	-------------------------------------	-------------------------

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
 - j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input checked="" type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. **End of Enrollment term and termination.**

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input checked="" type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	452
2. Students	<input checked="" type="checkbox"/>	5583

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Monrovia Unified School District

Contact name: First* Charles **Last*** Poovakan

Contact email address* cpoovakan@monroviaschools.net

Street address* 325 EAST HUNTINGTON DRIVE

City* MONROVIA

State/Province* CA

Postal code* 91016-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (626) 471-2000

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Charles **Last*** Poovakan

Contact email address* cpoovakan@monroviaschools.net

Street address* 325 EAST HUNTINGTON DRIVE

City* MONROVIA

State/Province* CA

Postal code* 91016-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (626) 471-2000

Language preference. Choose the language for notices. English

This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Charles **Last*** Poovakan

Contact email address* cpoovakan@monroviaschools.net

Phone (626) 471-2000

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted) * 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name: First* Licensing **Last*** Administrator

Phone 416-588-9002 x2307

Contact email address* msselquestconfirmation@softchoice.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Pratik Patel
Printed name* Pratik Patel
Printed title* Licensing Administrator
Date* May 21, 2020

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e.** If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Display Submitted



Softchoice Corporation
314 W Superior Street, Ste 400
Chicago, IL, 60654

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

Quote	8962438
Date	06-Mar-2020
Reference	01216436

QUOTE

Ship To: 1062314

Bill To: 1062314

MONROVIA UNIFIED SCHOOL DISTRICT
325 EAST HUNTINGTON DRIVE
MONROVIA, CA 91016

MONROVIA UNIFIED SCHOOL DISTRICT
325 EAST HUNTINGTON DRIVE
MONROVIA, CA 91016

Attn: CHARLES POOVAKAN

Attn:

All currency in this quote is in US dollars.

Quote Prepared For	Charles Poovakan Phone: (626) 471-2000 Fax:
Quote Sent By	Bis Fremichael Bis.Fremichael@softchoice.com Phone: (312) 655-9002 x323346 Fax: (800) 268-7639

Item #	Mfg Sku #	Description	Qty	Unit Price	Extended Price
MEMO		CAMSA EES - Net New 2.0 - Previous ENR 70844279			
VB3536	AAA-73004 ES-FNM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EES FAC NSM	452	\$48.24	\$21,804.48
VB3499	AAA-73002 ES-SNM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR STUUSEBNFT ALL LANGUAGES SAAS MS EES P2 CSN	5583	\$0.00	\$0.00
MQ6779	M6K-00001 ES-FNM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - FACULTY - O365EDUA1 SHRDSVR ALNG SUBSVL MVL PERUSR ALL LANGUAGES SAAS MS EES P2 CFN	447	\$0.00	\$0.00
UQ5021	9EA-00039 ES-ANY	WINSVRDCCORE ALNG LICSAK MVL 2LIC CORELIC ALL LANGUAGES E- CERTIFICATE MS EES P2 CAN	24	\$36.77	\$882.48
UQ5023	9EM-00562 ES-ANY	WINSVRSTDCORE ALNG LICSAK MVL 2LIC CORELIC ALL LANGUAGES E- CERTIFICATE MS EES P2 CAN	8	\$5.32	\$42.56
PV7953	D87-01057 ES-ANY	MS ENROLLMENT FOR EDUCATION SOLUTIONS - AP - VISIOPRO ALNG LICSAK MVL E-CERTIFICATE MS EES P2 CAN	3	\$44.92	\$134.76
MEMO		Optional:			
WA6599	54R-00098 ES-ANM	MS ENROLLMENT FOR EDUCATION SOLUTIONS - MSIMGNACDMY ALNG SUBSVL MVL SRVCS ALL LANGUAGES E-CERTIFICATE MS EES P2 CAM	1	\$1,280.75	\$1,280.75

SUB TOTAL \$24,145.03
DELIVERY: Economy NO CHARGE

All currency in this quote is in US dollars.

TOTAL - USD \$24,145.03
Estimated Monthly Lease Payment \$745 per month*



Softchoice Corporation
314 W Superior Street, Ste 400
Chicago, IL, 60654

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

Quote	8962438
Date	06-Mar-2020
Reference	01216436

QUOTE

*Please note that the estimated monthly payment shown above is an option based on a 36 month term with a USD\$1.00 buyout at the end of the term. Fair market value buyout and monthly payments may vary depending on your creditworthiness as determined by Softchoice. 1 and 2 year Service Agreements, Subscriptions, License and Support contracts are not eligible for 36 month payment plans; 12 or 24 month payment options may be available upon request. Shipping and applicable taxes are not included in the above estimate. Payment options in the United States of America are in US Dollars and not billable in other currencies. All monthly lease payment options are subject to credit approval and execution of a lease contract.

Pricing, availability and special offers are subject to change at any time.

Softchoice Corporation is legally obligated to collect fees levied under the Electronic Waste Recycling Fee Program (California State Board of Equalization) associated with the transaction(s) listed on this document

This purchase is subject to Softchoice's online terms of sale, unless you have a separate purchase agreement signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found at:
<http://m.softchoice.com/files/pdf/terms/TermsAndConditionsForProductPurchases.pdf>

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

13. 19/20 - 4028 - EDLIO INC., WEB HOSTING RENEWAL

RECOMMENDATION

The Board of Education is requested to approve a one (1) year renewal with Edlio Inc., from June 30, 2020 through June 30, 2021.

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.

Account:

Funds will come from Technology Budget.

Additional Information:

Please see document attached.

ATTACHMENTS

- [Edlio Invoice -052020 Monrovia Unified School District.pdf](#)



Subscription Invoice

Website Content Management System

Invoice for

Monrovia Unified School District

325 East Huntington Dr.

Monrovia, CA 91016

Pay now by credit card

Remit payment to

Edlio LLC.

12910 Culver Blvd, Suite i

Los Angeles, CA 90066

Purchase Order #

Invoice Date 3/19/2020

Invoice Number 21197

Product Details Website Content Management System
6/30/2020 - 6/30/2021

Monrovia Unified School District	\$7,800.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Sponsorships	\$0.00

Subaccounts (11) total	\$0.00
Plymouth Elementary School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Wild Rose School of Creative Arts	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Clifton Middle School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Sponsorships	\$0.00
Santa Fe Computer Science Magnet School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Monrovia High School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Canyon Oaks High School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Mountain Park School	\$0.00
Multimedia HD Package	\$0.00

Web Forms	\$0.00
Canyon Early Learning Center	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Bradoaks Elementary School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Mayflower Elementary School	\$0.00
Multimedia HD Package	\$0.00
Web Forms	\$0.00
Monroe Elementary School	\$0.00
Multimedia HD Package	\$0.00
Price Subtotal	\$7,800.00
Total Price	\$7,800.00

Thank you for choosing Edlio for your school website.
 If there's anything we can do to improve your experience,
 please email feedback@edlio.com or call (866) 493-0800.

****Non-Refundable**

www.edlio.com

Phone: (877) 623-7200 Fax: (888) 682-4062

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

14. 19/20-5051 – BOARD POLICY 3516, *EMERGENCIES AND DISASTER PREPAREDNESS PLAN*, AND ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to adopt Board Policy 3516, *Emergencies and Disaster Preparedness Plan*, and its accompanying Administrative Regulation.

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 regularly conducts reviews 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 3516, *Emergencies and Disaster Preparedness Plan*, and its accompanying administrative regulation. This policy was submitted for first reading on March 11, 2020, and the Board requested additional items to be added. The requested changes have been made, and the policy is being brought back for Board approval. Additionally, Board President Rob Hammond has reviewed this Board Policy and has made no further adjustments.

Additional Information:

A copy of the proposed Board Policy 3516, *Emergencies and Disaster Preparedness Plan*, and its accompanying Administrative Regulation are attached.

ATTACHMENTS

- [3516 AR - Second Reading 052720.pdf](#)
- [3516 BP - Second Reading 052720.pdf](#)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Components of the Plan

The Superintendent or designee shall ensure that district and school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff
2. Earthquake, flood, or other natural disasters
3. Environmental hazards, such as leakages or spills of hazardous materials
4. Attack or disturbance, or threat of attack or disturbance, by an individual or group
5. Bomb threat or actual detonation
6. Biological, radiological, chemical, and other activities, or heightened warning of such activities
7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

7-8. Encounters with wildlife (i.e. Black bears)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment ~~and~~, identification of risks, and implementation of strategies and measures to increase the safety and security of school facilities
2. Instruction and practice for students and employees regarding emergency plans, including:
 - a. Training of staff in first aid ~~and~~, ~~and~~ cardiopulmonary resuscitation
 - b. Training of selected staff in Community Emergency Response Team (CERT) or National Incident Management System (NIMS) ~~and~~
a. ~~appropriate measures for wildlife (i.e. Black bear) encounters, such as contacting the California Department of Fish and Wildlife~~
 - c. Review of emergency shelter-in-place protocols in the event of wildlife encounters, including contact with the California Department of Fish and Wildlife
 - ~~b.d.~~ Regular practice of emergency procedures by students and staff

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during the emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - ~~d.e.~~ Assignment of responsibility for identification of injured persons and administration of first aid
4. Personal safety and security, including:
 - a. Identification of areas of responsibility for supervision of students
 - b. Procedures for evacuation of students and staff, including posting of evacuation routes
 - c. Procedures for release of students, including a procedure to release students when reference to the emergency card is not feasible
 - d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety
 - e. Provision of a band aid first aid kit to each classroom
 - e.f. Provision of a first aid kit to each school
 - ~~f.g.~~ Arrangements for students and staff with special needs
 - h. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease, or exposure to an infected person.
 - g.i. Upon notification of wildlife presence on or within close proximity of campus/site, reasonably securing campus/site until wildlife no longer poses

an immediate safety hazard initiate shelter in place or evacuation emergency protocol as dictated by the situation.

5. Closure of schools, including an analysis of:
 - a. The impact on student learning and methods to ensure continuity of instruction
 - b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians
6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:
 - a. Identification of spokesperson(s)
 - b. Development and testing of communication platforms, such as hotlines, telephone trees, ~~and~~ web sites, social media, and electronic notifications
 - c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand
 - d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians
7. Cooperation with other state and local agencies, including:
 - a. Development of guidelines for law enforcement involvement and intervention
 - b. Collaboration with the local health department, including development of a tracking system to alert the local health department to a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease
8. Steps to be taken after the disaster or emergency, including:
 - a. Inspection of school facilities
 - b. Provision of mental health services for students and staff, as needed

The Superintendent or designee shall assemble key information that would be needed in an emergency. Such information may include, but is not limited to, a list of individuals and organizations who should be contacted for assistance in an emergency, current

layouts and blueprints of school buildings, aerial photos of the campus, maps of evacuations routes and alternate routes, a roster of employees with their work locations, student photographs and their emergency contact information, a clearly labeled set of keys, location of first aid supplies, and procedures and locations for turning off fire alarms, sprinklers, utilities, and other systems. Such information shall be stored in a box in a secure, easily accessible location, with a duplicate kept at another location in case the primary location is inaccessible.

Reviewed: May 27, 2020

(Replaces AR 6114.1 Emergency Procedures – Accident/Injuries/Sudden Illness)

(Replaces AR 6114.2 Emergency Procedures – Air Pollution Episode)

(Revised: May 1986)

(Adopted: February 1977)

(Replaces AR 6114.4 Emergency Procedures – Civil Disorder)

(Revised: January 30, 1977)

(Revised: June 27, 1974)

(Adopted: May 23, 1973)

(Replaces AR 6114.8 Emergency Procedures – “War Caused Disaster)

(Revised: January 30, 1977)

(Revised: June 27, 1974)

(Adopted: May 23, 1973)

(Replaces AR 6114.9 Emergency Procedures – Parent Volunteers)

(Revised: January 30, 1977)

(Revised: June 27, 1974)

(Adopted: May 23, 1973)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools, and community.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which ~~details provisions for handling emergencies and disasters and which shall be included in the district's comprehensive school safety plan~~ contains routine and emergency disaster procedures, including, but not limited to, earthquake and fire emergency procedures, procedures for wildlife encounters, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

In developing the ~~district and school emergency plans, the Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators.~~ disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she they shall also collaborate with City of Monrovia and unincorporated area officials, law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

~~The Superintendent or designee~~ The plan shall use ~~comply with~~ state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Command Management System when updating district and site-level emergency and disaster preparedness plans.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during

disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services ~~they deem~~ are deemed necessary to meet the community's needs. (Education Code 32282)

School-District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Reviewed: May 27, 2020

(Replaces: BP 6114 Emergency Procedures)

(Revised: January 1993)

(Reviewed: April 1977)

(Adopted: October 1975)

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

1. 19/20-1104 - MEMORANDUM OF UNDERSTANDING WITH THE CODERSCHOOL PASADENA

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding with The CoderSchool Pasadena to provide student internship opportunities to MUSD high school students as part of our work-based learning program.

Motion by _____, seconded by _____ Vote _____
Board Member Wong_____, Board Member Lockerbie_____, Board Member Travanti_____
Board Member Gilliland_____, Board President Hammond_____

Rationale:

In the spirit of partnership and cooperation to promote improving career technical education for the benefit of students enrolled in the District's career academies and to benefit the community at large by providing more skilled workers, this MOU is being presented for approval. Students participating as interns with The CoderSchool will be provided work-based learning as an internship.

Budget Implication (\$ Amount):

There is no cost to District.

Legal References:

Education Code Section 17604 requires contracts be approved or ratified by the Board of Education and AR 6178.1.

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [The Coder School MOU 5-27-20.pdf](#)

Memorandum of Understanding

Between

TheCoderSchool Pasadena and Monrovia Unified School District

This Memorandum of Understanding (MOU) sets forth the terms and understanding between TheCoderSchool Pasadena, hereinafter referred to as AFFILIATE, and Monrovia, hereinafter referred to as DISTRICT.

This MOU, entered into by both parties, is to promote efforts toward improving career technical education for the benefit of students enrolled in DISTRICT's career academies and the community at large and will provide work-based learning and internship opportunities for students.

Term of Memorandum of Understanding

This MOU between AFFILIATE and DISTRICT will begin upon both parties' approval and signature and will remain in effect until modified or terminated by any one of the parties by mutual consent.

In consideration of the foregoing premises and the mutual agreements, terms, and conditions hereinafter set forth, the parties understand and agree as follows:

Obligations and Rights of AFFILIATE

1. AFFILIATE shall ensure that all students receive site-specific and/or task-specific training, ie., equipment safety, emergency procedures, ingress and egress procedures. AFFILIATE shall provide DISTRICT representative with current copies of procedure guidelines and written policies.
2. AFFILIATE will provide an experienced and qualified employee to supervise the student(s) internship/job shadow activities. Internships will also include an educational component with a qualified employee.
3. AFFILIATE will adhere to federal, state, and local regulations regarding labor laws and safety regulations.
4. AFFILIATE will consult regularly with the DISTRICT representative and provide an opportunity for DISTRICT representative to visit AFFILIATE site regarding work-related issues involving the student(s).
5. AFFILIATE understands and agrees that all Confidential Information shall be held strictly in accordance with the DISTRICT's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District.
6. AFFILIATE may refuse access to any student or DISTRICT representative who does not meet AFFILIATE's employee standards for safety, health or ethical behavior. AFFILIATE may request DISTRICT to withdraw from the program any student who, in AFFILIATE's judgment, is not performing satisfactorily, or who refuses to follow AFFILIATE's administrative policies, procedures, rules and regulations.

- AFFILIATE shall maintain a minimum of \$2,000,000 of insurance against claims for injuries to persons, sexual molestation, and damages to property which may arise from or in connection with its performance hereunder by the AFFILIATE and its agents, representatives, officers, employees or agents.

Obligations and Rights of DISTRICT

- DISTRICT will provide students with Workplace Readiness Training prior to being placed with AFFILIATE. This training will include, but not be limited to, workplace etiquette and ethics, labor laws, communication and acceptable use of technology, confidentiality, and where appropriate, HIPAA requirements.
- DISTRICT will provide a qualified representative available to respond to AFFILIATE questions and concerns related to student performance and who will be responsible to confer with student(s) and visit workplace.
- DISTRICT will provide an AFFILIATE orientation for student(s) and aligned classroom curriculum and obtain required documentation including W9, work permits, and other workplace requirements.
- DISTRICT shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance hereunder by the DISTRICT and its agents, representatives, officers, employees or agents.

Worker’s Compensation Insurance

If any student of the program is considered an employee of the DISTRICT, the DISTRICT shall be responsible for obtaining and maintaining Workers’ Compensation Insurance for the benefit of students of the program as required by the California Labor Code. Unless any student of the program is considered an employee of the DISTRICT, the AFFILIATE shall be responsible for obtaining and maintaining Workers’ Compensation Insurance for the benefit of students of the Program as required by California Labor Code.

Indemnification

AFFILIATE agrees to defend, hold harmless, and indemnify the DISTRICT, including its governing board, individual board members, officers, administrators, agents, employees and volunteers from and against any and all claims or causes of action in favor of the student that may result from the negligence or other malfeasance by the AFFILIATE or employees of the AFFILIATE in proportion to its comparative fault or that of its employees.

Approved on this date _____ 1 _____


DISTRICT representative

AFFILIATE representative

Katherine Thorossian
Print Name

Nicole Chang
Print Name


Signature


Signature

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

2. 19/20-2149 - RESOLUTION TO DESIGNATE BUSINESS SERVICES ADMINISTRATORS AS AUTHORIZED AGENTS TO EXECUTE ON BEHALF OF THE DISTRICT FOR DISASTER ASSISTANCE

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 1920-21 (Form CAL OES 130) to designate the Assistant Superintendent of Business Services and her designees as authorized agents responsible for providing required assurances and executing agreements with the Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES).

Motion by _____, seconded by _____ Vote _____
Board Member Wong_____, Board Member Lockerbie_____, Board Member Travanti_____
Board Member Gilliland_____, Board President Hammond_____

Rationale:

The Board of Education has the authority to designate employees to execute for and on behalf of the District.

Background:

On March 13, 2020, President Trump declared that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic was of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (the "Stafford Act"). In accordance with the act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed under Category B of FEMA's Public Assistance Program. The Monrovia Unified School District is eligible for FEMA and Cal OES financial assistance and has requested public assistance for reimbursement of District funds due to the coronavirus (COVID-19) pandemic. In order to complete the processing request, the District must adopt a resolution and approve the corresponding Cal OES Form 130 to designate authorized agents responsible for providing required assurances, executing agreements, with FEMA and Cal OES, This resolution designates the Assistant Superintendent of Business Services, or her designees the Director of Fiscal Services, and the Director of Maintenance, Operations and Transportation as the District's authorized agents. By listing job titles on this resolution instead of the names of current employees, any successor employees in these positions will be designated as authorized agents without requiring further action by the Board. Adoption of this resolution will permit the District to obtain financial assistance for all open and future disasters declared by the state or federal government for up to 3 years following the date of approval.

Budget Implication (\$ Amount):

The receipt of FEMA and Cal OES funding will help mitigate the impact of the COVID-19 emergency and resulting school dismissal on the District's finances.

Legal References:

Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and the California Disaster Assistance Act.

Additional Information:

Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and the California Disaster Assistance Act.

ATTACHMENTS

- [Applicant Agent Resolution HMGP - PDM \(CalOES 130\).pdf](#)

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE MONROVIA UNIFIED SCHOOL DIST
(Governing Body) (Name of Applicant)

THAT Assistant Superintendent of Business Services, OR
(Title of Authorized Agent)
Director of Fiscal Services, OR
(Title of Authorized Agent)
Director Maintenance, Operations and Transportation
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Monrovia Unified School District, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service.
for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief
and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Monrovia Unified School District, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state
disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 27th day of May, 2020

[Signature]
Rob Hammond, Board President
[Signature]
Bryan J. Wong, Board Vice President
[Signature]
Mariza Travanti, Board Clerk

CERTIFICATION

I, Dr. Katherine Thorossian, duly appointed and Superintendent of Schools of
(Name) (Title)
the Monrovia Unified School District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Education of the Monrovia Unified School District
(Governing Body) (Name of Applicant)
on the 27th day of May, 2020.

[Signature] Superintendent
(Signature) (Title)

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

3. 19/20-3064 – MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT (MUSD) AND AZUSA PACIFIC UNIVERSITY (APU)

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Azusa Pacific University (APU), commencing July 01, 2020 through June 30, 2025.

Motion by _____, seconded by _____ Vote _____
Board Member Gillland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond_____

Rationale:

Board approval of this Memorandum of Understanding with Azusa Pacific University is needed in order for Monrovia Unified School District to participate and provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service. The term of this agreement shall commence on July 1, 2020 and terminate on June 30, 2025.

Background:

It is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to University candidates at District facilities. Azusa Pacific University offers fully-accredited educational programs that are approved by the Commission on Teaching Credentialing to candidates enrolled in the following programs: Teacher Education Student Teaching; Teacher Education Intern Teaching; Teacher Education Clear/Induction Field Experience; School Counseling & School Psychology Field Program; School Counseling & School Psychology Intern; Administrative Services Preliminary Field Experience; Administrative Services Intern; and Administrative Services Clear Field Experience.

Budget Implication (\$ Amount):

No direct cost; however, the District does provide Workers' Compensation coverage, including liability covering for District employees.

ATTACHMENTS

- [APU Monrovia USD MOU_05272020.pdf](#)



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Monrovia Unified School District, hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

TEACHER EDUCATION FIELD EXPERIENCE

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.


The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By: _____
Name: Anita Fitzgerald Henck
Title: Dean, School of Education
Date: _____

Azusa Pacific University
School of Education
P.O. Box 7000

Monrovia Unified School District

Signature: 
Printed Name: Katherine Thorossian
Title: Superintendent
Date: 5/27/2020

Address: 325 E. Huntington Drive
Monrovia, CA 91016
Phone Number: (626) 471-2000

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

4. 19/20-3065 - COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION

The Board of Education is requested to approve a 0.61% increase to salary and longevity schedules for Monrovia Teachers Association (MTA), California School Employees Association (CSEA), Monrovia Association of School Administrators (MASA), and Confidential/Classified Management (C/CM) retroactively to July 1, 2019, as supported by the AB 1200 report.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti_____

Board Member Wong____, Board President Hammond_____

Rationale:

An agreement, to apply a 0.61% salary increase to salary and longevity schedules retroactively to July 1, 2019, and one Pupil Free Day beginning the 2020/21 school years was reached by MTA and the District for the 2018-2019 and 2019-2020 school year on March 19, 2020 and was ratified by MTA unit members on March 18, 2020. CSEA ratified this salary and longevity adjustment on April 24, 2020. All other employee groups, CCM and MASA, agreed to the 0.61% salary and longevity adjustment agreement.

Background:

Budget Implication (\$ Amount):

The total 2019-2020 budget increase will be \$294,889. Of this, \$241,009 is from the District's Unrestricted General Fund.

Legal References:

Government Code section 3547.5(a) – “Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement ... shall be disclosed at a public meeting”.

Additional Information:

The proposed settlement was presented for public disclosure on May 13, 2020 as required by AB 1200. A copy of the summary is attached..

ATTACHMENTS

- [Public Disclosure of Proposed Collective Bargaining Agreement 05272020.pdf](#)

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: TOTAL AGREEMENT
 Certificated, Classified, Other: CERTIFICATED/CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 27, 2020
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1. Salary Schedule Including Step and Column	\$ 37,808,206	\$ 230,509			
		0.61%	0.00%	0.00%	
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 3,144,420	\$ 11,197			
		0.36%	0.00%	0.00%	
Description of Other Compensation		Longevity, Overtime	Longevity, Overtime	Longevity, Overtime	
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 8,948,053	\$ 53,183			
		0.59%	0.00%	0.00%	
4. Health/Welfare Plans	\$ 6,925,868	\$ -			
		0.00%	0.00%	0.00%	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 56,826,547	\$ 294,889	\$ -	\$ -	
		0.52%	0.00%	0.00%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	663.00				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 85,711	\$ 445	\$ -	\$ -	
		0.52%	0.00%	0.0	

MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

0.61% increase effective July 1, 2019.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is \$15,575.70.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
TOTAL AGREEMENT

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: MONROVIA TEACHERS ASSOCIATION (MTA)
 Certificated, Classified, Other: CERTIFICATED

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 27, 2020
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1. Salary Schedule Including Step and Column	\$ 23,081,752	\$ 140,801		
		0.61%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,331,148	\$ 1,487		
		0.11%	0.00%	0.00%
Description of Other Compensation		Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,929,766	\$ 28,907		
		0.59%	0.00%	0.00%
4. Health/Welfare Plans	\$ 3,975,788			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 33,318,454	\$ 171,195	\$ -	\$ -
		0.51%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	314.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 106,110	\$ 545	\$ -	\$ -
		0.51%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA TEACHERS ASSOCIATION (MTA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

0.61% increase effective July 1, 2019.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is \$15,575.70.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA TEACHERS ASSOCIATION (MTA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
 Certificated, Classified, Other: CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 27, 2020
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1. Salary Schedule Including Step and Column	\$ 9,637,938	\$ 58,668		
		0.61%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,718,277	\$ 9,361		
		0.54%	0.00%	0.00%
Description of Other Compensation		Longevity, Overtime	Longevity, Overtime	Longevity, Overtime
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,853,563	\$ 17,217		
		0.60%	0.00%	0.00%
4. Health/Welfare Plans	\$ 2,303,763			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 16,513,541	\$ 85,246	\$ -	\$ -
		0.52%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	307.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 53,790	\$ 278	\$ -	\$ -
		0.52%	0.00%	0.00%

Public Disclosure of Proposed Collective Bargaining Agreement
MONROVIA UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

0.61% increase effective July 1, 2019.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is \$15,575.70.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)
 Certificated, Classified, Other: CERTIFICATED/CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 27, 2020
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1. Salary Schedule Including Step and Column	\$ 4,253,160	\$ 25,945		
		0.61%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 69,138	\$ 214		
		0.31%	0.00%	0.00%
Description of Other Compensation		Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 914,829	\$ 5,539		
		0.61%	0.00%	0.00%
4. Health/Welfare Plans	\$ 524,105			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 5,761,232	\$ 31,698	\$ -	\$ -
		0.55%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	33.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 174,583	\$ 961	\$ -	\$ -
		0.55%	0.00%	0.00%

Public Disclosure of Proposed Collective Bargaining Agreement
MONROVIA UNIFIED SCHOOL DISTRICT
MONROVIA ASSOCIATION OF SCHOOL ADMINISTRATORS (MASA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

0.61% increase effective July 1, 2019.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2019-20 maximum annual District contribution to Health & Welfare benefits per full-time employee is \$15,575.70.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: MONROVIA UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)
 Certificated, Classified, Other: CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 27, 2020
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease) 2019-20	Year 2 Increase/(Decrease) 2020-21	Year 3 Increase/(Decrease) 2021-22
1. Salary Schedule Including Step and Column	\$ 835,356	\$ 5,095		
		0.61%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 25,857	\$ 135		
		0.52%	0.00%	0.00%
Description of Other Compensation		Longevity, Overtime		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 249,895	\$ 1,520		
		0.61%	0.00%	0.00%
4. Health/Welfare Plans	\$ 122,212			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 1,233,320	\$ 6,750	\$ -	\$ -
		0.55%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	9.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 137,036	\$ 750	\$ -	\$ -
		0.55%	0.00%	0.00%

MONROVIA UNIFIED SCHOOL DISTRICT
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

0.61% increase effective July 1, 2019.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The 2019-20 maximum annual District contribution to Health & Welfare benefits per fulltime employee is \$15,575.70.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Reduction of one Professional Development Day in 2020-21 with no change in annual salary.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT
CONFIDENTIAL/CLASSIFIED MANAGEMENT (CCM)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A.

F. Source of Funding for Proposed Agreement:

1. Current Year

On-going state funds and its increase and the District reserves.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

This multiyear agreement is for 18-19 and 19-20 settlements. The funding source is based on the Governor's January 2020 preliminary budget. If there is any change in 20-21 state funding due to the COVID-19 pandemic, the District and the bargaining associations will renegotiate after State releases its final state budget.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit:

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ 51,366,082		\$ -	\$ 51,366,082
Federal Revenue	8100-8299	\$ 107,972		\$ -	\$ 107,972
Other State Revenue	8300-8599	\$ 1,689,300		\$ -	\$ 1,689,300
Other Local Revenue	8600-8799	\$ 528,178		\$ -	\$ 528,178
TOTAL REVENUES		\$ 53,691,532		\$ -	\$ 53,691,532
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 21,759,001	\$ 127,718		\$ 21,886,719
Classified Salaries	2000-2999	\$ 6,730,468	\$ 39,938		\$ 6,770,406
Employee Benefits	3000-3999	\$ 11,249,220	\$ 36,330		\$ 11,285,550
Books and Supplies	4000-4999	\$ 909,439		\$ -	\$ 909,439
Services and Other Operating Expenditures	5000-5999	\$ 5,108,374		\$ -	\$ 5,108,374
Capital Outlay	6000-6999	\$ 66,600		\$ -	\$ 66,600
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ 77,187		\$ -	\$ 77,187
Transfers of Indirect Costs	7300-7399	\$ (1,212,681)		\$ -	\$ (1,212,681)
TOTAL EXPENDITURES		\$ 44,687,608	\$ 203,986	\$ -	\$ 44,891,594
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 74,289	\$ -	\$ -	\$ 74,289
Contributions	8980-8999	\$ (9,812,402)	\$ (55,242)	\$ -	\$ (9,867,644)
OPERATING SURPLUS (DEFICIT)*		\$ (882,767)	\$ (259,228)	\$ -	\$ (1,141,995)
BEGINNING FUND BALANCE					
	9791	\$ 8,356,186			\$ 8,356,186
Audit Adjustments/Other Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 7,473,419	\$ (259,228)	\$ -	\$ 7,214,191
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted	9740				
Committed	9750-9760		\$ -	\$ -	\$ -
Assigned	9780	\$ 251,321	\$ -	\$ -	\$ 251,321
Reserve for Economic Uncertainties	9789	\$ 2,025,428	\$ 8,122	\$ -	\$ 2,033,550
Unassigned/Unappropriated Amount	9790	\$ 4,976,670	\$ (267,350)	\$ -	\$ 4,709,320

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 2,954,701		\$ -	\$ 2,954,701
Other State Revenue 8300-8599	\$ 5,474,595		\$ -	\$ 5,474,595
Other Local Revenue 8600-8799	\$ 4,394,371		\$ -	\$ 4,394,371
TOTAL REVENUES	\$ 12,823,667		\$ -	\$ 12,823,667
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 4,898,714	\$ 28,361	\$ -	\$ 4,927,075
Classified Salaries 2000-2999	\$ 4,260,748	\$ 25,907	\$ -	\$ 4,286,655
Employee Benefits 3000-3999	\$ 7,503,437	\$ 12,486	\$ -	\$ 7,515,923
Books and Supplies 4000-4999	\$ 952,087		\$ -	\$ 952,087
Services and Other Operating Expenditures 5000-5999	\$ 3,350,016		\$ -	\$ 3,350,016
Capital Outlay 6000-6999	\$ 75,300		\$ -	\$ 75,300
Other Outgo (excluding Indirect Costs) 7100-7299	\$ 666,621		\$ -	\$ 666,621
7400-7499				
Transfers of Indirect Costs 7300-7399	\$ 911,307		\$ -	\$ 911,307
TOTAL EXPENDITURES	\$ 22,618,230	\$ 66,754	\$ -	\$ 22,684,984
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 134,136	\$ -	\$ -	\$ 134,136
Contributions 8980-8999	\$ 9,812,402	\$ 55,242	\$ -	\$ 9,867,644
OPERATING SURPLUS (DEFICIT)*	\$ (116,297)	\$ (11,512)	\$ -	\$ (127,809)
BEGINNING FUND BALANCE				
9791	\$ 757,065			\$ 757,065
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 640,768	\$ (11,512)	\$ -	\$ 629,256
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ 640,768	\$ (11,512)	\$ -	\$ 629,256
Committed 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 51,366,082		\$ -	\$ 51,366,082
Federal Revenue 8100-8299	\$ 3,062,673		\$ -	\$ 3,062,673
Other State Revenue 8300-8599	\$ 7,163,895		\$ -	\$ 7,163,895
Other Local Revenue 8600-8799	\$ 4,922,549		\$ -	\$ 4,922,549
TOTAL REVENUES	\$ 66,515,199		\$ -	\$ 66,515,199
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 26,657,715	\$ 156,079	\$ -	\$ 26,813,794
Classified Salaries 2000-2999	\$ 10,991,216	\$ 65,845	\$ -	\$ 11,057,061
Employee Benefits 3000-3999	\$ 18,752,657	\$ 48,816	\$ -	\$ 18,801,473
Books and Supplies 4000-4999	\$ 1,861,526		\$ -	\$ 1,861,526
Services and Other Operating Expenditures 5000-5999	\$ 8,458,390		\$ -	\$ 8,458,390
Capital Outlay 6000-6999	\$ 141,900		\$ -	\$ 141,900
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 743,808		\$ -	\$ 743,808
Transfers of Indirect Costs 7300-7399	\$ (301,374)		\$ -	\$ (301,374)
TOTAL EXPENDITURES	\$ 67,305,838	\$ 270,740	\$ -	\$ 67,576,578
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 208,425	\$ -	\$ -	\$ 208,425
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (999,064)	\$ (270,740)	\$ -	\$ (1,269,804)
BEGINNING FUND BALANCE 9791	\$ 9,113,251			\$ 9,113,251
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 8,114,187	\$ (270,740)	\$ -	\$ 7,843,447
COMPONENTS OF ENDING FUND				
Nonspendable 9711-9719	\$ 220,000	\$ -	\$ -	\$ 220,000
Restricted 9740	\$ 640,768	\$ (11,512)	\$ -	\$ 629,256
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ 251,321	\$ -	\$ -	\$ 251,321
Reserve for Economic Uncertainties 9789	\$ 2,025,428	\$ 8,122	\$ -	\$ 2,033,550
Unassigned/Unappropriated Amount 9790	\$ 4,976,670	\$ (267,350)	\$ -	\$ 4,709,320

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

Bargaining Unit:		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ 267,540		\$ -	\$ 267,540
Other State Revenue	8300-8599	\$ 1,603,848		\$ -	\$ 1,603,848
Other Local Revenue	8600-8799	\$ 336,215		\$ -	\$ 336,215
TOTAL REVENUES		\$ 2,207,603		\$ -	\$ 2,207,603
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 1,167,896	\$ 6,717	\$ -	\$ 1,174,613
Classified Salaries	2000-2999	\$ 119,481	\$ 852	\$ -	\$ 120,333
Employee Benefits	3000-3999	\$ 601,752	\$ 1,665	\$ -	\$ 603,417
Books and Supplies	4000-4999	\$ 88,779		\$ -	\$ 88,779
Services and Other Operating Expenditures	5000-5999	\$ 235,663		\$ -	\$ 235,663
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 113,041		\$ -	\$ 113,041
TOTAL EXPENDITURES		\$ 2,326,612	\$ 9,234	\$ -	\$ 2,335,846
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 250,000	\$ -	\$ -	\$ 250,000
Transfers Out and Other Uses	7600-7699	\$ 148,579	\$ -	\$ -	\$ 148,579
OPERATING SURPLUS (DEFICIT)*		\$ (17,588)	\$ (9,234)	\$ -	\$ (26,822)
BEGINNING FUND BALANCE					
	9791	\$ 343,253			\$ 343,253
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 325,665	\$ (9,234)	\$ -	\$ 316,431
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 325,665	\$ (9,234)	\$ -	\$ 316,431

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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Los Angeles County Office of Education
Business Advisory Services

Revised 07/12/19

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 12 - Child Development Fund

Bargaining Unit:

Bargaining Unit:		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 1,169,168		\$ -	\$ 1,169,168
Other Local Revenue	8600-8799	\$ 56,087		\$ -	\$ 56,087
TOTAL REVENUES		\$ 1,225,255		\$ -	\$ 1,225,255
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 356,214	\$ 2,046	\$ -	\$ 358,260
Classified Salaries	2000-2999	\$ 396,990	\$ 2,423	\$ -	\$ 399,413
Employee Benefits	3000-3999	\$ 355,183	\$ 939	\$ -	\$ 356,122
Books and Supplies	4000-4999	\$ 38,148		\$ -	\$ 38,148
Services and Other Operating Expenditures	5000-5999	\$ 11,355		\$ -	\$ 11,355
Capital Outlay	6000-6999	\$ 48,000		\$ -	\$ 48,000
Other Outgo (excluding Indirect Costs)	7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs	7300-7399	\$ 78,229		\$ -	\$ 78,229
TOTAL EXPENDITURES		\$ 1,284,119	\$ 5,408	\$ -	\$ 1,289,527
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (58,864)	\$ (5,408)	\$ -	\$ (64,272)
BEGINNING FUND BALANCE					
	9791	\$ 153,411			\$ 153,411
Audit Adjustments/Other Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 94,547	\$ (5,408)	\$ -	\$ 89,139
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted	9740	\$ -	\$ -	\$ -	\$ -
Committed	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 94,547	\$ (5,408)	\$ -	\$ 89,139

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
 Business Advisory Services
 Revised 07/12/19

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 2,377,408		\$ -	\$ 2,377,408
Other State Revenue 8300-8599	\$ 137,182		\$ -	\$ 137,182
Other Local Revenue 8600-8799	\$ 396,205		\$ -	\$ 396,205
TOTAL REVENUES	\$ 2,910,795		\$ -	\$ 2,910,795
EXPENDITURES				
Certificated Salaries 1000-1999		\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 1,073,686	\$ 6,546	\$ -	\$ 1,080,232
Employee Benefits 3000-3999	\$ 446,394	\$ 1,535	\$ -	\$ 447,929
Books and Supplies 4000-4999	\$ 1,191,515		\$ -	\$ 1,191,515
Services and Other Operating Expenditures 5000-5999	\$ 80,988		\$ -	\$ 80,988
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ 110,104		\$ -	\$ 110,104
TOTAL EXPENDITURES	\$ 2,902,687	\$ 8,081	\$ -	\$ 2,910,768
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 8,108	\$ (8,081)	\$ -	\$ 27
BEGINNING FUND BALANCE 9791	\$ 40,306			\$ 40,306
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 48,414	\$ (8,081)	\$ -	\$ 40,333
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ 40,000	\$ -	\$ -	\$ 40,000
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 8,414	\$ (8,081)	\$ -	\$ 333

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Los Angeles County Office of Education
Business Advisory Services
Revised 07/12/19

MONROVIA UNIFIED SCHOOL DISTRICT

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: Fee Based Fund

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/2020)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenues 8600-8799	\$ 406,262		\$ -	\$ 406,262
TOTAL REVENUES	\$ 406,262		\$ -	\$ 406,262
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 90,187	\$ 549	\$ -	\$ 90,736
Classified Salaries 2000-2999	\$ 118,460	\$ 649	\$ -	\$ 119,109
Employee Benefits 3000-3999	\$ 58,490	\$ 228	\$ -	\$ 58,718
Books and Supplies 4000-4999	\$ 51,861		\$ -	\$ 51,861
Services and Other Operating Expenditures 5000-5999	\$ 148,743		\$ -	\$ 148,743
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299	\$ -		\$ -	\$ -
7400-7499	\$ -		\$ -	\$ -
Transfers of Indirect Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 467,741	\$ 1,426	\$ -	\$ 469,167
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (61,479)	\$ (1,426)	\$ -	\$ (62,905)
BEGINNING FUND BALANCE 9791	\$ 158,973			\$ 158,973
Audit Adjustments/Other Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 97,494	\$ (1,426)	\$ -	\$ 96,068
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted 9740	\$ -	\$ -	\$ -	\$ -
Committed 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 97,494	\$ (1,426)	\$ -	\$ 96,068

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:

MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit:

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 51,366,082	\$ 52,061,567	\$ 53,185,766
Federal Revenue 8100-8299	\$ 107,972	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,689,300	\$ 1,045,927	\$ 1,039,631
Other Local Revenue 8600-8799	\$ 528,178	\$ 483,178	\$ 451,178
TOTAL REVENUES	\$ 53,691,532	\$ 53,590,672	\$ 54,676,575
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 21,886,719	\$ 22,567,994	\$ 22,691,248
Classified Salaries 2000-2999	\$ 6,770,406	\$ 6,697,269	\$ 6,740,570
Employee Benefits 3000-3999	\$ 11,285,550	\$ 12,036,545	\$ 12,107,263
Books and Supplies 4000-4999	\$ 909,439	\$ 977,066	\$ 1,256,145
Services and Other Operating Expenditures 5000-5999	\$ 5,108,374	\$ 4,776,197	\$ 4,743,578
Capital Outlay 6000-6999	\$ 66,600	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 77,187	\$ 76,493	\$ 78,566
Transfers of Indirect Costs 7300-7399	\$ (1,212,681)	\$ (1,212,681)	\$ (1,212,681)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 44,891,594	\$ 45,918,883	\$ 46,404,689
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 74,289	\$ 73,893	\$ 73,470
Contributions 8980-8999	\$ (9,867,644)	\$ (10,013,387)	\$ (10,059,160)
OPERATING SURPLUS (DEFICIT)*	\$ (1,141,995)	\$ (2,415,491)	\$ (1,860,744)
BEGINNING FUND BALANCE			
9791	\$ 8,356,186	\$ 7,214,191	\$ 4,798,700
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,214,191	\$ 4,798,700	\$ 2,937,956
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740			
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 251,321	\$ 264,233	\$ 629,871
Reserve for Economic Uncertainties 9789	\$ 2,033,550	\$ 2,067,027	\$ 2,074,556
Unassigned/Unappropriated Amount 9790	\$ 4,709,320	\$ 2,247,440	\$ 13,529

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ -	\$ -	\$ -
Federal Revenue 8100-8299	\$ 2,954,701	\$ 2,849,462	\$ 2,849,462
Other State Revenue 8300-8599	\$ 5,474,595	\$ 5,264,108	\$ 5,260,273
Other Local Revenue 8600-8799	\$ 4,394,371	\$ 4,459,104	\$ 4,533,619
TOTAL REVENUES	\$ 12,823,667	\$ 12,572,674	\$ 12,643,354
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 4,927,075	\$ 4,977,075	\$ 5,027,075
Classified Salaries 2000-2999	\$ 4,286,655	\$ 4,286,655	\$ 4,286,655
Employee Benefits 3000-3999	\$ 7,515,923	\$ 7,676,399	\$ 7,746,687
Books and Supplies 4000-4999	\$ 952,087	\$ 1,121,507	\$ 837,128
Services and Other Operating Expenditures 5000-5999	\$ 3,350,016	\$ 3,134,417	\$ 3,064,417
Capital Outlay 6000-6999	\$ 75,300	\$ -	\$ -
Other Outgo (excluding Indirect Costs) 7100-7299 7400-7499	\$ 666,621	\$ 666,621	\$ 666,621
Transfers of Indirect Costs 7300-7399	\$ 911,307	\$ 911,307	\$ 911,307
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 22,684,984	\$ 22,773,981	\$ 22,539,890
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 134,136	\$ 134,136	\$ 134,136
Contributions 8980-8999	\$ 9,867,644	\$ 10,013,387	\$ 10,059,160
OPERATING SURPLUS (DEFICIT)*	\$ (127,809)	\$ (322,056)	\$ 28,488
BEGINNING FUND BALANCE			
9791	\$ 757,065	\$ 629,256	\$ 307,200
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 629,256	\$ 307,200	\$ 335,688
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ -	\$ -	\$ -
Restricted 9740	\$ 629,256	\$ 307,200	\$ 335,688
Committed 9750-9760			
Assigned 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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MONROVIA UNIFIED SCHOOL DISTRICT

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit:

Object Code	2019-20	2020-21	2021-22
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 51,366,082	\$ 52,061,567	\$ 53,185,766
Federal Revenue 8100-8299	\$ 3,062,673	\$ 2,849,462	\$ 2,849,462
Other State Revenue 8300-8599	\$ 7,163,895	\$ 6,310,035	\$ 6,299,904
Other Local Revenue 8600-8799	\$ 4,922,549	\$ 4,942,282	\$ 4,984,797
TOTAL REVENUES	\$ 66,515,199	\$ 66,163,346	\$ 67,319,929
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 26,813,794	\$ 27,545,069	\$ 27,718,323
Classified Salaries 2000-2999	\$ 11,057,061	\$ 10,983,924	\$ 11,027,225
Employee Benefits 3000-3999	\$ 18,801,473	\$ 19,712,944	\$ 19,853,950
Books and Supplies 4000-4999	\$ 1,861,526	\$ 2,098,573	\$ 2,093,273
Services and Other Operating Expenditures 5000-5999	\$ 8,458,390	\$ 7,910,614	\$ 7,807,995
Capital Outlay 6000-6999	\$ 141,900	\$ -	\$ -
Other Outgo (excuding Indirect Costs) 7100-7299 7400-7499	\$ 743,808	\$ 743,114	\$ 745,187
Transfers of Indirect Costs 7300-7399	\$ (301,374)	\$ (301,374)	\$ (301,374)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 67,576,578	\$ 68,692,864	\$ 68,944,579
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 208,425	\$ 208,029	\$ 207,606
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (1,269,804)	\$ (2,737,547)	\$ (1,832,256)
BEGINNING FUND BALANCE			
9791	\$ 9,113,251	\$ 7,843,447	\$ 5,105,900
Audit Adjustments/Other Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,843,447	\$ 5,105,900	\$ 3,273,644
COMPONENTS OF ENDING FUND BALANCE:			
Nonspendable 9711-9719	\$ 220,000	\$ 220,000	\$ 220,000
Restricted 9740	\$ 629,256	\$ 307,200	\$ 335,688
Committed 9750-9760	\$ -	\$ -	\$ -
Assigned 9780	\$ 251,321	\$ 264,233	\$ 629,871
Reserve for Economic Uncertainties 9789	\$ 2,033,550	\$ 2,067,027	\$ 2,074,556
Unassigned/Unappropriated Amount 9790	\$ 4,709,320	\$ 2,247,440	\$ 13,529

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

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I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2019-20	2020-21	2021-22
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 67,785,003	\$ 68,900,893	\$ 69,152,185
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 67,785,003	\$ 68,900,893	\$ 69,152,185
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 2,033,550	\$ 2,067,027	\$ 2,074,566

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,033,550	\$ 2,067,027	\$ 2,074,556
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 4,709,320	\$ 2,247,440	\$ 13,529
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 6,742,870	\$ 4,314,467	\$ 2,088,085
f.	Reserve for Economic Uncertainties Percentage	9.95%	6.26%	3.02%

3. Do unrestricted reserves meet the state minimum reserve amount?

2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 294,889
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (270,740)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ (9,234)
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (5,408)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (8,081)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (1,426)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (294,889)

Variance \$ -

Variance Explanation:

6. Will this agreement create or increase deficit financing in the current or subsequent years?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (999,064)	(1.5%)	Planned spending of reserves.
Current FY Surplus/(Deficit) after settlement(s)?	\$ (1,269,804)	(1.9%)	Planned spending of reserves.
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (2,737,547)	(4.0%)	Planned spending of reserves.
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,832,256)	(2.6%)	Planned spending of reserves.

Deficit Reduction Plan (as necessary):

7. Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2019-20	2020-21	2021-22
a. LCFF Funding per ADA	9,675.74	9,993.56		
b. Amount Change from Prior Year Funding per ADA		317.82	-	-
c. Percentage Change from Prior Year Funding per ADA		3.28%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		294,889.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		0.52%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Within	-	-

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Monrovia Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2018 to June 30,2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	294,889
\$	(294,889)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify



District Superintendent
(Signature)

5-6-2020
Date

I hereby certify I am unable to certify



Chief Business Official
(Signature)

5/4/20
Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Assumptions are the same as the District's 2019-20 Second Interim Budget.

Concerns regarding affordability of agreement in subsequent years (if any):

The District started negotiations with the bargaining associations for the 18-19 and 19-20 school year before COVID-19 pandemic. We used the Governor's January preliminary state budget assumption which was reflected in multi-year projections of the District Second Interim Report, to reach the agreement. COVID-19 may impact state economy due to the Shelter in Home orders and extension of the both federal and state income taxes. Since the State May Revision is only a workload budget, the final impact will not be known until summer

The District and the bargaining associations acknowledge the Corona Virus Pandemic may affect the budget projections for the 2020-2021 school year. Given the long history of working with the District during difficult budget times, the associations reaffirm their commitment to work together with the District to resolve these challenges beginning in July 2020.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Monrovia Unified School District

District Name



**District Superintendent
(Signature)**

5/14/2020

Date

David C. Conway

Contact Person

(626) 926-6794

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 27, 2020, took action to approve the proposed agreement with the MTA/CSEA/MASA/CCM Bargaining Units.



**President (or Clerk), Governing Board
(Signature)**

5/27/2020

Date

Special Note: The Los Angeles County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

5. 19/20-3066 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONROVIA TEACHERS ASSOCIATION (MTA), CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS CHAPTER #20 AND MONROVIA UNIFIED SCHOOL DISTRICT

RECOMMENDATION

The Board of Education is requested to receive and approve two (2) Memorandum of Understandings (MOUs) between the Monrovia Unified School District and the Monrovia Teachers Association (MTA) and the California School Employees Association (CSEA) and its Chapter #20.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti_____

Board Member Wong____, Board President Hammond_____

Rationale:

These Memorandum of Understanding (MOUs) are entered between Monrovia Teachers Association (MTA) and California Schools Employees Association and its Chapter #20 (CSEA) for outlining the guidelines regarding working conditions for unit members during school closures related to the COVID-19 virus pandemic.

Background:

On May 13, 2020 the Monrovia Teachers Association and the District entered a Memorandum of Understanding (MOU) agreement for the duration of school closures. Key components of the agreement include: assessment and student expectations, curriculum content and scheduling, special education, evaluation of teacher performance, work hours, and communication expectations. On May 15, 2020, the California School Employees Association and its Chapter #20 (CSEA) and the District entered a Memorandum of Understanding (MOU) agreement for the duration of school closures. Key components of the agreement include: student and employee privacy rights, training and implementation of public health measures, employees reporting to work during closures, leaves, distance learning, and pay. Both of these MOUs are set to expire June 30, 2020. Monrovia Unified Schools District schools are currently closed.

Additional Information:

Monrovia Unified Educators and Classified Personnel continue to support our students and work through these unprecedented times. MTA, CSEA and MUSD collaborated to develop these agreements to guide employees during this period of shelter in place.

ATTACHMENTS

- [MTA MOU 5_13_2020 for Board.pdf](#)
- [CSEA COVID MOU 052020.pdf](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT (MUSD)
AND MONROVIA TEACHERS ASSOCIATION (MTA)
School Closure/Dismissal Related to COVID-19 (COVID-19)

May 13, 2020

The Monrovia Unified School District (“District”) and Monrovia Teachers Association (MTA) enter into this Memorandum of Understanding (“MOU” during the school Closure/Dismissal as related to COVID-19.

The Parties recognize there is a need to close schools (“Closure/Dismissal”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

Defining “Distance Learning,” Assessment, and Student Expectations

1. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication. All such instruction shall take place only through a District-approved platforms, and shall be consistent with District acceptable use policies and observant of student privacy rights.
2. Distance Learning activities provided to students will include enrichment, essential standards, and review through the Google Platform , text, e-mail and/or physical packets. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instruction’s (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Assessments given during distance learning shall not adversely impact full term summative measures of student achievement.
3. The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work during school closure/dismissal.
4. Unit members may work remotely for the duration of the school closure/dismissal. Unit members shall communicate with parents and students regularly and should access their school email daily. A minimum of two weekly “office hours” shall be required of teachers.
5. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school dismissal or closure. Stipends normally paid to coaches and teachers for other services given during the spring semester shall receive those stipends. Those receiving stipends in the Spring shall submit a brief summary of the work performed to

their site Administrator to justify the disbursement of public funds. These summaries shall not be used to evaluate the amount or quality of the work performed.

6. The district shall provide bargaining unit members, to the extent possible, with timely access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction of Distance Learning platforms and instructional materials.
7. Teachers shall provide paper packets as needed to students who are unable to connect online, or who may need to practice manual dexterity tasks (i.e. TK-5th grade) or require other specialized work. Gen Ed. teachers will take primary responsibility for providing packets, but the Sp. Ed case carrier shall take primary responsibility for any student with an IEP. Site Admin will compile a list of which students require packets and assist in their distribution to students. District facilities shall be made available for the reproducing, packaging and distribution of such materials to students.

Curriculum Content and Scheduling

8. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers shall customize the content to meet the needs of the students in their class (es). Bargaining unit members are encouraged to be innovative and develop activities to support and encourage their own innovative teaching modalities, consistent with Board policy.
9. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. The pace of instruction shall be based on the needs of one's students with a focus on covering essential grade-level standards. Assignment types are up to the teacher's discretion.

Special Education, Counselors, Psychologists, and Adaptive P.E.

10. The parties will provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
11. Core content and Special Education teachers shall attend IEPs per administrator/case carrier request.
12. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
13. District Special Education Teachers (Mild/Moderate & Moderate/Severe) shall provide continuity of learning through a variety of distance learning resources as appropriate and in accordance to a student's IEP so that special education students have access to similar learning opportunities as general education students. Any appointments scheduled shall be conducted by telephone or virtually through the use of a MUSD-approved platform.
14. District Resource Specialist Program Teachers (RSP) shall provide supports, activities, etc., in accordance to a student's IEP, and collaborate with their student's general education teachers so that the students on their caseload have access to the general education distance learning curriculum. Any appointments scheduled shall be conducted by phone or virtually through the use of a MUSD approved platform.

15. District Speech/Language Pathologists (SLPs) shall prepare distance learning activities that can be completed at home as appropriate. District SLPs shall provide appointments to students for social pragmatic and speech/language needs when appropriate. The at-home activities and/or appointments are to be developed in accordance to each student's IEP goals and objectives. Any appointments scheduled shall be conducted by phone or virtually through the use of a MUSD approved platform.
16. District School Counselors shall provide appointments to students for outreach, social emotional, counseling, academic and/or college and career counseling and/or to provide resources to all students and families, when appropriate to meet a student's IEP goals and objectives and/or meet legal Foster Youth/Homeless mandates. Any appointments scheduled shall be conducted by phone or virtually through the use of a MUSD approved platform.
17. School Psychologists shall provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists and/or by site admin, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.
18. Adaptive P.E. instruction shall deliver IEP services in a manner that can be carried out by students and parents at home.
19. The District and MTA agree to meet periodically to address implementing guidance from LACOE as well as the California and Federal Departments of Education in order to provide equitable and appropriate education for our students with special needs. The Parties will work collaboratively to develop and refine workload expectations and requirements for implementing online learning during the pandemic.

Evaluations

20. Evaluations and related components shall be based on formal and informal observations and interactions completed prior to March 13, 2020. Teachers shall not be evaluated based on the "quality" of lessons delivered during the 19/20 school closure/dismissal. Administrators shall continue to provide feedback and support for instruction.


Misc. /Other Provisions

21. Upon the District determination that schools are safe to re-open, the District shall provide all unit members at least one on-campus, pupil-free work day to prepare for the return to the classroom with students. The District shall sanitize all school sites before unit members return, including restocking of soaps and paper towels.
22. Leaves due to COVID-19 related events: The District shall comply with all applicable laws related to leaves enacted in response to the COVID-19 pandemic, including the Families First Coronavirus Response Act ("FFCRA"), for eligible unit members with qualifying reasons. Unit members requiring leave for reasons other than those qualifying reasons enumerated under the FFCRA shall utilize appropriate, accrued leave available to them as provided in the parties' collective bargaining agreement. District employees may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

23. Should the District be required to add additional workdays to the 2019-2020 school year or alter the calendar for the 2020-2021 school year, the parties will meet and negotiate concerning implementation and compensation.
24. Unit members shall remain available to return to the worksite during working hours if necessary. The District will provide unit members 24-hour notice of the need to return to the worksite.
25. All components of the current Collective Bargaining Agreement between the Association and the District not addressed in terms of this agreement shall remain in full effect. This agreement is based on unique circumstances and is non-precedent setting.
26. Based upon the urgent need to adopt this MOU, with the approval of the MTA Executive Board and the Monrovia Board of Education, no ratification shall be required by Union membership.

This MOU shall expire on June 30, 2020, but may be extended by mutual written agreement.

Agreed and signed:



Anne Battle
President
Monrovia Teachers Association



Darvin Jackson, Ed.D.
Assistant Superintendent
Human Resources

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PARTIES KNOWN AS
THE MONROVIA UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 20
REGARDING RESPONSE TO COVID-19 (CORONAVIRUS)**

WHEREAS, the Monrovia Unified School District (District) and California School Employees Association and its Monrovia Chapter #20 (CSEA) recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. We agree that continuity of District operations should be maintained and provisions should be made for District employees who are impacted by the pandemic.

NOW THEREFORE, the following is agreed upon and understood by and between the District and CSEA, Chapter 20:

- 1) **Sharing of information about spread of illness:** The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. Both parties shall take all necessary steps to ensure student and employee privacy rights are protected.
- 2) **Training and implementation of public health measures:** The District will train its employees in measures to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures to the extent they are available (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall make available to employees protective gear the CDC deems necessary to complete assigned tasks. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- 3) **Employees reporting during closures:** The District shall inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related closures. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the pandemic.
- 4) **Leaves due to COVID-19 related events:** The District shall comply with all applicable laws related to leaves enacted in response to the COVID-19 pandemic, including the Families First Coronavirus Response Act ("FFCRA"), for eligible unit members with qualifying reasons.

Unit members requiring leave for reasons other than those qualifying reasons enumerated under the FFCRA shall utilize appropriate, accrued leave available to them as provided in

the parties' collective bargaining agreement. District employees may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Employees belonging to populations deemed by the CDC as medically vulnerable shall be allowed to self-quarantine upon the presentation of their medical provider's written verification that it is necessary, at no loss to individual leaves or pay. Similarly, those employees with medical proof (i.e. doctor's note) of susceptibility to the virus should it be detected among students or staff at a facility shall be granted leaves accordingly.

- 5) **Distance learning:** CSEA bargaining-unit employees shall suffer no loss of pay or benefits as a result of District implementation of distance learning programs. The District will keep CSEA informed of any changes to its operations due to the adoption of distance education.
- 6) **No loss of pay during COVID-19 related closures or curtailments:** In the event District facilities must be closed and/or District operations are curtailed due to the coronavirus pandemic, CSEA Bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. The District will continue to pay bargaining-unit employees who work remotely or who are available to work "on call" will be paid their regular compensation. Employees unable to work may access available leave accounts.
- 7) **CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to pandemic.
- 8) **Duration of Agreement:** This agreement shall remain in effect through June 30, 2020, unless extended by mutual, written agreement.
- 9) **Grievance Procedure:** Alleged violation of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

CSEA and the District agree to the terms described above as indicated by signing below.

Dated: 5-18-20

By: 

For District

Dated: 5/15/20

By: 

Dated: 5/14/2020

By: 

For California School Employees Association

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

6. 19/20 - 4027 – CONTRACT FOR E-RATE RELATED SERVICES WITH CSM CONSULTING, INC.

RECOMMENDATION

The Board of Education is requested to approve a one year contract renewal of the Professional Services Contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding year 24 (2020 - 2021).

Motion by _____, seconded by _____ Vote _____
Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti____
Board Member Wong____, Board President Hammond_____

Rationale:

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

Background:

The Board of Education previously approve the Professional Services Contract between CSM Consulting, Inc., and Monrovia Unified School District for E-Rate funding years 24 (fiscal years 2020-2021 and 2021-2022) in the amount of \$13,000 annually over the next year. If we apply for Category 2 E-Rate funds an additional amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts"). During the last two fiscal years the District has successfully used CSM for assistance with E-Rate filings. Audit requirements imposed by Universal Service Administrative Company (USAC), the entity that administers the E-rate program, have increased the effort required to ensure we meet E-rate compliance. Using CSM services will reduce time spent on E-Rate paperwork and provide auditing support.

Budget Implication (\$ Amount):

This will impact the Technology Services Budget by \$13,000 for the 2020-2021 school year and if we apply for Category 2 E-Rate funds an additional amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of \$10,000 ("C2 Amounts"). Costs will be covered with E-Rate reimbursements, traditionally E-Rate has provided the District about \$250,000 annually in Federal funds for Internet, telephone and network services.

Account:

Funds will come from Technology Budget

Additional Information:
Please see attached renewal.

ATTACHMENTS

- [CSM Contract 052020.pdf](#)



CONTRACT FOR E-RATE COMPLIANCE SERVICES

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

RECITALS

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

I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE

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

II. DISTRICT RESPONSIBILITIES

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

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

III. COST

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

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

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

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

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
 - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable

to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide an online document management software allowing the District multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.35 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service Yes No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
10. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016-35854704**

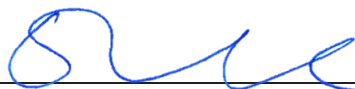
CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

11. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
12. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
13. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in Monrovia, CA This 27 day of May, 2020.



_____, Vice President
David T. Cichella



_____, Title Superintendent
Katherine Thorossian
_____, Print Name

Monrovia Unified School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)


This ATC/LOA (Agreement) entered into on this 27 day of May, 2020 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Monrovia Unified School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Monrovia Unified School District

Name: 

Print Name: Katherine Thorossian

Title: Superintendent

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

7. 19/20 - 4029 - CHROMEBOOK EQUIPMENT PURCHASE

RECOMMENDATION

The Board of Education is requested to approve the purchase of Chromebooks to support digital programs and support digital literacy.

Motion by _____, seconded by _____ Vote _____
Board Member Gililand____, Board Member Lockerbie____, Board Member
Travanti____
Board Member Wong____, Board President Hammond____

Rationale:

In order to support digital programs and move towards digital literacy for all students, devices are required.

Background:

The district has a little over 4,000 Chromebooks in our fleet. Some of them were purchased in 2015 and are showing age. The majority of our teaching stations date back to 2012 and will no longer install the latest operating system. Some of the teacher devices in the classroom date back to 2008.

Budget Implication (\$ Amount):

The cost for the purchase of Dell Chromebooks is not to exceed \$635K and will be paid from Title 2, Title 4, CTEIG (Career Technical Education Incentive Grand) and Supplemental and Concentration funds.

Account:

Additional Information:

ATTACHMENTS

- [Monrovia USD Dell Chromebook Quote.pdf](#)

Dell Chromebook 3100 Celeron 4GB RAM 32GB SSD Touch 3 Year Mail in

Description	Qty	Unit Price	Ext. Price	Tax
210-ARJL Dell Chromebook 3100 Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 4GB 2400MHz LPDDR4 Non-ECC 32GB eMMC Hard Drive 11.6" HD (1366 x 768) Embedded Touch, Camera & Microphone, WLAN Capable US English Keyboard, non-backlit Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0 Primary 3-Cell 42Whr Battery 65W AC Adapter 250V,1M US Power Cord Dell Limited Hardware Warranty Initial Year Mail In Service after Remote Diagnosis, 3 Years	1500	\$265.20	\$397,800.00	Y
EWRFL14 eWaste: more than 4 inches, less than 15 inches	1500	\$4.00	\$6,000.00	N

Price Subtotal: \$403,800.00

Dell Latitude 5400 Chrome Celeron 4GB RAM 128GB SSD Touch No Chrome OS Management 1 Year Onsite Warranty

Description	Qty	Unit Price	Ext. Price	Tax
210-ATTL Dell Latitude 5400 Chrome XCTO Intel Celeron 4305U Chrome OS (No management) Intel(R) UHD Graphics 610 with Displayport over Type-C for Intel 8th Gen Celeron 4305U 4GB, 1x4GB, DDR4 Non-ECC M.2 128GB PCIe NVMe Class 35 Solid State Drive 14" FHD (1920 x 1080) Anti-Glare Touch WLAN Capable Single Pointing Backlit US English Keyboard Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0 3 Cell 42Whr ExpressCharge™ Capable Battery 65W AC Adapter, 7.4mm Barrel E5 US Power Cord Dell Limited Hardware Warranty Onsite/In-Home Service After Remote Diagnosis, 1 Year	225	\$594.08	\$133,668.00	Y
EWRFL14 eWaste: more than 4 inches, less than 15 inches	225	\$4.00	\$900.00	N

Price Subtotal: \$134,568.00

Google Software

Description	Qty	Unit Price	Ext. Price	Tax
CROSSWDISEDU Google Chrome OS Management Console License,Education	1725	\$25.00	\$43,125.00	N

Price Subtotal: \$43,125.00

Monrovia USD-(1500)Dell 3100 Chromebook Celeron 4GB RAM 32GB SSD 3 Year Mail in Options #32881

Prepared by:

Los Angeles, CA

Chris Chukwuocha

800-998-9199

chris.chukwuocha@areyjones.com

Contract:

DELL WSCA CA Dell NASPO (07AHC)

NA

Prepared for:

Monrovia USD-IT

325 EAST HUNTINGTON DR.

Monrovia, CA 91016

Charles Poovakan

(626) 471-2015

cpoovakan@monroviaschools.net

Quote Information:

Quote # 032881.1

Quote Date: 05/22/2020

Expiration Date: 06/20/2020

Product Category: N/A

Quote Summary

Description	Amount
Dell Chromebook 3100 Celeron 4GB RAM 32GB SSD Touch 3 Year Mail in	\$403,800.00
Dell Latitude 5400 Chrome Celeron 4GB RAM 128GB SSD Touch No Chrome OS Management 1 Year Onsite Warranty	\$134,568.00
Google Software	\$43,125.00

Non-taxable Subtotal:	\$50,025.00
Taxable Subtotal:	\$531,468.00
Grand Subtotal:	\$581,493.00
Estimated Tax:	\$50,489.46
Grand Total:	\$631,982.46

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

8. 19/20-5048– BOARD POLICY 6157, *DISTANCE LEARNING*

RECOMMENDATION

The Board of Education is requested to receive for first reading Board Policy 6157, *Distance Learning*, as recommended by the California School Board Association.

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, the Office of the Superintendent has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval.

Background:

School districts receive regular policy updates from California School Boards Association (CSBA) which are compared to existing policies to determine the extent of modification that is needed. This revised policy is updated as recommended by CSBA as Board Policy 6157, *Distance Learning*. This policy has been reviewed by the appropriate instructional stakeholders and the Monrovia teachers union, prior to presenting it for Board review and approval. Additionally, Board President Rob Hammond has reviewed this Board Policy and has made no further adjustments.

Additional Information:

A copy of the proposed revised Board Policy 6157, *Distance Learning*, is attached.

ATTACHMENTS

- [BP 6157 Distance Learning - First Reading 052720.pdf](#)

DISTANCE LEARNING

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan

devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

Reviewed: May 27, 2020

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

9. 19/20-5052 - RESOLUTION FOR FEDERAL EDUCATION FUNDING IN LIGHT OF IMPACTS ASSOCIATED WITH COVID-19 PANDEMIC

RECOMMENDATION

The Board of Education is requested to approve Resolution # 1920-24, advocating for federal funding to support educational institutions impacted by the COVID-19 pandemic.

Motion by _____, seconded by _____ Vote _____

Board Member Gililland____, Board Member Lockerbie____, Board Member Travanti_____

Board Member Wong____, Board President Hammond_____

Rationale:

The COVID-19 pandemic has forced school districts and county offices of education to rapidly adapt under constantly changing and challenging circumstances to continue to deliver high-quality education to all students, while safeguarding public health. The challenges caused by an abrupt shift to distance learning have forced local educational agencies already faced with budget deficits to provide significant support and tailor resources to students to ensure learning continues. California Governor Gavin Newsom predicts the state will face a \$54 billion dollar deficit due to the economic devastation wrought by the coronavirus; much of which will undoubtedly impact public education institutions throughout the state. Monrovia USD will need substantial funding in order to overhaul operations to accommodate distance learning for all students, as well as provide the support services and healthy meals they need to thrive in school. This resolution is just one step towards advocating for federal funding to support these goals and ensure the district is fiscally solvent next school year.

Additional Information:

The proposed resolution is attached.

ATTACHMENTS

- [Board Resolution for Federal Funding COVID 19 - 052720.pdf](#)

**BEFORE THE GOVERNING BOARD OF THE
MONROVIA UNIFIED SCHOOL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

RESOLUTION NO. 1920-24

**FEDERAL EDUCATION FUNDING IN LIGHT OF IMPACTS ASSOCIATED
WITH COVID-19 PANDEMIC**

WHEREAS, the COVID-19 pandemic has forced school districts and county offices of education to rapidly adapt under constantly changing and challenging circumstances to continue to deliver high-quality education to all students while safeguarding public health; and

WHEREAS, the challenges caused by an abrupt shift to distance learning have forced local educational agencies already faced with budget deficits to provide significant support and tailor resources to students to ensure learning continues; and

WHEREAS, public schools will need substantial funding in order to overhaul operations to accommodate distance learning for all students, as well as provide the support services and healthy meals they need to thrive in school, and

WHEREAS, state and local budgets are quickly being drained of reserves through extreme upticks in unemployment rates and other impacts caused by COVID-19; and

WHEREAS, California Assembly Budget Chair Phil Ting (D-San Francisco), said in an April 8 memo echoing a Department of Finance advisory that the state's 2020–21 budget would need to be revisited and drastically scaled back from Gov. Gavin Newsom's January proposal in response to the economic impacts of COVID-19; and

WHEREAS, the latest UCLA Anderson Forecast for the nation, which represents only a preliminary estimate of the impact of the coronavirus on the economy, concludes that the 1.5 percent forecast for real GDP growth on a fourth-quarter to fourth-quarter basis "should be viewed as a midpoint between a minimal effect and a full-blown recession;" and

WHEREAS, the UCLA Anderson School of Management said the unemployment rate in California is expected to increase to 6.3 percent by the end of this year and is expected to continue to increase into 2021 with an average next year of 6.6 percent; and

WHEREAS, LEAs are working to continue to provide critical services to students and families, such as distance learning, meal pick-ups, access to technology, and mental and behavioral health services while grappling with an impending economic recession that includes a decline in revenues; and

WHEREAS, at the same time, LEAs including Monrovia Unified School District, is incurring new costs to effectively respond to COVID-19, which adds to the severity of the economic recession; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provides \$13.5 billion for public school budgets to directly stabilize public school funding nationwide, as well as additional aid for child care, child nutrition and grants to provide mental health support to students; and

WHEREAS, the \$31 billion in dedicated emergency funding for K-12 and higher education provided by the CARES Act falls far short of the 2009 American Recovery and Reinvestment Act, the Great Recession-era stimulus, which provided \$100 billion for education with investments in both state fiscal stabilization funds as well as public school categorical programs including Title I and the Individuals with Disabilities Education Act; and

WHEREAS, the Association of California School Administrators and the California School Boards Association in an April 15 letter to congressional leaders requested the next federal stimulus package include an additional \$175 billion under the Education Stabilization Fund for the Elementary and Secondary School Emergency Relief Fund; specific targeted funding support for students with disabilities and low-income students; and for mental health and trauma services for students, as well as waivers targeting a narrow set of requirements under IDEA that schools cannot safely meet under statewide shelter-in-place orders; and

WHEREAS, 35 U.S. senators, including California's Diane Feinstein and Kamala Harris, strongly urged Congress in an April 2 letter that the next coronavirus relief package include at least \$2 billion in E-Rate funds for schools and libraries to provide WiFi hotspots or other devices with WiFi capability to students without adequate connectivity at their home, noting the "homework gap" experienced by 12 million students in this country who do not have internet access at home and are unable to complete their homework; and

WHEREAS, the Public Policy Institute of California found in 2019 that nearly 16 percent (roughly 945,000) of California's school-aged children had no internet connection at home in 2017, while 27 percent (about 1.7 million) did not have broadband access; and

WHEREAS, the issue is even more prevalent for low-income households and students in rural areas; and

WHEREAS, research shows that students without home internet access have lower reading, math, and science scores, which is likely to be exacerbated as schools nationwide transition from in-person instruction to distance learning; and

WHEREAS, Gov. Gavin Newsom sent a letter to Senate Majority Leader Mitch McConnell, Senate Democratic Leader Chuck Schumer, Speaker of the House Nancy Pelosi and House Republican Leader Kevin McCarthy on March 19 requesting additional federal assistance to supplement California's efforts to prepare for a COVID-19 surge; and

WHEREAS, national education organizations including the National Education Association, the American Federation of Teachers, The School Superintendents Association, the Council of Great City Schools, the National Parent Teachers Association and the National School Boards Association have called upon Congress to provide \$200 billion to begin providing relief to public schools throughout the country.

NOW, THEREFORE BE IT RESOLVED, that the Monrovia Unified School District Board of Education calls on our Congressional delegation, inclusive of our United States Senators and House of Representatives, and the Governor of California to advocate for additional federal funding to prioritize stable public school funding.

The foregoing Resolution was adopted by the Governing Board of the Monrovia Unified School District on the 27th Day of May, 2020, by the following vote:

AYES: 5

NOES: 0

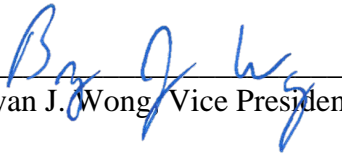
ABSENT: 0



Rob Hammond, President



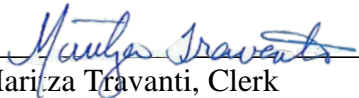
Selene Lockerbie, Member



Bryan J. Wong, Vice President



Ed Gililand, Member



Mariza Travanti, Clerk

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

10. 19/20-5053 - BOARD DISCUSSION REGARDING 2020-21 SY

RECOMMENDATION

The Board of Education will begin discussions on the status of the 2020-21 school year and the potential changes to the traditional learning environment.

ATTACHMENTS

Agenda Item Details

Meeting Date: 2020-05-27 19:00:00

AGENDA ITEM TITLE:

11. 19/20-5054 - PENDING BOARD ISSUES

RECOMMENDATION

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

Rationale:

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

Background:

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

Additional Information:

ATTACHMENTS

- [Pending Board Issues - 052720.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
Cyclical Reports		
LCFF / LCAP	Annual review and revision of LCAP with input from stakeholder groups.	Awaiting LACOE guidance
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	Date to be determined
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Date to be determined

Issue/Question/Request	Status	Next steps
Cyclical Reports (continued)		
<p>Student Achievement: standards & plans for closing the achievement gap; investigation of model practices, demographic data, and multiple measures of achievement.</p>	<p>Educational Services Board Meeting Reports:</p> <p>6/10/20: • Report to the Community (Annual Budget due July 1, 2020)</p> <p>6/24/20: • Con Ap approval</p>	
<p>Technology Projects</p>	<p>Staff technology standards & teaching plan – working with Educational Services.</p>	<p>June 2020</p>

Issue/Question/Request	Status	Next steps
Budget/ Enrollment/Staffing	<p align="center">Cyclical Reports (Continued)</p> <p><u>2019-20 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • June 10, 2020: 2020-21 Budget Adoption 	
Board Walks (Board site visits)	Board Walks will resume in the 2020-2021 SY	Secondary schools in 2020-21 school years
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2022

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Legislative Policy	<ul style="list-style-type: none"> Review legislative policy changes/updates Special Education funding 	2019-20
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2019-20
Facilities Needs Assessment Prioritized List	<ul style="list-style-type: none"> Receive recommendations about the Facilities Master Plan needs assessment 	Facilities Advisory Committee will convene in Fall
Jt. Meeting with Monrovia City Council	<ul style="list-style-type: none"> To collaborate and discuss matters of importance to both the City of Monrovia and the District 	Working on potential dates
State of the Schools	<ul style="list-style-type: none"> Plans in progress 	October 7, 2020
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	In progress
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Grant submitted with letters of support from representatives

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2019-20
	Business Policies	2019-20
	Human Resources Policies	2019-20
	Educational Services Policies	2019-20
	Pupil Personnel Services	2019-20