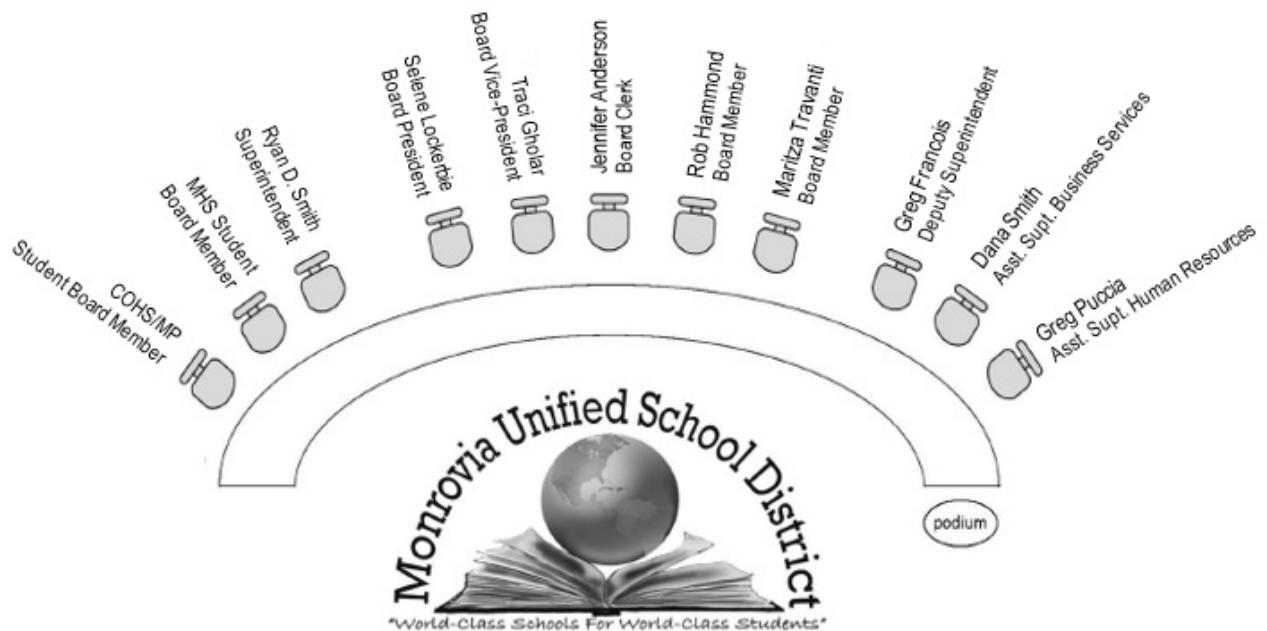




In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the Superintendent's Office (626) 471-2010, twenty-four hours prior to the meeting so that reasonable arrangements can be made. The Administration Center Board Room is wheelchair 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, September 28, 2022

5:15 p.m. - Superintendent's Office

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, September 28, 2022

6:30 p.m. - Board Room

A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING

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)

3. Superintendent Evaluation
4. Pending Litigation

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

1. Meeting called to order by presiding chairperson, _____ at _____ pm.
2. Pledge of Allegiance by Monrovia High School - Adrian Ayala, Principal
3. Administer Oath of Office to Student Board Member

4. Roll Call:

Selene Lockerbie, Board President _____	Ryan D. Smith, Superintendent _____
Traci Gholar, Board Vice-President _____	Gregoire Francois, Deputy Supt. _____
Jennifer Anderson, Board Clerk _____	Dana Smith, Asst. Supt. Bus. Svcs. _____
Rob Hammond, Board Member _____	Greg Puccia, Asst. Supt. HR _____
Maritza Travanti, Board Member _____	
Sarah Tripp, Student Board Member _____	

E. ORDER OF BUSINESS

1. Board Agenda discussion/ presentation items, which could include input from representatives of agendized matters, may be moved up on the Agenda.
2. Approve the Minutes of the Regular Board of Education Meeting on September 14, 2022.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond _____, Board Member Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

[Board Meeting Minutes 091422.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

1. The Board of Education would like to recognize Monrovia High School's AP Scholars:

AP Scholars

Sophia R. Adkins	Francisco G. Alcalá	Megan P. Barrett
Shaylen S. Berry	Erin A. Byrnes	Zoey C. Caputi
Kendra M. Christian	Evan M. Clements	Hunter S. Craig
Brooklyn C. Cumes	Jacob E. Cupp	Cedric Donohue
Alyssa D. Escarcega	Luke C. Grebel	Kendra L. Harbert
Kristoffer J. Kaufmann	Carlos Martinez	Layla E. Mihal
Christian Morales	Jacqueline H. Munoz	Deanna D. Pham
Elie C. Raad	America N. Ramos	Brendan Q. Reyes
Matthew A. Rocha	Chloe E. Thomas	Ryan D. Thrailkill

AP Scholars with Honors

Valery A. Almeida	Lukas C. Barkume	Silas D. Brusseau
Michael A. Camacho	Jonathan Camargo	Robert C. DeBetta
Finn Espinoza	Julia G. Heatherly	Ian M. Hughes
Sophia G. Lee	Elizabeth Liu	Alexandra A. Lo
Susann Martinez	Matthew Nguyen	Jordan T. Smith

AP Scholars with Distinction

Antoinette Body
Edward L. Feldman
Matthew P. Hui
Alexander L. Lenz
Jane L. Neuman
Megan T. Ta

Kento H. Bushey
Angelina A. Hamilton
Elizabeth A. Hutson
Anais I. Montes
Kaylena D. Pham
Ashlynn Vales

Lucas Corsi
Jack W. Heatherly
Marcel K. Kortylewski
Natalie E. Nash
Andrew Y. Smithwick

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

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

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than three (3) minutes per person, per agenda or non-agenda item, totaling no more than 20 minutes per item.

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

2. Public Comments for items on the Open Session Agenda

H. STAFF PRESENTATIONS

1. Cognitively Guided Instruction (CGI) (Dr. Greg Gero, Director of Elementary Education Services).

The Board of Education will receive an annual update on Cognitively Guided Instruction (CGI).

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 Travanti __, Board Member Hammond __, Board Member Anderson __,

Board Member Gholar ____, Board President Lockerbie _____

EDUCATIONAL SERVICES

1. 22/23-1042 - YEARBOOK AGREEMENT WITH JOSTENS, INC.

The Board of Education is requested to approve an agreement with Jostens, Inc., to produce and provide yearbooks for Monrovia High School for the 2022-23 school year.

[JOSTENS AGREEMENT - MHS - Revised - 20220922.pdf](#)

2. 22/23-1044 - REQUEST FOR PURCHASE OF ADDITIONAL CLASSROOM MATERIALS

AND SUPPLIES FOR THE FEMINEER STUDENT PROGRAM

The Board of Education is requested to approve the purchase of additional classroom materials and supplies for the Femeiner Student Program to support student learning.

[Revised Femeiner Creative Robotics Supplies 2022-23.pdf](#)

3. 22/23-1045 - WAIVER OF PHYSICAL EDUCATION REQUIREMENT FOR GRADUATION

The Board of Education is requested to approve a waiver from the physical education requirement for a high school student due to a medical condition.

BUSINESS SERVICES

4. 22/23-2038 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$4,179,827.81 issued August 26, 2022, through September 09, 2022, and payments in the amount of \$5,195,266.55, issued September 1, 2022, through September 14, 2022.

[BA Item 2038\(b\) Purchase Order Rpt 9-28-22.pdf](#)

5. 22/23-2039 - CUMULATIVE OBJECT SUMMARY REPORT

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of June 2022.

[BA Item 2039\(b\) Cumulative Object Summary Rpt \(June 2022\) 9-28-22.pdf](#)

6. 22/23-2040 - BUDGETARY TRANSFERS AND REVISIONS

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

[BA Item 2040\(b\) Budgetary Transfers 9-28-22.pdf](#)

7. 22/23-2041 - ACCEPTANCE OF GIFTS

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-03.

[Acceptance of Gifts #2023-03 09-28-22.pdf](#)

8. 22/23-2042 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #5 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts #5.pdf](#)

9. 22/23-2043 – AGREEMENT WITH PEARL PREPARATORY SCHOOL

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Pearl Preparatory School.

[BA Item 2043\(b\) Agreement with Pearl Prep 9-28-22.pdf](#)

10. 22/23-2044 - AGREEMENT WITH IMMACULATE CONCEPTION STEM ACADEMY

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Immaculate Conception STEM Academy.

[BA Item 2044\(b\) Agreement with Immaculate Conception STEM Academy 9-28-22.pdf](#)

11. 22/23-2045- PURCHASE AGREEMENT WITH SYSCO FOODS

The Board of Education is requested to ratify a piggyback purchase agreement with SYSCO Foods to provide grocery products for the 2022-23 school year.

[BA Item 2045\(b\) Purchase Agreement with SYSCO Foods 9-28-22.pdf](#)

12. 22/23-2054 - FOOD CATERING TRUCK AGREEMENT - FLUFF ICE

The Board of Education is requested to approve a food catering truck agreement with Fluff Ice for the purpose of a fundraising event at Plymouth Elementary School in the Monrovia Unified School District.

[BA Item 2054\(b\) Food Truck Catering Agreement - Fluff Ice 9-28-22.pdf](#)

13. 22/23-2057 - RENEWAL OF ADOBE CREATIVE CLOUD SUBSCRIPTION

The Board of Education is requested to approve the renewal of a software subscription with Adobe Creative Cloud for one (1) year. Effective October 17, 2022, through October 16, 2023.
[SHI Quote-22466839.pdf](#)

HUMAN RESOURCES

14. 22/23-3022 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #5.
[Board report 2022-09-28.pdf](#)

15. 22/23-3023 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education is requested to approve Travel and Conference Report #5.
[09282022TravelConference.pdf](#)

J. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – Greg Francois, Ed.D., Deputy Superintendent

1. 22/23-1035 - 21st CENTURY CLASSROOM EDUCATIONAL TECHNOLOGY COMPONENTS FOR CANYON OAKS HIGH SCHOOL

The Board of Education is requested to approve quotes from CDW-G and HDTV Supply for the purchase of 21st century classroom technology and computer equipment for Canyon Oaks High School in support of improved schoolwide instruction and curriculum.

Motion by _____, seconded by _____, Vote _____

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

[MCAS 21st Century Technology Quotes - 20220928.pdf](#)

2. 22/23-1039 - PUBLIC HEARING FOR COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT WITH CITRUS COMMUNITY COLLEGE DISTRICT AND ADOPTION

The Board of Education is requested to hold a public hearing to take testimony from the public and discuss the College and Career Access Pathways (CCAP) Partnership Agreement between Citrus Community College District and Monrovia Unified School District for a dual enrollment Early College program prior to adoption.

Motion by _____, seconded by _____, Vote _____

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

[AB 288 CCAP Agreement - 20220824.pdf](#)

3. 22/23-1040 - PROFESSIONAL SERVICE AGREEMENT WITH KIM GAMEROZ FOR MAYFLOWER ELEMENTARY SCHOOL

The Board of Education is requested to approve an agreement with Kim Gameroz to provide Social Emotional Learning coaching and mentoring to the staff of Mayflower Elementary School for four (4) consecutive months, October 2022 through January 2023.

Motion by _____, seconded by _____, Vote _____

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

[PSA - GAMEROZ, K. - Mayflower 2022-2023 - 20220928.pdf](#)

4. 22/23-1041 - APPROVAL OF NAVIGATE360 PROPOSALS

The Board of Education is requested to approve the Navigate360 ALICE Instructor Certification and Training, Visitor Management/Emergency Management Subscription, and Behavioral

Threat and Suicide Case Management Subscription Bundle proposals for the term of October 15, 2022, through October 14, 2025.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[Navigate360 Proposals.pdf](#)

BUSINESS SERVICES – Dana Smith, Asst. Supt. of Business Services

5. 22/23-2046- RATIFICATION OF FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR RECORDER/COUNTY CLERK

The Board of Education is requested to ratify a Facility Use Agreement with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC).

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2046\(b\) Facility Use Agreement with L.A. County RRCC 9-28-22.pdf](#)

6. 22/23-2047 - RESOLUTION PROCLAIMING OCTOBER 10-14, 2022, AS "NATIONAL SCHOOL LUNCH WEEK"

The Board of Education is requested to adopt Resolution No. 2223-05, proclaiming the week of October 10-14, 2022, as "*National School Lunch Week.*"

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2047\(b\) National School Lunch Resolution # 2223-05 9-28-21.pdf](#)

7. 22/23-2048 - RATIFICATION OF AGREEMENT WITH TEMPLE CITY CHRISTIAN PRESCHOOL

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Temple City Christian Preschool.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2048\(b\) Agreement with Temple City Christian Preschool 9-28-22.pdf](#)

8. 22/23-2049 - MEMORANDUM OF AGREEMENT WITH LOS ANGELES COUNTY

The Board of Education is requested to approve a Memorandum of Agreement (MOA) with the County of Los Angeles to use Crescenta Valley Regional Park for a school sponsored recreation event.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2049\(b\) MOA with the County of L.A. 9-28-22.pdf](#)

9. 22/23-2050 - PURCHASE OF LIGHTING BOARD FROM COMPASS SYSTEMS, LTD FOR THE TAYLOR PERFORMING ARTS CENTER

The Board of Education is requested to approve the purchase of a new lighting board for the Taylor Performing Arts Center located on the Monrovia High School campus.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar ____, Board President Lockerbie _____

[BA Item 2050\(b\) Purchase of Lighting Board from Full Compass Systems, Ltd. 9-28-22.pdf](#)

10. 22/23-2051 - MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES COUNTY OFFICE OF EDUCATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Los Angeles County Office of Education (LACOE) for cost sharing for LACOE's procurement, configuration, and implementation of a new countywide Enterprise Management System (ERP).

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2051\(b\) MOU with LACOE 9-28-22.pdf](#)

11. 22/23-2052 - ARCHITECTURAL SERVICES AGREEMENT WITH WEST GROUP DESIGNS, INC FOR THE CANYON EARLY LEARNING CENTER (CELC) SHADE STRUCTURE MODERNIZATION PROJECT

The Board of Education is requested to approve an architectural services agreement with West Group Designs, Inc. to perform design, construction project management, supplier coordination, and quality control for the implementation of a new shade structure for Canyon Early Learning Center (CELC) toddler play surface area and amphitheater area.

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2052\(b\) Architectural Services Agreement with West Group Designs, Inc. 9-28-22.pdf](#)

12. 22/23-2053 - SHARP LEASE COPIER/PRINTER LEASE AGREEMENT

The Board of Education is requested to approve a five (5) year (60 month) lease agreement, with a purchase option, from Sharp Corporation for two (2) MX – M5071 copier/printer units for Monroe Elementary School. The site will own copier units at the conclusion of the lease term period.

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2053\(b\) Sharp Copier Lease Agreement 9-28-22.pdf](#)

13. 22/23-2055 - FOOD CATERING TRUCK AGREEMENT - PATTY MEETS BUN

The Board of Education is requested to approve a food catering truck agreement with Patty Meets Bun for the purpose of a fundraising event at Plymouth Elementary School in the Monrovia Unified School District.

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2055\(b\) Food Truck Catering Agreement - Patty Meets Bun 9-28-22.pdf](#)

14. 22/23-2056 - SERVICE AGREEMENT WITH LH PRODUCTIONS

The Board of Education is requested to approve a contract with LH Productions to replace and upgrade the wireless microphones used at the Taylor Performing Arts Center located on the Monrovia High School campus.

Motion by _____, seconded by _____, Vote _____

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

[BA Item 2056\(b\) Service Agreement with LH Productions 9-28-22.pdf](#)

HUMAN RESOURCES – Greg Puccia, Ed.D., Asst. Supt. of Human Resources

15. 22/23-3024 - PUBLIC HEARING AND APPROVAL OF CSEA/DISTRICT JOINT INITIAL

PROPOSAL TOPICS FOR 2022-23 NEGOTIATIONS

The Board of Education is requested to receive and present for public review the joint initial proposal topics for modification of the current CSEA/District collective bargaining agreement and to reserve time at its next regularly scheduled meeting on October 12, 2022, for public input.

Motion by _____, seconded by _____, Vote _____

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

[2022_2023 Initial Proposal Sunshine CSEA.pdf](#)

16. 22/23-3025 - PUBLIC HEARING AND APPROVAL OF MTA/DISTRICT JOINT INITIAL PROPOSAL TOPICS FOR 2022-23 NEGOTIATIONS

The Board of Education is requested to receive and present for public review the joint initial proposal topics for modification of the current MTA/District collective bargaining agreement and to reserve time at its next regularly scheduled meeting on October 12, 202, for public input.

Motion by _____, seconded by _____, Vote _____

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

[2022_2023 MTA INITIAL PROPOSAL Sunshine.pdf](#)

17. 22/23-3026 - APPROVAL OF JOB DESCRIPTION, *PRINCIPAL - EARLY CHILDHOOD LEARNING- CANYON EARLY LEARNING CENTER*

The Board of Education is requested to approve a new job description, *Principal, Early Childhood Learning*.

Motion by _____, seconded by _____, Vote _____

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

[Principal Early Childhood Learning 9_2022.pdf](#)

18. 22/23-3027 - APPROVAL OF JOB DESCRIPTION, *DIRECTOR OF EXPANDED LEARNING & ENRICHMENT PROGRAMS*

The Board of Education is requested to approve a new job description, *Director of Expanded Learning and Enrichment Programs*.

Motion by _____, seconded by _____, Vote _____

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

[Director of Extended Learning and Enrichment Programs, Classified.pdf](#)

BOARD BUSINESS – Ryan D. Smith, Ed.D., Superintendent of Schools

19. 22/23-5018 - BOARD DISCUSSION REGARDING SUPPORT FOR THE PUBLIC LANDS ACT

The Board of Education will discuss support for the Public Lands Act.

Motion by _____, seconded by _____ Vote _____

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

K. INFORMATION ITEMS

1. BOARD POLICY 4112.2, *CERTIFICATION & ITS ACCOMPANYING ADMINISTRATIVE REGULATION*

The Board of Education is requested to receive for first reading Board policy 4112.2, *Certification*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

[BP 4112.2 Certification.pdf](#)

[AR 4112.2 Certification.pdf](#)

2. BOARD POLICY 4112.9, *EMPLOYEE NOTIFICATIONS*

The Board of Education is requested to receive for first reading Board policy 4112.9, *Employee Notifications*, as recommended by the California School Boards Association (CSBA).

[BP 4112.9 Employee Notifications.pdf](#)

3. BOARD POLICY 4119.22, *DRESS AND GROOMING*

The Board of Education is requested to receive for first reading Board policy 4119.22, *Dress and Grooming*, as recommended by the California School Boards Association (CSBA).

[BP 4119.22 Dress And Grooming.pdf](#)

4. ADMINISTRATIVE REGULATION 4217.3, *LAYOFF/ REHIRE*

The Board of Education is requested to receive for first reading Administrative Regulation 4217.3, *Layoff/Rehire*, as recommended by the California School Boards Association (CSBA).

[AR 4217.3 Layoff Rehire.pdf](#)

5. 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 09282022.pdf](#)

L. FUTURE MEETING DATES

- October 12, 2022; 6:30 p.m. - Regular Board of Education Meeting
- October 26, 2022; 6:30 p.m. - Regular Board of Education Meeting
- November 9, 2022; 6:30 p.m. - Joint Board/PC Meeting

M. NEW BUSINESS

- Parent Teacher Conferences TK-8, October 3 - 7, 2022
- State of the Schools Address, Wednesday, October 19, 2022; 6 pm

N. 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, August 24, 2022

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

BOARD OF EDUCATION OPEN SESSION MEETING

Wednesday, August 24, 2022

6:30 p.m. - Board Room

Unadopted Minutes

A. CONVENE BOARD OF EDUCATION OPEN SESSION MEETING

1. Call to Order at 5:30 pm
2. Public Comments for Items on the Closed Session Agenda
 - **There were none**

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)
3. Superintendent Evaluation

C. ADJOURN BOARD OF EDUCATION CLOSED SESSION

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

1. Meeting called to order by presiding chairperson Selene Lockerbie at 6:43 pm.
2. Pledge of Allegiance by Clifton Middle School - Scott Moses, Principal
3. Administer Oath of Office to Student Board Member

3. Roll Call:

Selene Lockerbie, Board President Present	Ryan D. Smith, Superintendent Present
Traci Gholar, Board Vice-President Present	Gregoire Francois, Deputy Supt. Present
Jennifer Anderson, Board Clerk Present	Dana Smith, Asst. Supt. Bus. Svcs. Present
Rob Hammond, Board Member Present	Greg Puccia, Asst. Supt. of HR Present
Maritza Travanti, Board Member Present	
Emma Nahapetian, Student Board Member Present	

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.

- **None were moved**

2. Approve the Minutes of the Regular Board of Education Meeting on August 10, 2022.

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

Board Member Travanti - Y, Board Member Hammond - Y, Board Member Anderson - Y,

Board Member Gholar - Y, Board President Lockerbie - Y

[BM Minutes 08.24.2022.pdf](#)

F. RECOGNITIONS AND COMMUNICATIONS

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

- **Beatriz Ramirez, Preschool Teacher, CELC**
- **Maria Beller, Preschool Developmental Aide, CELC**
- **Tim Rodriguez, After School Activity Leader, Village**
- **Alena Ohrt, Senior Account Clerk, District Office**
- **Nick Melendez, Skilled Maintenance Plumber, District Office**

2. Board Member Reports

- Board Member Travanti extended an invitation to the Monrovia Latino Heritage Photo and Art Exhibit to be held at the Monrovia Community Center on Sunday, September 18.
- Board Member Anderson shared about the Monrovia Robotics kickoff event that took place at Monrovia High School on September 10. She also shared the important work being done by the strategic planning team she and Board Member Travanti are part of.

3. Student Board Member Report

- Student Board Member Nahapetian reported on events happening at MHS, including the "Green Out" at the first home game, Volleyball playing to support Suicide Prevention Month, several fundraisers during Club Rush Week, and the Homecoming dance coming on October 22.

4. Report from the Superintendent

- Dr. Smith congratulated Bradoaks, Mayflower, and Plymouth for their Silver medal for PBIS implementation and Monroe and Santa Fe for the Bronze medal. He also extended a thank you to the Maintenance, Operations, and Transportation team for all their work for our schools and students. Dr. Smith also shared the success of the meeting with Paper Learning at the District Office and Santa Fe Computer Science Magnet School on September 7. Finally, Dr. Smith invited everyone to the State of the Schools Address on October 19 at the Louise K. Taylor Performing Arts Center at MHS.

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

Please complete the "Addressing the Board of Education" form and give it to the Secretary of the Board (Superintendent) or the designee, prior to the meeting. In order to accomplish Board business in a timely and efficient manner, public input is limited to no more than three (3) minutes per person, per agenda or non-agenda item, totaling no more than 20 minutes per item.

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

so that all interested parties may provide input.

- **There were none**

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

- **There were none**

H. **CONSENT AGENDA**

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

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

Approval of Consent Agenda:

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

EDUCATIONAL SERVICES

1. 22/23-1024 - MEMORANDUM OF UNDERSTANDING WITH LIFTON INSTITUTE OF MEDIA ARTS & SCIENCES

The Board of Education is requested to approve a Memorandum of Understanding between Lifton Institute of Media Arts & Sciences and Monrovia Unified School District to provide professional quality, short-term television production training for Monrovia Community Adult School students for the period of September 14, 2022, through June 30, 2025.

[MCAS MOU Lifton Institute of Media Arts & Sciences - 20220914.pdf](#)

2. 22/23-1025 - MEMORANDUM OF UNDERSTANDING WITH PACIFIC COLLEGE

The Board of Education is requested to approve a Memorandum of Understanding between Pacific College and Monrovia Unified School District as part of the early college program for the use of facilities at Monrovia Community Adult School for the offering of specific college courses for September 14, 2022, through June 30, 2025.

[MCAS MOU Pacific College - 20220914.pdf](#)

3. 22/23-1026 - MEMORANDUM OF UNDERSTANDING WITH SECURITY EDUCATION INSTITUTE, LLC

The Board of Education is requested to approve a renewal of the Memorandum of Understanding (MOU) to continue a partnership with Security Education Institute, LLC (SEI), and Monrovia Unified School District, on behalf of the Monrovia Community Adult School (MCAS) for the period of September 14, 2022, through June 30, 2025.

[MCAS MOU Security Education Institute - 20220914.pdf](#)

4. 22/23-1028 - MEMORANDUM OF UNDERSTANDING WITH ELITE SOFTWARE AND GRAPHICS dba MADMEN MARKETING CONSULTANTS, LLC

The Board of Education is requested to approve a Memorandum of Understanding to continue a partnership with Elite Software and Graphics, dba Madmen Marketing Consultants, LLC, and Monrovia Community Adult School, to provide comprehensive digital, print, and targeted marketing services from September 14, 2022, through June 30, 2025.

[MCAS MOU Madmen Marketing Consultants - 20220914.pdf](#)

5. 22/23-1029 - MEMORANDUM OF UNDERSTANDING WITH TEMPLE CITY UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve a Memorandum of Understanding with Temple

City Unified School District (TCUSD) for services provided by Monrovia Unified School District (MUSD) on behalf of Monrovia Community Adult School from September 14, 2022, through June 30, 2025.

[MCAS MOU Temple City Unified School District - 20220914.pdf](#)

6. 22/23-1032 - COMMUNITY ADVISORY COMMITTEE REPRESENTATIVE FOR THE WEST SAN GABRIEL VALLEY SPECIAL EDUCATION LOCAL PLAN AREA

The Board of Education is requested to appoint Teresa Vazquez as Monrovia Unified School District's parent representative to the Community Advisory Committee (CAC) for the West San Gabriel Valley Special Education Local Plan Area (SELPA) from September 14, 2022 to June 30, 2024.

7. 22/23-1033 - FINAL SETTLEMENT AGREEMENT

The Board of Education is requested to ratify a Final Settlement agreement in regards to Student No. 5496385421 dated August 29, 2022.

[Settlement Agreement Report 3.pdf](#)

8. 22/23-1034 - NON-PUBLIC SCHOOL/AGENCY CONTRACTS

The Board of Education is requested to ratify a non-public school/agency Master Contract with multiple service providers as detailed in Master Contract Report #4 for the 2022/2023 school year, beginning July 1, 2022, through June 30, 2023.

[Master Contracts - Report 4.pdf](#)

9. 22/23-1036 - YEARBOOK AGREEMENT WITH JOSTENS, INC.

The Board of Education is requested to approve an agreement with Jostens, Inc., to provide the 2022/23 Yearbook for Santa Fe Computer Science Magnet School.

[JOSTEN'S Yearbook Agreement - Santa Fe CSMS - 20220914.pdf](#)

BUSINESS SERVICES

10. 22/23-2031 - PURCHASE ORDERS AND PAYMENT OF BILLS

The Board of Education is requested to ratify purchase orders in the amount of \$1,472,309.58 issued August 5, 2022, through August 26, 2022, and payments in the amount of \$186,698.10, issued August 12, 2022, through August 30, 2022.

[BA Item 2031\(b-c\) Purchase Order Rpt 9-14-22.pdf](#)

11. 22/23-2032 - DISTRICT CASH RECEIPTS

The Board of Education is requested to receive District cash receipts; Deposit Report No. 9, deposited August 29, 2022, for a total amount of \$74,877.59.

[BA Item 2032\(b\) Deposit Report #9 9-14-22.pdf](#)

12. 22/23-2035 - PROFESSIONAL SERVICE AGREEMENTS

The Board of Education is requested to approve the Professional Service Agreements Report #4 for the Monrovia Unified School District 2022-23 SY.

[Professional Service Agmts No. 4.pdf](#)

13. 22/23-4002 - APPROVAL OF AERIES SOFTWARE SUBSCRIPTION RENEWAL

The Board of Education is requested to ratify the Aeries Software subscription renewal for the 2022-23 school year. Effective September 1, 2022 through August 31, 2023.

[Maint Sales Invoice-M&S-9109.pdf](#)

14. 22/23-4003 - PURCHASE OF CISCO MERAKI FIREWALL LICENSE AND SUPPORT

The Board of Education is requested to approve the purchase of a 1 year license for the District's Cisco Meraki MX450 Firewall.

[MX-450 License Q-00064803 for Monrovia Unified School District.pdf](#)

15. 22/23-4004 - RENEWAL OF SUBSCRIPTION FOR RAPID IDENTITY SOFTWARE BY IDENTITY AUTOMATION

The Board of Education is requested to approve a one (1) year subscription with Identity Automation LP. Effective October 27, 2022, through October 26, 2023.

[Carahsoft - Identity Automation - 07.20.2022 - Quote 34838107.pdf](#)

16. 22/23-4005 - RENEWAL OF SUBSCRIPTION WITH INSTRUCTURE SOLUTIONS

The Board of Education is requested to ratify the renewal of a one-year (1) subscription agreement with Instructure (formerly Certica Solutions) from September 1, 2022, through August 31, 2023.

[Instructure Monrovia Unified Order Form.pdf](#)

HUMAN RESOURCES

17. 22/23-3014 - PERSONNEL ASSIGNMENTS

The Board of Education is requested to approve Personnel Assignments Report #4.

[Board report 2022-09-14.pdf](#)

18. 22/23-3016 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

The Board of Education is requested to approve Travel and Conference Report #4.

[09142022TravelConference.pdf](#)

19. 22/23-3018 - MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN GABRIEL UNIFIED SCHOOL DISTRICT, LOCAL EDUCATION AGENCY FOR THE SAN GABRIEL VALLEY CONSORTIUM INDUCTION PROGRAM, AND THE MONROVIA UNIFIED SCHOOL DISTRICT

The Board of Education is requested to approve the MOU between San Gabriel Unified School District, Lead Agency for the San Gabriel Valley Consortium Teacher Induction Program and the Monrovia Unified School District.

[MOU with SanGabriel USD 22 23.pdf](#)

I. ACTION ITEMS (Non-Consent)

EDUCATIONAL SERVICES – *Greg Francois, Ed.D., Deputy Superintendent*

1. 22/23-1027 - MEMORANDUM OF UNDERSTANDING WITH MY NEXT CHAPTER

The Board of Education is requested to approve the Memorandum of Understanding between My Next Chapter and Monrovia Unified School District, on behalf of Monrovia Community Adult School (MCAS), for the period of September 14, 2022, through June 30, 2025.

Motion by Board Member Hammond, seconded by Board Member Anderson, **Vote 5-0**

Board Member Travanti - Y, Board Member Hammond - Y, Board Member Anderson - Y, Board Member Gholar - Y, Board President Lockerbie - Y

[MCAS MOU My Next Chapter - 20220914.pdf](#)

2. 22/23-1030 - MEMORANDUM OF UNDERSTANDING WITH AUMT INSTITUTE, THE PHLEBOTOMY SCHOOL

The Board of Education is requested to approve a Memorandum of Understanding Partnership Agreement between AUMT, The Phlebotomy School, and Monrovia Unified School District (MUSD) to provide professional quality, short-term medical training for Monrovia Community Adult School (MCAS) students to earn a Certified Phlebotomy Technician I (CPTI) license from September 14, 2022, through June 30, 2025.

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

Board Member Travanti - Y, Board Member Hammond - Y, Board Member Anderson - Y, Board Member Gholar - Y, Board President Lockerbie - Y

3. 22/23-1031 - MEMORANDUM OF UNDERSTANDING WITH SAN GABRIEL VALLEY TRUCKING ACADEMY, LLC

The Board of Education is requested to approve a Memorandum of Understanding with San Gabriel Valley Trucking Academy, LLC, for the period of September 14, 2022, through June 30, 2025.

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

[MCAS MOU SGV Trucking Academy - 20220914.pdf](#)

4. 22/23-1037 - PRODUCTION CONTRACT WITH MUSIC THEATRE INTERNATIONAL

The Board of Education is requested to approve the production contract with Music Theatre International to provide royalty, materials fee, and show kit for the fall production of Willy Wonka Jr. at Wild Rose School of Creative Arts.

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

[Music Theatre International Quote - Wild Rose - 20220914.pdf](#)

5. 22/23-1038 - AGREEMENT WITH HATCHING RESULTS

The Board of Education is requested to approve an two-year agreement with Hatching Results for professional development for Monrovia Unified School District counselors and administrators.

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

[HATCHING RESULTS Proposal 2022-24 - 20220914.pdf](#)

BUSINESS SERVICES – Dana Smith, Asst. Supt. of Business Services

6. 2022/23-2036 2021-22 UNAUDITED ACTUALS FINANCIAL REPORTS

The Board of Education is requested to approve the Unaudited Actuals Financial Reports of the revenue, expenditures and the ending fund balances for all district funds for the 2021-22 fiscal year.

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

[2021-22 Unaudited Actuals - Narrative.pdf](#)

7. 22/23-2037 RESOLUTION TO ESTABLISH GANN LIMIT

The Board of Education is requested to adopt Resolution No. 2223-04 to approve the recalculated Gann Appropriations Limit on “Proceeds of Taxes” for 2021-22, and the estimated Gann Appropriations Limit on “Proceeds of Taxes” for 2022-23.

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

[Form GANN.pdf](#)

[Gann Appropriations Resolution - 2021-22.pdf](#)

HUMAN RESOURCES – Greg Puccia, Ed.D., Asst. Supt. of Human Resources

8. 22/23-3019 - APPROVAL OF JOB DESCRIPTION, EXECUTIVE DIRECTOR OF SPECIAL EDUCATION

The Board of Education is requested to approve a new job description, *Executive Director of Special Education*.

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

[Executive Director SPED - 092022.pdf](#)

9. 22/23-3020 - APPROVAL OF JOB DESCRIPTION, SOCIAL WORKER.

The Board of Education is requested to approve a new job description, *Social Worker*.

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

[School Social Worker 092022.pdf](#)

10. 22/23-3022- REAPPOINTMENT OF JEANNE TYLER, PERSONNEL COMMISSIONER

The Board of Education is requested to publicly announce Jeanne Tyler as the California School Employee Association (CSEA) nominee to the Personnel Commission, and to set October 26, 2022, as the date for a public hearing regarding the reappointment of Ms. Tyler to the Personnel Commission.

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

BOARD BUSINESS – Ryan D. Smith, Ed.D., Superintendent of Schools

11. 22/23-5016 - RESOLUTION NO. 2223-02, RECOGNIZING THE MONTH OF SEPTEMBER 2022, AS “SUICIDE PREVENTION AWARENESS MONTH”

The Board of Education is requested to approve Resolution No. 2223-02, recognizing the month of September 2022, as "Suicide Prevention Awareness Month."

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

[Suicide Awareness Resolution.pdf](#)

12. 22/23-5017 - RESOLUTION NO. 2223-03, RECOGNIZING SEPTEMBER 15, 2022, THROUGH OCTOBER 15, 2022, AS "HISPANIC HERITAGE MONTH"

The Board of Education is requested to approve Resolution No. 2223-03, recognizing September 15, 2022, through October 15, 2022, as "*Hispanic Heritage Month*."

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

[Hispanic Heritage Resolution.pdf](#)

13. 22/23-5018 - BOARD DISCUSSION REGARDING SUPPORT FOR THE PUBLIC LANDS ACT

The Board of Education will discuss support for the Public Lands Act.

- Board President Lockerbie read a report from Angela Miramontes, Amigos de los Rios.
- Board Member Hammond explained the issue of the boundary lines and its relationship to private property. He asked to see the proposed map of the boundaries before voting. If this is on public land, there is no issue, if it encroaches on private land, there may be an issue.
- Board Member Lockerbie asked that this be brought to the next Board meeting.
 - **No Action was taken.**

J. INFORMATION ITEMS

1. PENDING BOARD ISSUES

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

- Dr. Smith brought up Certification of Athletic Coaches, the State of the Schools event, Developer Fees update, and Solar update pending.

[Pending Board Issues 09142022.pdf](#)

K. FUTURE MEETING DATES

- September 28, 2022; 6:30 p.m. - Regular Board of Education Meeting
- October 12, 2022; 6:30 p.m. - Regular Board of Education Meeting
- October 26, 2022; 6:30 p.m. - Regular Board of Education Meeting

L. NEW BUSINESS

- CELC Back to School Night, September 15, 2022; 6 pm
- Parent Teacher Conferences TK-8, October 3 - 7, 2022
- State of the Schools Address, Wednesday, October 19, 2022; 6 pm

M. ADJOURN REGULAR BOARD OF EDUCATION OPEN SESSION MEETING AT 8:17 PM

Ryan D. Smith, Superintendent and Board Clerk

Jennifer Anderson, Board Clerk

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

1. Cognitively Guided Instruction (CGI) (*Dr. Greg Gero, Director of Elementary Education Services*).

RECOMMENDATION

The Board of Education will receive an annual update on Cognitively Guided Instruction (CGI).

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1042 - YEARBOOK AGREEMENT WITH JOSTENS, INC.

RECOMMENDATION

The Board of Education is requested to approve an agreement with Jostens, Inc., to produce and provide yearbooks for Monrovia High School for the 2022-23 school year.

Rationale:

Monrovia High School would like to contract with Jostens, Inc., for the production and delivery of the yearbook for the 2022-23 school year. Monrovia High School has partnered with Jostens for more than 65 years.

Budget Implication (\$ Amount):

The cost of each yearbook is \$85, plus tax and shipping, and will be funded by students purchasing the yearbooks. There is no cost to the district.

Legal References:

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

Additional Information:

A copy of the yearbook agreement is attached.

ATTACHMENTS

- [JOSTENS AGREEMENT - MHS - Revised - 20220922.pdf](#)

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1044 - REQUEST FOR PURCHASE OF ADDITIONAL CLASSROOM MATERIALS AND SUPPLIES FOR THE FEMINEER STUDENT PROGRAM

RECOMMENDATION

The Board of Education is requested to approve the purchase of additional classroom materials and supplies for the Femeiner Student Program to support student learning.

Rationale:

On July 27, 2022, the Board of Education approved the purchase of materials and supplies, in the amount of \$28,000, for the Femeiner School Program. Supporting the eight teachers and six schools offering this learning experience to the students of Monrovia Unified School District is a priority as this is an important supplemental afterschool program promoting expanded science learning. Additional supplies, not to exceed \$115,000 in costs, are needed to support student projects for the first year (2022/23) of the program.

Budget Implication (\$ Amount):

The expected cost of the additional materials and supplies for 2022/23, including estimated tax and shipping charges, is not to exceed \$115,000. The expenditures will be funded by the Local Control and Accountability Plan (LCAP) budget.

Additional Information:

A copy of the supply list with estimated expenses is attached.

ATTACHMENTS

- [Revised Femeiner Creative Robotics Supplies 2022-23.pdf](#)

FEMINEER STUDENT PROGRAM							
ITEM	SOURCE	PER ITEM COST		NEEDED	COST	NEEDED	TOTAL COSTS
Hummingbird Classroom Flock Kit	Kit for 4 Students	\$875.00	Each	6		50	\$43,750.00
Hummingbird - Bit Medium Classroom Kit (No longer available)	Kit for 16-24 students	\$1,675.00	Each	8	\$13,400.00	0	\$0.00
Tool Bag		\$29.79	Each	48	\$1,429.92	144	\$4,289.76
Tool Kit (Option #2)		\$42.96	Each	48	\$2,062.08	144	\$6,186.24
Caliper (Option #2)	Any local supplier	\$10.97	Each	48	\$526.56	144	\$1,579.68
Multimeter	Any Local Supplier	\$28.99	Each	48	\$1,391.52	144	\$4,174.56
Heavy Duty Scissors	Any Local Supplier	\$12.99	Pkg/5	32	\$415.68	8	\$103.92
Mini Glue Gun	Any Local Supplier	\$7.12	Each	48	\$341.76	144	\$1,025.28
Mini Glue Sticks	Any Local Supplier	\$8.65	Pkg/100	8	\$69.20	24	\$207.60
Safety Goggles	Any Local Supplier	\$11.20	Pkg/12	16	\$179.20	16	\$179.20
Pencils	Any Local Supplier	\$9.61	Pkg/48	16	\$153.76	48	\$461.28
12in Rulers	Any Local Supplier	\$18.88	Pkg/24	8	\$151.04	0	\$0.00
Aluminum Wire	Any Local Supplier	\$4.59	Each	8	\$36.72	24	\$110.16
Brushes (Foam Brush)	Any Local Supplier	\$7.35	Pkg/25	8	\$58.80	24	\$176.40
Cardboard	*Can use any cardboard	\$20.73	Pkg/5	8	\$165.84	24	\$497.52
Colored Paper (24lb)	Any Local Supplier	\$16.99	Each	8	\$135.92	24	\$407.76
Colored Pencils	Any Local Supplier	\$3.29	Pkg/12	48	\$157.92	144	\$473.76
Construction Paper	Any Local Supplier	\$9.80	Pkg/240	8	\$78.40	24	\$235.20
Craft Feathers	Any Local Supplier	\$6.99	Pkg/300	8	\$55.92	24	\$167.76
Duct Tape	Any Local Supplier	\$9.50	Pkg/6	8	\$76.00	24	\$228.00
Electrical Tape	Any Local Supplier	\$14.95	Pkg/10	16	\$239.20	48	\$717.60
Glue Sticks	Any Local Supplier	\$4.39	Pkg/12	8	\$35.12	24	\$105.36
Hole Punch	Any Local Supplier	\$3.84	Each	16	\$61.44	48	\$184.32
Fabric Material Squares	Any Local Supplier	\$6.69	Pkg/15	8	\$53.52	24	\$160.56
Pipe Cleaner	Any Local Supplier	\$8.95	Pkg/360	8	\$71.60	24	\$214.80
Pom-Poms	Any Local Supplier	\$7.29	Pkg/500	8	\$58.32	24	\$174.96
Batteries AA (4per Student)	Any Local Supplier	\$13.27	Pkg/48	24	\$318.48	72	\$955.44
Popsicle Sticks	Any Local Supplier	\$10.23	Pkg/1000	8	\$81.84	24	\$245.52
Round Brads	Any Local Supplier	\$5.99	Pkg/100	8	\$47.92	24	\$143.76
Scotch Tape	Any Local Supplier	\$9.49	Pkg/6	8	\$75.92	24	\$227.76
Styrofoam Balls	Any Local Supplier	\$4.19	Pkg/16	8	\$33.52	24	\$100.56
Tacky Glue	Any Local Supplier	\$21.77	Pkg/3	48	\$1,044.96	144	\$3,134.88
Foam Sheets (Assorted Color)	Any Local Supplier	\$8.44	Pkg/12	8	\$67.52	24	\$202.56
Washable Markers	Any Local Supplier	\$3.17	Pkg/10	48	\$152.16	144	\$456.48
Washable Paint	Any Local Supplier	\$18.99	Pkg/6	8	\$151.92	24	\$455.76
Wiggle Eyes	Any Local Supplier	\$5.39	Pkg/700	8	\$43.12	24	\$129.36
Yarn	Any Local Supplier	\$11.99	Pkg/8	8	\$95.92	24	\$287.76
Cordless Drill	Any Local Supplier	\$24.55	Each	8	\$196.40	0	\$0.00
1 inch Nails	Any Local Supplier	\$4.16	Pkg/100	32	\$133.12	96	\$399.36
Assorted string colors	Any Local Supplier	\$9.99	100 colors	8	\$79.92	24	\$239.76
Wood Board 8x10	Any Local Supplier	\$5.85	1	48	\$280.80	0	\$0.00
1 Inch Screws	Any Local Supplier	\$5.99	Pkg/100	8	\$47.92	24	\$143.76
Plastic zip bags	Any Local Supplier	\$6.90	Pkg/100	8	\$55.20	24	\$165.60
Cordless Drill	Home Depot	\$72.33	1 Each			32	\$2,314.56
12"x12"x.75" Wood Board	Amazon	\$46.30	Pkg/3			64	\$2,963.20
					\$24,312.08		\$78,377.76
*Some supplies may be available in the District Warehouse.				Tax	\$2,491.99		\$8,033.72
			Estimated	Shipping	\$500.00		\$500.00
					\$27,304.07		\$86,911.48
**\$28,000 Approved by the Board on July 27, 2022						\$8,691.15	10% for increase in prices
***\$87,000 in additional supplies and materials for 2022/23 requested as of September 22, 2022						\$95,602.63	
20% has been included for additional supplies that may be needed for 2022/23 and not included in the first order						\$19,120.53	20% for any additional supplies needed during 22/23
10% has been added for possible price increases						\$114,723.15	

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

3. 22/23-1045 - WAIVER OF PHYSICAL EDUCATION REQUIREMENT FOR GRADUATION

RECOMMENDATION

The Board of Education is requested to approve a waiver from the physical education requirement for a high school student due to a medical condition.

Rationale:

Monrovia High School student (111114161) will have completed all required courses and credits at the time of graduation, June 2023, except physical education (PE). The student cannot participate in PE due to a medical condition documented by a licensed physician. The student requests a waiver from the physical education graduation requirement based on this medical need.

Budget Implication (\$ Amount):

There is no fiscal impact to the district.

Legal References:

Board Policy 6146.1 High School Graduation Requirements Board Policy 6142.7 Physical Education and Activity

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

4. 22/23-2038 - PURCHASE ORDERS AND PAYMENT OF BILLS

RECOMMENDATION

The Board of Education is requested to ratify purchase orders in the amount of \$4,179,827.81 issued August 26, 2022, through September 09, 2022, and payments in the amount of \$5,195,266.55, issued September 1, 2022, through September 14, 2022.

Rationale:

In accordance with 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 to encumber available funds before 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 employees 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 2038\(b\) Purchase Order Rpt 9-28-22.pdf](#)

Report ID: FIN-PROC-0099

Run Date: 09/14/2022

Run Time: 1:42:42 PM

Monrovia Unified School District

Purchase Order Board List

From 08/26/22 - To 09/09/22

Cover Page

Prompts and Parameters

From Approval Date: 8/26/22

To Approval Date: 9/9/22

From Record Date: Not Entered

To Record Date: Not Entered

District/Agency (Optional): Not Entered

Document Code (Optional): Not Entered

**** Populate either Approval Date or Record Date in the Prompts and Parameters, do NOT populate both. ****

Report Description

This report displays Purchase Orders in Final phase within the Date Range specified. The PO Amount columns are listed by Accounting Distribution. There are two amount columns: Accounting Line Amount and Open Accounting Line Amount, where Open Accounting Line Amount reflects the available balance on the PO that has not been expended. Additionally, the report includes an Excel tab that can be downloaded into Excel for further analysis.

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/26/22	PO1-64790-7100000-230000000228-1-New		Open P.O. - Office Supplies Adult Ed	0000223395-AMAZON.COM	Adult Education School	11.0-00000.0-00000-27000-4350-7100000	\$9,000.00	\$9,000.00
PO1-64790-7100000-230000000228-1-New							\$9,000.00	\$9,000.00
08/26/22	PO3W-64790-6010015-2300000000032-1-New		File cabinet for Sp Ed Department at MHS	0000223395-AMAZON.COM	Pupil Services	01.0-00000.0-00000-39000-4350-6010015	\$378.19	\$378.19
PO3W-64790-6010015-2300000000032-1-New							\$378.19	\$378.19
08/29/22	PO1-64790-1650000-2300000000229-1-New		Open PO smart and final- celc	0000223945-SMART & FINAL	Preschool	12.0-61050.0-00010-10000-4390-1650000	\$1,000.00	\$844.20
PO1-64790-1650000-2300000000229-1-New							\$1,000.00	\$844.20
08/29/22	PO1-64790-1650000-2300000000230-1-New		Open PO Office Depot	0000236666-ODP Business Solutions, LLC	Preschool	12.0-61050.0-00010-10000-4390-1650000	\$3,500.00	\$3,500.00
PO1-64790-1650000-2300000000230-1-New							\$3,500.00	\$3,500.00
08/29/22	PO1-64790-1650000-2300000000231-1-New		Open PO for Amazon: CELC	0000223395-AMAZON.COM	Preschool	12.0-61050.0-00010-10000-4390-1650000	\$1,500.00	\$1,500.00
PO1-64790-1650000-2300000000231-1-New							\$1,500.00	\$1,500.00
08/29/22	PO1-64790-7100000-2300000000232-1-New		Open P.O. RN Program Director	0000223453-KARIN REYNOSO	Adult Education School	11.0-63910.0-00000-21500-5850-7100000	\$19,200.00	\$19,200.00
PO1-64790-7100000-2300000000232-1-New							\$19,200.00	\$19,200.00
08/29/22	PO1-64790-7100000-2300000000233-1-New		Open p.o. Pre-employment health screening - Medical students	0000223882-OCCUPATIONAL HEALTH CTRS OF CA.	Adult Education School	11.0-00000.0-41340-10000-5890-7100000	\$7,500.00	\$7,500.00
PO1-64790-7100000-2300000000233-1-New							\$7,500.00	\$7,500.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/29/22	PO2W-64790-601001 2-230000000080-1- New		LACOE 41st Annual Teacher of Year Banquet Registration	0000223254- LACOE	Superintenden t	01.0-00000.0-00000-71500-5220-6010012	\$315.00	\$315.00
PO2W-64790-6010012-230000000080-1-New							\$315.00	\$315.00
08/29/22	PO2W-64790-601001 4-230000000078-2- Cancellation	1	Renewal of Pear Deck Subscription for 2022/23	0000223529-PEAR DECK	Instructional Services	01.4-07102.0-11100-10000-5841-6001200	\$4,895.00	\$0.00
PO2W-64790-6010014-230000000078-2-Cancellation							\$4,895.00	\$0.00
08/29/22	PO2W-64790-601001 4-230000000079-1- New		iReady student licenses and professional development.	0000223929- CURRICULUM ASSOCIATES, INC.	Instructional Services	01.4-07107.0-11100-10000-5220-6002300	\$24,153.67	\$24,153.67
			iReady student licenses and professional development.	0000223929- CURRICULUM ASSOCIATES, INC.	Instructional Services	01.4-07107.0-11100-10000-5841-6002300	\$136,870.83	\$136,870.83
PO2W-64790-6010014-230000000079-1-New							\$161,024.50	\$161,024.50
08/29/22	PO2W-64790-601001 4-230000000082-1- New		Renewal of Pear Deck Subscription for 2022/23	0000321382- GoGuardian	Instructional Services	01.4-07102.0-11100-10000-5841-6001200	\$4,895.00	\$4,895.00
PO2W-64790-6010014-230000000082-1-New							\$4,895.00	\$4,895.00
08/29/22	PO2W-64790-601003 0-230000000081-1- New		Annual Membership Fee - 201-400 FTE	0000223961- CODESP	Personnel Services	01.0-00000.0-00000-74002-5310-6010035	\$2,300.00	\$2,300.00
PO2W-64790-6010030-230000000081-1-New							\$2,300.00	\$2,300.00
08/29/22	PO3W-64790-600000 0-230000000033-1- New		Mini Fridge for District Nurse Medication Storage	0000223928- SOUTHWEST SCHOOL & OFFICE	District Wide	01.0-32120.0-00000-31400-4390-6000000	\$656.76	\$656.76
PO3W-64790-6000000-230000000033-1-New							\$656.76	\$656.76

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/29/22	PO3W-64790-6010030-230000000034-1-New		Imprintability -new employee supplies	0000223345-IMPRINTABILITY	Personnel Services	01.0-00000.0-00000-74001-4390-6010030	\$840.11	\$840.11
PO3W-64790-6010030-230000000034-1-New							\$840.11	\$840.11
08/30/22	PO1-64790-6020022-2300000000234-1-New		Open PO Amazon - Technology Department	0000223395-AMAZON.COM	Technology	01.0-00000.0-00000-77000-4390-6020022	\$10,000.00	\$10,000.00
PO1-64790-6020022-2300000000234-1-New							\$10,000.00	\$10,000.00
08/30/22	PO2W-64790-3070000-2300000000083-1-New		Food ED Program and Outdoor Learning Proposal	0000223744-FOOD EXPLORATION & DISCOVERY	Santa Fe	01.4-07102.0-11100-10000-5841-3071400	\$15,770.00	\$15,770.00
PO2W-64790-3070000-2300000000083-1-New							\$15,770.00	\$15,770.00
08/30/22	PO2W-64790-6010014-2300000000084-1-New		Nearpod registration for 2022-23 Quote ID: 166647	0000223511-NEARPOD INC.	Instructional Services	01.0-26000.0-11100-10000-5810-6000000	\$56,413.84	\$56,413.84
PO2W-64790-6010014-2300000000084-1-New							\$56,413.84	\$56,413.84
08/30/22	PO3W-64790-7100000-2300000000035-1-New		Pharmacy Tech Textbook - Memorizing Pharmacology	0000223395-AMAZON.COM	Adult Education School	11.0-63910.0-41340-10000-4210-7100000	\$2,839.59	\$2,839.59
PO3W-64790-7100000-2300000000035-1-New							\$2,839.59	\$2,839.59
08/31/22	PO1-64790-3060000-2300000000235-1-New		Open PO for Home Depot Clifton	0000223936-HOME DEPOT/GECF	Clifton	01.0-00000.0-00000-82100-4370-3060000	\$400.00	\$400.00
PO1-64790-3060000-2300000000235-1-New							\$400.00	\$400.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
08/31/22	PO1-64790-6010012-230000000237-1-New		OPEN PO Amazon OFFICE SUPPLIES 22/23 superintendent office	0000223395-AMAZON.COM	Superintendent	01.0-00000.0-00000-71500-4350-6010012	\$600.00	\$600.00
PO1-64790-6010012-230000000237-1-New							\$600.00	\$600.00
08/31/22	PO1-64790-6010050-230000000238-1-New		Open PO - Home Depot Repairs and Supplies	0000223936-HOME DEPOT/GEFCF	Warehouse & Purchasing	01.0-00000.0-00000-75300-4350-6010050	\$2,000.00	\$2,000.00
PO1-64790-6010050-230000000238-1-New							\$2,000.00	\$2,000.00
08/31/22	PO1-64790-6010052-230000000236-1-New		Open PO for 22/23 SY for Amazon Business for all Cafes	0000223395-AMAZON.COM	Food Services	13.0-53100.0-00000-37000-4350-6010052	\$5,000.00	\$5,000.00
PO1-64790-6010052-230000000236-1-New							\$5,000.00	\$5,000.00
08/31/22	PO2W-64790-6000028-230000000085-1-New		Agreement for Consultant Services Amanda Gonzalez	0000313759-Amanda Gonzalez	District Wide - Music Programs	63.0-90221.0-00000-60003-5850-6000028	\$1,500.00	\$0.00
PO2W-64790-6000028-230000000085-1-New							\$1,500.00	\$0.00
08/31/22	PO2W-64790-6010012-230000000088-1-New		Board Meeting Nameplate 2 Student Board Members	0000223972-B & H SIGN CO., INC.	Superintendent	01.0-00000.0-00000-71100-4390-6010016	\$55.13	\$0.00
PO2W-64790-6010012-230000000088-1-New							\$55.13	\$0.00
08/31/22	PO2W-64790-7100000-230000000087-1-New		Diploma - correction	0000223833-JOSTENS EVENT MANAGEMENT	Adult Education School	11.0-00000.0-00000-27001-4390-7100000	\$11.61	\$11.61
PO2W-64790-7100000-230000000087-1-New							\$11.61	\$11.61

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/01/22	PO1-64790-3070000-230000000245-1-New		Open PO for Amazon 2022-2023 Santa Fe	0000223395-AMAZON.COM	Santa Fe	01.0-00000.0-11100-10000-4310-3070000	\$10,000.00	\$10,000.00
PO1-64790-3070000-230000000245-1-New							\$10,000.00	\$10,000.00
09/01/22	PO1-64790-6000000-230000000241-1-New		Open PO for Custodial Support at MHS for 2022-23	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$23,052.00	\$23,052.00
PO1-64790-6000000-230000000241-1-New							\$23,052.00	\$23,052.00
09/01/22	PO1-64790-6000000-230000000242-1-New		Open PO for 2022-23 for Custodial Support at Wild Rose	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$23,052.00	\$23,052.00
PO1-64790-6000000-230000000242-1-New							\$23,052.00	\$23,052.00
09/01/22	PO1-64790-6000000-230000000243-1-New		PO for Custodial Cleaning at Clifton MS	0000246792-BriteWorks, Inc.	District Wide	01.0-00000.0-00000-82100-5810-6000000	\$3,827.00	\$3,827.00
PO1-64790-6000000-230000000243-1-New							\$3,827.00	\$3,827.00
09/01/22	PO1-64790-6000028-230000000239-1-New		OPEN PO-Agreement for Consultant Services-Adam McDonald	0000322229-Adam R McDonald	District Wide - Music Programs	63.0-90221.0-00000-60003-5850-6000028	\$2,000.00	\$2,000.00
PO1-64790-6000028-230000000239-1-New							\$2,000.00	\$2,000.00
09/01/22	PO1-64790-6000028-230000000240-1-New		OPEN PO-Agreement Consultant Services 22-23-Joseph Hansen	0000223640-JOSEPH HANSEN	District Wide - Music Programs	63.0-90221.0-00000-60003-5850-6000028	\$1,000.00	\$1,000.00
PO1-64790-6000028-230000000240-1-New							\$1,000.00	\$1,000.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/01/22	PO1-64790-6010015-230000000244-1-New		BCBA to support Sp Ed Students	0000223901-SUNBELT STAFFING	Pupil Services	01.0-65370.0-57600-31200-5150-6010015	\$142,952.40	\$142,952.40
			BCBA to support Sp Ed Students	0000223901-SUNBELT STAFFING	Pupil Services	01.0-65370.0-57600-31200-5850-6010015	\$25,000.00	\$25,000.00
PO1-64790-6010015-230000000244-1-New							\$167,952.40	\$167,952.40
09/01/22	PO1-64790-6010015-230000000246-1-New		Open PO for Selpa Supplies SPED Department	0000223395-AMAZON.COM	Pupil Services	01.0-65002.0-57600-11100-4310-6010015	\$1,500.00	\$1,500.00
PO1-64790-6010015-230000000246-1-New							\$1,500.00	\$1,500.00
09/01/22	PO2W-64790-3070000-230000000101-1-New		Service boys and girls PE lockers at Santa Fe school.	0000223204-J M LOCKER COMPANY	Santa Fe	01.0-00000.0-11100-10000-5630-3070000	\$1,400.00	\$1,400.00
PO2W-64790-3070000-230000000101-1-New							\$1,400.00	\$1,400.00
09/01/22	PO2W-64790-6000028-230000000089-1-New		Agreement for Consultant Services Ben Torres	0000313760-Ben Torres	District Wide - Music Programs	63.0-90221.0-00000-60003-5850-6000028	\$1,000.00	\$0.00
PO2W-64790-6000028-230000000089-1-New							\$1,000.00	\$0.00
09/01/22	PO2W-64790-6000028-230000000090-1-New		Lighting Equipment Rental 2022 Gala	0000223502-ASHLEY KIRKLAND	District Wide - Music Programs	63.0-90123.0-00000-60003-5610-6000028	\$877.50	\$0.00
PO2W-64790-6000028-230000000090-1-New							\$877.50	\$0.00
09/01/22	PO2W-64790-6000028-230000000091-1-New		Trophy Case Banner & Yard Signs - Footloose 2022	0000223417-STUBBIES PROMOTIONS	District Wide - Music Programs	63.0-90123.0-00000-60003-4390-6000028	\$741.43	\$741.43
PO2W-64790-6000028-230000000091-1-New							\$741.43	\$741.43

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/01/22	PO2W-64790-600002 8-230000000092-1- New		Invitations, Trifold Program & Donation Envelopes-2022 Gala	0000224053- WORKSHOP, THE	District Wide - Music Programs	63.0-90123.0-00000-60003-5891-6000028	\$489.90	\$489.90
PO2W-64790-6000028-230000000092-1-New							\$489.90	\$489.90
09/01/22	PO2W-64790-600002 8-230000000093-1- New		Water Bill Stuffer & Programs - Footloose 2022	0000224053- WORKSHOP, THE	District Wide - Music Programs	63.0-90123.0-00000-60003-5891-6000028	\$3,525.80	\$3,525.80
PO2W-64790-6000028-230000000093-1-New							\$3,525.80	\$3,525.80
09/01/22	PO2W-64790-600002 8-230000000094-1- New		Gala 2022 Catering Service	0000322253- Bacchus' Kitchen	District Wide - Music Programs	63.0-90123.0-00000-60003-5890-6000028	\$11,460.00	\$0.00
PO2W-64790-6000028-230000000094-1-New							\$11,460.00	\$0.00
09/01/22	PO2W-64790-600002 8-230000000095-1- New		Agreement for Consultant Services Cesar Carbajal	0000322028-Cesar Carbajal	District Wide - Music Programs	63.0-90123.0-00000-60003-5850-6000028	\$150.00	\$150.00
PO2W-64790-6000028-230000000095-1-New							\$150.00	\$150.00
09/01/22	PO2W-64790-600002 8-230000000096-1- New		Agreement for Consultant Services Matthew Lopez	0000322235- Matthew Lopez	District Wide - Music Programs	63.0-90123.0-00000-60003-5850-6000028	\$150.00	\$150.00
PO2W-64790-6000028-230000000096-1-New							\$150.00	\$150.00
09/01/22	PO2W-64790-600002 8-230000000097-1- New		Agreement for Consultant Services Rebecca Andelin	0000322029- Rebecca Andelin	District Wide - Music Programs	63.0-90123.0-00000-60003-5850-6000028	\$150.00	\$150.00
PO2W-64790-6000028-230000000097-1-New							\$150.00	\$150.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/01/22	PO2W-64790-600002 8-230000000099-1- New		Castellano- Footloose Pension Contribution per contract	0000223880-SDC- LEAGUE PENSION FUND	District Wide - Music Programs	63.0-90123.0-00000-60003-5850-6000028	\$468.00	\$468.00
PO2W-64790-6000028-230000000099-1-New							\$468.00	\$468.00
09/01/22	PO2W-64790-600002 8-2300000000100-1- New		Castellano- Footloose Health Contribution per contract	0000223880-SDC- LEAGUE PENSION FUND	District Wide - Music Programs	63.0-90123.0-00000-60003-5850-6000028	\$650.00	\$650.00
PO2W-64790-6000028-2300000000100-1-New							\$650.00	\$650.00
09/02/22	PO1-64790-6010040- 2300000000248-1-New		OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100- SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2010000	\$54,435.82	\$51,694.14
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100- SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2020000	\$61,493.42	\$55,427.61
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100- SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2030000	\$61,199.90	\$55,208.14
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100- SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2040000	\$42,554.68	\$34,613.45
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100- SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-2050000	\$52,339.35	\$48,083.25

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/02/22			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3060000	\$63,062.94	\$55,355.76
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-3070000	\$83,354.33	\$73,512.45
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4080000	\$308,153.46	\$264,979.48
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-4090000	\$23,447.84	\$18,745.24
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6000000	\$29,089.22	\$25,830.75
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010000	\$36,036.22	\$29,748.07
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6010050	\$3,227.88	\$2,885.26
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-00000-82000-5510-6040047	\$7,568.01	\$7,037.61

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/02/22			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	01.0-00000.0-81000-83100-5510-6000000	\$2,527.60	\$2,242.12
			OPEN PO FY 2022-23 ELECTRIC SERVICE	0000223100-SOUTHERN CALIFORNIA EDISON CO.	Business	11.0-00000.0-00000-82000-5510-7100000	\$42,496.33	\$33,762.92
PO1-64790-6010040-230000000248-1-New							\$870,987.00	\$759,126.25
09/02/22	PO1-64790-6010040-230000000249-1-New		OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-2010000	\$20,639.93	\$18,498.01
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-2020000	\$7,336.02	\$5,217.97
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-2030000	\$21,874.87	\$20,397.85
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-2050000	\$27,112.14	\$25,146.31
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-3060000	\$47,116.12	\$43,892.27
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-3070000	\$19,630.11	\$17,933.21
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-4080000	\$124,314.89	\$106,908.69
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-4090000	\$3,617.15	\$3,331.28

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/02/22			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-6000000	\$5,967.90	\$5,532.87
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-6010000	\$5,510.03	\$5,084.50
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-00000-82000-5530-6040047	\$6,938.01	\$6,404.20
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	01.0-00000.0-81000-82000-5530-6000000	\$9,286.95	\$8,335.92
			OPEN PO FY 2022-23 WATER SERVICE	0000223962-CITY OF MONROVIA	Business	11.0-00000.0-00000-82000-5530-7100000	\$6,106.88	\$5,575.98
PO1-64790-6010040-230000000249-1-New							\$305,451.00	\$272,259.06
09/02/22	PO1-64790-6010040-230000000251-1-New		SGVC Induction Program for 2021-22	0000223266-SAN GABRIEL UNIFIED SCHOOL DISTRICT	Business	01.0-62660.0-00000-21400-5890-6010030	\$2,328.39	\$0.00
			SGVC Induction Program for 2021-22	0000223266-SAN GABRIEL UNIFIED SCHOOL DISTRICT	Business	01.0-90621.0-00000-21400-5890-6010030	\$19,171.61	\$0.00
PO1-64790-6010040-230000000251-1-New							\$21,500.00	\$0.00
09/02/22	PO1-64790-6010040-230000000253-1-New		OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-2010000	\$1,829.00	\$1,829.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-2020000	\$2,257.00	\$2,257.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

Run Date: 09/14/2022

Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/02/22			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-2030000	\$2,812.00	\$2,812.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-2040000	\$4,219.00	\$4,219.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-2050000	\$3,293.00	\$3,293.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-3060000	\$5,118.00	\$5,118.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-3070000	\$4,584.00	\$4,584.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-4080000	\$32,508.00	\$32,508.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-4090000	\$2,400.00	\$2,400.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-6000000	\$3,555.00	\$3,555.00

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Monrovia Unified School District

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09/02/22			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-6010000	\$1,392.00	\$1,392.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-00000-82000-5520-6040047	\$918.00	\$918.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	01.0-00000.0-81000-82000-5520-6000000	\$2,631.00	\$2,631.00
			OPEN PO FY 2022-23 GAS UTILITY SERVICE	0000223101-SOUTHERN CALIFORNIA GAS CO.	Business	11.0-00000.0-00000-82000-5520-7100000	\$4,768.00	\$4,768.00
PO1-64790-6010040-230000000253-1-New							\$72,284.00	\$72,284.00
09/02/22	PO1-64790-6020022-230000000252-1-New		Receivers and Transmitters for 21st Century Classroom	0000323283-HDTV Supply Inc	Technology	01.0-00000.0-00000-77000-4390-6020022	\$6,650.88	\$6,650.88
PO1-64790-6020022-230000000252-1-New							\$6,650.88	\$6,650.88
09/02/22	PO2W-64790-6010040-230000000102-1-New		AP Testing Fees/ Surchage	0000223240-COLLEGE BOARD	Business	01.0-90304.0-11100-49000-5890-4080000	\$51,099.00	\$0.00
PO2W-64790-6010040-230000000102-1-New							\$51,099.00	\$0.00
09/06/22	PO1-64790-6010040-230000000250-2-Modification	1	OPEN PO2022-23 District Security, Alarm lines & Phone Svcs	0000318701-GoTo Communications, Inc	Business	01.0-00000.0-00000-72000-5950-6000022	\$125,668.44	\$94,240.93
PO1-64790-6010040-230000000250-2-Modification							\$125,668.44	\$94,240.93

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Monrovia Unified School District

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09/06/22	PO1-64790-6010040-230000000254-1-New		FY 2022-23 COP Debt Service Payments	0000223469-CAPITAL ONE PUBLIC FUNDING	Business	56.0-95500.0-00000-91000-7438-6000000	\$18,975.00	\$8,662.50
			FY 2022-23 COP Debt Service Payments	0000223469-CAPITAL ONE PUBLIC FUNDING	Business	56.0-95500.0-00000-91000-7439-6000000	\$200,000.00	\$100,000.00
PO1-64790-6010040-230000000254-1-New							\$218,975.00	\$108,662.50
09/06/22	PO1-64790-6010052-230000000014-2-Modification	1	Open PO for SY 22/23 Organic Produce	0000223408-ADVOCATES FOR HEALTHY LIVING	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$50,000.00	\$50,000.00
PO1-64790-6010052-230000000014-2-Modification							\$50,000.00	\$50,000.00
09/06/22	PO1-64790-6010052-230000000015-2-Modification	1	General Contractor/ Repairs	0000223428-BERNIER REFRIGERATION GENERATIONS INC.	Food Services	13.0-53100.0-00000-37000-5630-6010052	\$50,000.00	\$50,000.00
PO1-64790-6010052-230000000015-2-Modification							\$50,000.00	\$50,000.00
09/06/22	PO1-64790-6010052-230000000016-2-Modification	1	Open Po Health Inspections	0000223292-COUNTY OF LOS ANGELES	Food Services	13.0-53100.0-00000-37000-5890-6010052	\$4,000.00	\$4,000.00
PO1-64790-6010052-230000000016-2-Modification							\$4,000.00	\$4,000.00
09/06/22	PO1-64790-6010052-230000000017-2-Modification	1	Kitchen Cafeteria Equipment	0000312868-CHEFS TOYS LLC	Food Services	13.0-53100.0-00000-37000-4390-6010052	\$5,000.00	\$5,000.00
PO1-64790-6010052-230000000017-2-Modification							\$5,000.00	\$5,000.00
09/06/22	PO1-64790-6010052-230000000019-2-Modification	1	Open PO for 22/23 SY Driftwood Dairy	0000223258-DRIFTWOOD DAIRY	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$275,000.00	\$275,000.00
PO1-64790-6010052-230000000019-2-Modification							\$275,000.00	\$275,000.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

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Purchase Order Board List

Run Time: 1:42:42 PM

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PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
09/06/22	PO1-64790-6010052-230000000021-2-Modification	1	Open PO for 22/23 SY for Student Meals	0000223908-FRESH START HEALTHY MEALS, INC.	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$25,000.00	\$25,000.00
PO1-64790-6010052-230000000021-2-Modification							\$25,000.00	\$25,000.00
09/06/22	PO1-64790-6010052-230000000023-2-Modification	1	Open PO 22/23 SY for Bread, Food & Produce for Student Meals	0000223411-GOLD STAR FOODS	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$1,000,000.00	\$985,719.51
PO1-64790-6010052-230000000023-2-Modification							\$1,000,000.00	\$985,719.51
09/06/22	PO1-64790-6010052-230000000025-2-Modification	1	Open PO for 22/23 SY for Home Depot	0000223645-HOME DEPOT PRO	Food Services	13.0-53100.0-00000-37000-4390-6010052	\$1,000.00	\$1,000.00
PO1-64790-6010052-230000000025-2-Modification							\$1,000.00	\$1,000.00
09/06/22	PO1-64790-6010052-230000000027-2-Modification	1	Open PO for 22/23 SY for Office Supplies	0000224027-ODP Business Services, LLC	Food Services	13.0-53100.0-00000-37000-4350-6010052	\$1,500.00	\$1,500.00
PO1-64790-6010052-230000000027-2-Modification							\$1,500.00	\$1,500.00
09/06/22	PO1-64790-6010052-230000000028-2-Modification	1	Open PO for the 22/23 SY for Paper Goods for Student Meals	0000224054-P AND R PAPER SUPPLY	Food Services	13.0-53100.0-00000-37000-4390-6010052	\$100,000.00	\$100,000.00
PO1-64790-6010052-230000000028-2-Modification							\$100,000.00	\$100,000.00
09/06/22	PO1-64790-6010052-230000000129-2-Modification	1	Open PO for 22/23 SY Student Meals	0000223565-DOMINOS PIZZA	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$75,000.00	\$75,000.00
PO1-64790-6010052-230000000129-2-Modification							\$75,000.00	\$75,000.00
09/06/22	PO1-64790-6010052-230000000131-2-Modification	1	Open PO for 22/23 SY for Student Meals Pizza Hut	0000223909-SO. CAL. PIZZA COMPANY, LLC	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$65,000.00	\$65,000.00

Report ID: FIN-PROC-0099

Monrovia Unified School District

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Run Time: 1:42:42 PM

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PO1-64790-6010052-230000000131-2-Modification							\$65,000.00	\$65,000.00
09/06/22	PO1-64790-6010052-230000000133-2-Modification	1	Open PO for 22/23 SY for Sysco Foods Student Meals	0000315068-Sysco Los Angeles, Inc.	Food Services	13.0-53100.0-00000-37000-4710-6010052	\$50,000.00	\$50,000.00
PO1-64790-6010052-230000000133-2-Modification							\$50,000.00	\$50,000.00
09/06/22	PO1-64790-6040047-230000000081-2-Modification	1	2022-23 Open PO Districtwide Repairs	0000223624-ON SITE WELDING & CONSTRUCTION	Maintenance	01.0-81500.0-00000-81100-5630-6040047	\$15,288.00	\$0.00
PO1-64790-6040047-230000000081-2-Modification							\$15,288.00	\$0.00
09/07/22	PO1-64790-2030000-2300000000256-1-New		Open PO Office Depot 22-23	0000236666-ODP Business Solutions, LLC	Monroe	01.0-00000.0-11100-10000-4310-2030000	\$6,000.00	\$6,000.00
PO1-64790-2030000-2300000000256-1-New							\$6,000.00	\$6,000.00
09/07/22	PO1-64790-6010040-2300000000202-2-Modification	1	OPEN PO FY 2022-23 Contract for Water Services	0000319740-Golden State Water Company	Business	01.0-00000.0-00000-82000-5530-2040000	\$52,694.00	\$24,000.93
		1	OPEN PO FY 2022-23 Contract for Water Services	0000319740-Golden State Water Company	Business	11.0-00000.0-00000-82000-5530-7100000	\$784.00	\$703.46
PO1-64790-6010040-2300000000202-2-Modification							\$53,478.00	\$24,704.39
09/07/22	PO1-64790-6010040-2300000000247-2-Modification	1	FY 2022-23 OPEN PO for Administration Fees - G.O. Bonds	0000223227-U.S. BANK TRUST NATIONAL ASSOC	Business	01.0-00000.0-00000-72001-5810-6010040	\$2,400.00	\$1,600.00
PO1-64790-6010040-2300000000247-2-Modification							\$2,400.00	\$1,600.00
09/07/22	PO1-64790-6040047-2300000000255-1-New		OPEN PO - Grounds Equipment / Supplies	0000323887-JHM Supply	Maintenance	01.0-00000.0-00000-82200-4380-6040046	\$5,000.00	\$3,273.23

Report ID: FIN-PROC-0099

Monrovia Unified School District

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Purchase Order Board List

Run Time: 1:42:42 PM

From 08/26/22 - To 09/09/22

PO Approval Date	PO Number	Change Order Number	Document Description	Vendor	Doc School Location/ Dept	Accounting Distribution	Acctg Line Amount	Open Acctg Line Amount
PO1-64790-6040047-230000000255-1-New							\$5,000.00	\$3,273.23
09/07/22	PO2W-64790-6010014-230000000103-1-New		LCAP Webinar - Dr. Gero	0000223974-SCHOOL SERVICES OF CALIFORNIA	Instructional Services	01.4-07102.0-00000-21500-5220-6001200	\$275.00	\$275.00
PO2W-64790-6010014-230000000103-1-New							\$275.00	\$275.00
09/07/22	PO2W-64790-6010014-230000000104-1-New		ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.0-30100.0-11100-10000-5841-2010000	\$3,661.88	\$3,661.88
			ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.0-30100.0-11100-10000-5841-2020000	\$3,661.88	\$3,661.88
			ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.0-30100.0-11100-10000-5841-2030000	\$3,661.88	\$3,661.88
			ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.0-30100.0-11100-10000-5841-2040000	\$3,661.88	\$3,661.88
			ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.0-30100.0-11100-10000-5841-2050000	\$3,661.87	\$3,661.87
			ExploreLearning Proposal for Elementary Licenses 12 month	0000223431-EXPLORE LEARNING	Instructional Services	01.4-07102.0-11100-10000-5841-6000400	\$4,534.51	\$4,534.51
PO2W-64790-6010014-230000000104-1-New							\$22,843.90	\$22,843.90

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Monrovia Unified School District

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09/08/22	PO1-64790-6010015-230000000257-1-New		Reimbursement to parent for Educational Services	0000313047-Norma Jean Ramirez	Pupil Services	01.0-65000.0-57600-11900-5889-6010015	\$55,620.00	\$55,620.00
PO1-64790-6010015-230000000257-1-New							\$55,620.00	\$55,620.00
09/08/22	PO1-64790-6040046-230000000258-1-New		OPEN PO - Tree Trimming and Landscape Maintenance	0000316464-Legacy Landscape Company	Grounds Office	01.0-00000.0-00000-82200-5630-6040046	\$15,000.00	\$5,975.00
PO1-64790-6040046-230000000258-1-New							\$15,000.00	\$5,975.00
09/08/22	PO2W-64790-4080000-230000000105-1-New		Minga Solutions for 2022-23 Digital ID's for Students	0000321946-Minga Solutions	MHS	01.0-00000.0-00000-27000-5841-4080000	\$5,100.00	\$5,100.00
PO2W-64790-4080000-230000000105-1-New							\$5,100.00	\$5,100.00
09/08/22	PO2W-64790-6010012-230000000108-1-New		Santa Fe Marquee Sign Face replacement	0000223402-CUSTOM SIGNS	Superintendent	01.0-81500.0-00000-81100-5630-6040047	\$1,261.50	\$0.00
PO2W-64790-6010012-230000000108-1-New							\$1,261.50	\$0.00
09/08/22	PO2W-64790-6010014-230000000107-1-New		Swun TK-5 Tri 1	0000223449-SWUN MATH	Instructional Services	01.0-63000.0-11100-10000-4110-6010014	\$33,749.73	\$33,749.73
			Swun TK-5 Tri 1	0000223449-SWUN MATH	Instructional Services	01.4-07202.0-11100-10000-4110-6003000	\$22,499.82	\$22,499.82
PO2W-64790-6010014-230000000107-1-New							\$56,249.55	\$56,249.55
09/08/22	PO2W-64790-7100000-230000000106-1-New		Business Cards Adult Ed Received	0000223345-IMPRINTABILITY	Adult Education School	11.0-00000.0-00000-27000-4350-7100000	\$176.40	\$176.40
PO2W-64790-7100000-230000000106-1-New							\$176.40	\$176.40

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Monrovia Unified School District

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09/08/22	PO3W-64790-601005 0-230000000036-1- New		Kids Face Masks - District Wide PPE Kids Masks	0000223812- KIMJEM LLC	Warehouse & Purchasing	01.0-32120.0-00000-72000-4390-6000000	\$1,979.38	\$1,979.38
PO3W-64790-6010050-230000000036-1-New							\$1,979.38	\$1,979.38
							\$4,179,827.81	\$3,729,337.31

**RATIFICATION OF WARRANTS
RECOMMENDED FOR BOARD APPROVAL
September 28, 2022**

ACCOUNTS PAYABLE:

DATE ISSUED September 1, 2022 through September 14, 2022

Batch Numbers:	513-521	\$	925,080.14
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PAYROLL:

FOR THE MONTH OF: August, 2022

Certificated Salaries and Wages	\$	2,572,616.91	
Classified Salaries and Wages	\$	881,916.33	
CalSTRS and CalPERS Contributions	\$	687,687.08	
Health & Welfare Contributions	\$	1,540.10	
Employer Payroll Taxes	\$	126,425.99	
Total Salary and Benefit:		\$	4,270,186.41

TOTAL DISTRICT ACCOUNTS: \$ 5,195,266.55

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

5. 22/23-2039 - CUMULATIVE OBJECT SUMMARY REPORT

RECOMMENDATION

The Board of Education is requested to receive the final District Cumulative Object Summary report for the month of June 2022.

Rationale:

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

Additional Information:

The June 2022 Cumulative Object Summary Report is attached.

ATTACHMENTS

- [BA Item 2039\(b\) Cumulative Object Summary Rpt \(June 2022\) 9-28-22.pdf](#)

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		19,862,352.00	20,270,360.00	20,230,411.81	0.00	0.00	39,948.19	0.20
<i>Totals for Major Object 2000 - 2999</i>		6,271,990.00	6,319,756.00	6,319,886.56	0.00	0.00	-130.56	0.00
<i>Totals for Major Object 3000 - 3999</i>		11,039,501.00	10,653,972.00	10,579,210.12	0.00	0.00	74,761.88	0.70
<i>Totals for Major Object 4000 - 4999</i>		388,116.00	411,785.00	444,114.83	0.00	0.00	-32,329.83	-7.85
<i>Totals for Major Object 5000 - 5999</i>		3,414,596.00	3,411,833.00	3,834,824.85	0.00	0.00	-422,991.85	-12.40
<i>Totals for Major Object 6000 - 6599</i>		0.00	8,088.00	8,087.51	0.00	0.00	0.49	0.01
<i>Totals for Major Object 7100 - 7299</i>		68,830.00	51,615.00	48,020.00	0.00	0.00	3,595.00	6.97
<i>Totals for Major Object 7300 - 7399</i>		-1,334,627.00	-1,406,696.00	-1,606,292.42	0.00	0.00	199,596.42	-14.19
<i>Totals for Major Object 7610 - 7629</i>		73,470.00	73,469.00	73,469.16	0.00	0.00	-0.16	0.00
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		39,784,228.00	39,794,182.00	39,931,732.42	0.00	0.00	-137,550.42	-0.35

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object</i>	<i>1000 - 1999</i>	5,258,373.00	6,778,021.00	6,445,023.40	0.00	0.00	332,997.60	4.91
<i>Totals for Major Object</i>	<i>2000 - 2999</i>	3,846,717.00	4,249,357.00	4,171,901.02	0.00	0.00	77,455.98	1.82
<i>Totals for Major Object</i>	<i>3000 - 3999</i>	7,885,622.00	9,181,140.00	9,255,901.57	0.00	0.00	-74,761.57	-0.81
<i>Totals for Major Object</i>	<i>4000 - 4999</i>	1,131,687.00	3,364,304.00	3,320,867.38	0.00	0.00	43,436.62	1.29
<i>Totals for Major Object</i>	<i>5000 - 5999</i>	2,760,754.00	5,293,327.00	4,870,334.75	0.00	0.00	422,992.25	7.99
<i>Totals for Major Object</i>	<i>6000 - 6599</i>	0.00	95,289.00	75,288.82	0.00	0.00	20,000.18	20.99
<i>Totals for Major Object</i>	<i>6600 - 7099</i>	0.00	146,957.00	0.00	0.00	0.00	146,957.00	100.00
<i>Totals for Major Object</i>	<i>7100 - 7299</i>	666,621.00	666,622.00	661,051.50	0.00	0.00	5,570.50	0.84
<i>Totals for Major Object</i>	<i>7300 - 7399</i>	1,061,166.00	1,176,073.00	1,331,791.29	0.00	0.00	-155,718.29	-13.24
<i>Totals for Major Object</i>	<i>7610 - 7629</i>	134,136.00	434,136.00	634,136.00	0.00	0.00	-200,000.00	-46.07
<i>Total for Resource Range</i>	<i>20000.0 - 99999.9 R</i>	22,745,076.00	31,385,226.00	30,766,295.73	0.00	0.00	618,930.27	1.97

Report ID:	LAGL023C	64790- MONROVIA UNIFIED	Page No.	3
District:	64790	CUMULATIVE OBJECT SUMMARY - ALL EXPENDITURE OBJECTS	Run Date	9/10/2022
Fiscal Year :	2022	Fund :01.0 - General Fund	Run Time	11:08:39 AM
To Period :	998			ANNUAL
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>	62,529,304.00	71,179,408.00	70,698,028.15	0.00	0.00	481,379.85	0.68

Object	Object Description	Adopted Budget	Current Budget	Expenditures	Encumbrances	Pre-Encumbrances	Balance	% Left
<i>Totals for Major Object 1000 - 1999</i>		2,418,197.00	2,667,281.00	2,320,283.22	0.00	0.00	346,997.78	13.01
<i>Totals for Major Object 2000 - 2999</i>		449,885.00	420,743.00	578,679.24	0.00	0.00	-157,936.24	-37.54
<i>Totals for Major Object 3000 - 3999</i>		1,050,328.00	1,040,616.00	901,938.52	0.00	0.00	138,677.48	13.33
<i>Totals for Major Object 4000 - 4999</i>		567,571.00	1,267,942.00	470,256.95	0.00	0.00	797,685.05	62.91
<i>Totals for Major Object 5000 - 5999</i>		1,912,904.00	1,316,599.00	584,852.39	0.00	0.00	731,746.61	55.58
<i>Totals for Major Object 6000 - 6599</i>		0.00	12,026.00	12,025.56	0.00	0.00	0.44	0.00
<i>Total for Resource Range 00000.0 - 19999.9 U</i>		6,398,885.00	6,725,207.00	4,868,035.88	0.00	0.00	1,857,171.12	27.62

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

6. 22/23-2040 - 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 that may be expended for that classification of expenditures for the school year. Transfers may be made between expenditure classifications at any time with the approval of the Board of Education.

Account:

Additional Information:

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

ATTACHMENTS

- [BA Item 2040\(b\) Budgetary Transfers 9-28-22.pdf](#)

**FISCAL SERVICES DEPARTMENT
Fiscal Year 2022 - 2023**

Board Report:
Budget Revision

Board Meeting Date:
9/28/2022

GENERAL FUND #01.0

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED FEDERAL RESOURCES			
# 31820.0 - CSI SCHOOL IMPROVEMENT FUND			
DISTRICTWIDE			
Certificated Salaries	\$17,280.00		
Employees' Benefits	\$4,262.00		
Books and Supplies	\$95,000.00		
Services/Other Operations	\$10,995.00		
Other Outgo	<u>\$5,967.00</u>	\$133,504.00	2021-22 Carryover
# 32130.0 - EXPANDED LEARNING OPPORTUNITIES GRANT (ELO) - ESSER III			
DISTRICTWIDE			
Books and Supplies	\$1,519,152.00		
Services/Other Operations	\$1,160,418.00		
Capital Outlay-Eqpt Replacement	\$3,400,000.00		
Other Outgo	<u>\$171,036.00</u>	\$6,250,606.00	2021-22 Carryover
# 32140.0 - EXPANDED LEARNING OPPORTUNITIES GRANT (ELO) - ESSER III LEARNING LOSS			
DISTRICTWIDE			
Certificated Salaries	\$244,725.00		
Classified Salaries	\$597,851.00		
Employees' Benefits	\$113,189.00		
Services/Other Operations	<u>\$13,997.00</u>	\$969,762.00	2021-22 Carryover
# 32160.0 - ELO GRANT (ELO) -ESSER II SET-ASIDE (STATE RESERVE)			
DISTRICTWIDE			
Certificated Salaries	\$23,976.00		
Classified Salaries	\$35,870.00		
Employees' Benefits	\$14,740.00		
Services/Other Operations	<u>\$116,231.00</u>	\$190,817.00	2021-22 Carryover
# 32170.0 - ELO GRANT GEER II SET-ASIDE (STATE RESERVE)			
DISTRICTWIDE			
Classified Salaries	\$28,745.00		
Employees' Benefits	\$10,076.00		
Books and Supplies	<u>\$15,809.00</u>	<u>\$54,630.00</u>	2021-22 Carryover

BUDGET REVISION

<u>DESCRIPTION</u>	<u>AMOUNT BUDGETED</u>	<u>TOTAL ALLOCATION</u>	<u>RATIONALE</u>
RESTRICTED FEDERAL RESOURCES			
# 56340.0 - ARP HOMELESS CHILDREN & YOUTH II DISTRICT			
Books and Supplies	\$28,000.00		
Services/Other Operations	\$15,001.00		
Other Outgo	<u>\$2,580.00</u>	\$45,581.00	2021-22 Carryover
Total Restricted Federal Resources	<u>\$7,644,900.00</u>	<u>\$7,644,900.00</u>	
RESTRICTED STATE RESOURCES			
# 62660.0 - EDUCATOR EFFECTIVENESS			
Certificated Salaries	\$351,128.00		
Employees' Benefits	\$79,310.00		
Services/Other Operations	\$7,500.00		
Indirect Cost	<u>\$26,276.00</u>	\$464,214.00	2021-22 Carryover
Total Restricted State Resources	<u>\$464,214.00</u>	<u>\$464,214.00</u>	
TOTAL BUDGET REVISION	<u><u>\$8,109,114.00</u></u>	<u><u>\$8,109,114.00</u></u>	

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

7. 22/23-2041 - ACCEPTANCE OF GIFTS

RECOMMENDATION

The Board of Education is requested to accept the gifts as described in Acceptance of Gifts Report No. 2023-03.

Rationale:

The Board of Education welcomes and appreciates donations of educationally suitable material items, monetary donations, and 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 No. 3290 requires Board approval of gifts.

Additional Information:

The Acceptance of Gifts Report is attached.

ATTACHMENTS

- [Acceptance of Gifts #2023-03 09-28-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Acceptance of Gifts Report No. 2023-02
Board Meeting 20220824

	Type of Gift	Donor	Estimated Value of Gift	Purpose of Gift/Benefit to District	Prepared by	D Number	Budget Implications
1	Cash/Credit Card	Jennifer Bryant	\$200.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928021	Increases site donation account
2	Cash/Credit Card	Sheila Grether-Marion	\$500.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928022	Increases site donation account
3	Cash/Credit Card	Clint and Louise Taylor	\$2,500.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928023	Increases site donation account
4	Cash/Credit Card	Geoffrey and Monica Zamarripa	\$150.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928024	Increases site donation account
5	Cash/Credit Card	Maria Alberto	\$100.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928025	Increases site donation account
6	Cash/Credit Card	Filberto and Karen Lujan	\$200.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928026	Increases site donation account
7	Cash/Credit Card	Kimberly Cabrera	\$500.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928027	Increases site donation account
8	Cash/Credit Card	Kristoffer and Jeanine Kaufmann	\$3,000.00	To benefit MUSD Performing Arts Department.	Patrick Garcia, Director Performing Arts	D-0928028	Increases site donation account
9							
10							

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

8. 22/23-2042 - PROFESSIONAL SERVICE AGREEMENTS

RECOMMENDATION

The Board of Education is requested to approve the Professional Service Agreements Report #5 for the Monrovia Unified School District 2022-23 SY.

Rationale:

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

Budget Implication (\$ Amount):

Legal References:

Government Code 53060 and Board Policy 3600.

Additional Information:

The professional services agreement report is attached.

ATTACHMENTS

- [Professional Service Agmts #5.pdf](#)

Monrovia Unified School District
Professional Service Agreements #5

Agenda Item # 22/23-2042
September 28, 2022

Name/Company	Services	Amount	Site	Effective Dates	Funding
Lynette M. Rock, R.D., SNA	Food Service Support	\$130/hour	District Office	10/1/2022- 6/30/2023	Food Service Fund
Pyro Spectaculars, Inc.	Fireworks show for MHS Homecoming on October 21, 2022	\$2,850.00	MHS	10/21/2022	MHS ASB
Atkinson, Andelson, Loya, Ruud, & Romo	Section 504 and ADA Procedures Manual and Training for site administrators and counselors	\$3,600.00	All sites	9/29/2022- 12/31/2022	American Rescue Plan Funds

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

9. 22/23-2043 – AGREEMENT WITH PEARL PREPARATORY SCHOOL

RECOMMENDATION

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Pearl Preparatory School.

Rationale:

This agreement will allow the Monrovia Unified School District Food Service Department to provide lunches to the Pearl Preparatory School, located in Arcadia.

Background:

The Food Service Department is an authorized National School Lunch (NSLP), School Breakfast Program (SBP), and Child and Adult Care Food Program (CACFP) provider. It is continuously seeking opportunities to expand the NSLP and CACFP to provide nutritionally balanced, low-cost, or free meals to the students of the District and the community. During the 2021-2022 school year, the Food Service Department served 453,347 breakfasts; 616,123 lunches; 312,333 suppers; 354,343 snacks, and we will strive to increase these numbers in 2022-23. Through this agreement, the breakfast and lunches provided to Pearl Preparatory School will generate additional revenue through their meal payment. The term of the agreement is September 14, 2022, through June 30, 2023, and the estimated revenue amount of \$30,000.00 will help to maintain the Food Service Department program's fiscal solvency. In addition to the revenue generated, this agreement will contribute to fostering another positive community partnership. Pearl Preparatory School is the second private school that has openly requested that the Monrovia Unified School District Food Service provide their nutritional needs, citing that the Monrovia Unified School District staff is committed to stellar customer service.

Budget Implication (\$ Amount):

The estimated agreement revenue of \$30,000.00 will help to augment the Food Service Department budget.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2043\(b\) Agreement with Pearl Prep 9-28-22.pdf](#)

AGREEMENT FOR FOOD SERVICE VENDING

This agreement is entered into on this **fourteenth day of September, 2022** by and between Pearl Preparatory School, hereinafter referred to as the Agency, and Monrovia Unified School District's Food Services Department, hereinafter referred to as the District.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE Agency to prepare specified meals under the National School Lunch Program (NSLP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the District are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the District is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE DISTRICT AGREES TO:

1. Prepare and supply the meals inclusive of milk (additionally bottled water or 8 oz. juice are available for adult meals), eating utensils, serving utensils and meal trays to the aforementioned school site in accordance with the number of meals requested and at the cost(s) per meal listed below. Every effort will be made to offer meals at the price listed below. However, if this agreement becomes fiscally infeasible for the District, prices will be subject to change with a 30 day notice to the Agency.

MUSD FSD NON-PROGRAM FOOD PRICING	Cost to families with FREE eligibility	Cost to families with REDUCED eligibility	Cost to families with PAID eligibility
Breakfast	\$ 0.00	\$0.30	\$1.75
Lunch	\$0.00	\$0.40	\$3.50
Delivery fee	\$1.00	\$1.00	\$1.00
TOTAL:	\$1.00	\$1.70	\$6.25 (also adult meal price)

2. Provide the Agency, for approval, a proposed menu for each month at least five days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.

3. Assure that each meal provided to the Agency under this agreement meets the minimum nutritional requirements as specified by the National School Lunch Program (NSLP) guidelines outlined in the Final Rule “Nutrition Standards in the National School Lunch and School Breakfast Programs” – May 26, 2016 as part of the, “The Healthy, Hunger-Free Kids Act of 2010 (S.3307/P.L.111-296)
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this agreement, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal.

The District agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the District, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within thirty days of the scheduled delivery time. However, the District reserves the right to cancel the agreement if the meal count falls below 25 children meals or is no longer feasible to continue to provide services.
8. Present to the Agency an invoice accompanied by reports no later than the first Wednesday of each month that itemizes the previous month's deliveries. The District agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time of (10:30 am to 11:00 am); are spoiled or unwholesome (milk) at the time of delivery, are short of components (milk), or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in K-5 facilities. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code (2014) are met at all times.
10. Operate in accordance with current CDE regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to

the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place. District will maintain a record of each meal's temperature, quality and quantity delivered each day.

12. Not subcontract for the total meal, with or without milk (bottled water or 8 oz. juice for adult meals only), or for the assembly of the meal.
13. The District certifies, that in its operation of a NSLP, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
14. Where the District is unable to certify to any of the statements in this certification, District shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)
15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.
16. Provide optimum customer service at all times, continuous process improvement, and a three-week cycle menu.
17. Provide meals in approved transport containers and will exchange the previously delivered transport containers on a daily basis. Additional arrangements will be made with the Agency to pickup all containers and utensils prior to extended weekends or on the last school day that precedes a holiday.

THE AGENCY AGREES TO:

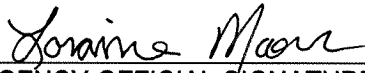
1. Request by telephone no later than 9:00 am an accurate number of meals to be delivered to the Agency on each day. Notify the District of necessary increases or decreases in number of meal orders by 9:00 am of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery site, at the specified time on each delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the District that this individual will be trained and knowledgeable in the record keeping and meal requirements of NSLP, and in health and sanitation practices.

3. Notify the Vendor within five days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Make efforts to align the meal service days to that of the District's regular school session days. However, if the Agency requires meal service outside of the District's regular school session, it will receive an additional invoice for the labor cost, above and beyond the cost of the meals provided for that day or days.
5. Pay the District no later than the fifteenth day of each month the full amount as presented on the monthly itemized invoices. The Agency agrees to notify the District within 48 hours of receipt of any discrepancy in the invoice.
6. Alternative Dispute Resolution Ladder: Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the any and all service or billing disputes.
 - A. Informal Mediation Management Service: Both parties agree to bring two (2) organizational management members to represent them in informal mediation. All parties agree to meet to mediate any and all business disputes that may develop from aforementioned services rendered by performance of the contract. Good Faith effort and cooperation is agreed upon by both parties and that all parties agree to conduct informal mediation within a maximum limit of 2 months. All informal mediations may take place using virtual, phone or in-person methods. Parties agree to schedule, attend and participate in a minimum of eight (8) mediation meetings to resolve disputes. Disputes not resolved within three (3) months of mediation start and after completion of eight (8) mediation meetings by all parties will be escalated to the next dispute resolution ladder step.
 - B. Arbitration: Both parties agree to utilize binding arbitration in the event that the dispute was not settled during informal mediation proceedings. The arbitrator will be selected mutually by both parties from a qualified and vetted list of arbitration companies or arbitrators listed within the resource directory of the "Los Angeles County Civil Courts Alternative Dispute Resolutions Programs" page. All parties agree that the dispute will be handled within the venue region of Los Angeles County, state of California. All parties agree to be legally bound by the final decision rendered by the arbitrator. Each party will share jointly in the total cost of the arbitration regardless of the decision rendered in one parties favor.
7. Indemnification: The Agency " Pearl Preparatory School" shall indemnify, defend, and hold harmless the "Monrovia Unified School District" located in Los Angeles County, California; it's board members, officers, administrators, directors, academic and classified staff employees, volunteers, interns and third-patty vendors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District.

TERMS OF THE AGREEMENT

This agreement will take effect commencing on the 14th of September, 2022 and will remain in effect through June 30, 2023. This agreement is subject to annual renewal. The agreement may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

<hr/>	 <hr/>
VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
<hr/>	<hr/>
Dr. Ryan Smith	Loraine Moore
VENDOR OFFICIAL NAME (TYPED)	AGENCY OFFICIAL NAME (TYPED)
<hr/>	<hr/>
Superintendent	Principal
TITLE	TITLE
<hr/>	<hr/>
325 East Huntington Drive	1307 E. Longden
ADDRESS	ADDRESS
<hr/>	<hr/>
Monrovia, CA 91016	Arcadia, CA 91006
CITY STATE ZIP	CITY STATE ZIP
<hr/>	<hr/>
626-471-2000	626-442-7737
PHONE	PHONE
<hr/>	<hr/>
	9/1/22
DATE	DATE

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

10. 22/23-2044 - AGREEMENT WITH IMMACULATE CONCEPTION STEM ACADEMY

RECOMMENDATION

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Immaculate Conception STEM Academy.

Rationale:

This agreement will allow the Monrovia Unified School District Food Service Department to provide lunches to the Immaculate Conception STEM Academy, located in Monrovia.

Background:

The Food Service Department is an authorized National School Lunch (NSLP), School Breakfast Program (SBP), and Child and Adult Care Food Program (CACFP) provider. It is continuously seeking opportunities to expand the NSLP and CACFP to provide nutritionally balanced, low-cost, or free meals to the students of the District and the community. During the 2021-2022 school year, the Food Service Department served 453,347 breakfasts; 616,123 lunches; 312,333 suppers; 354,343 snacks, and we will strive to increase these numbers in 2022-23. The breakfast and lunches provided to Immaculate Conception STEM Academy through this agreement will generate additional revenue through their payment for the meals. The term of the agreement is September 14, 2022, through June 30, 2023, and the estimated revenue amount of \$15,000.00 will help to maintain the Food Service Department program's fiscal solvency. In addition to the revenue generated, this agreement will contribute to fostering another positive community partnership. Immaculate Conception STEM Academy is the third private school that has openly requested that the Monrovia Unified School District Food Service provide their nutritional needs, citing that the Monrovia Unified School District staff is committed to stellar customer service.

Budget Implication (\$ Amount):

The estimated agreement revenue of \$15,000.00 will help to augment the Food Service Department budget.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2044\(b\) Agreement with Immaculate Conception STEM Academy 9-28-22.pdf](#)

AGREEMENT FOR FOOD SERVICE VENDING

This agreement is entered into on this **fourteenth day of September, 2022** by and between Immaculate Conception STEM Academy", hereinafter referred to as the Agency, and Monrovia Unified School District’s Food Services Department, hereinafter referred to as the District.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE Agency to prepare specified meals under the National School Lunch Program (NSLP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the District are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the District is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE DISTRICT AGREES TO:

1. Prepare and supply the meals inclusive of milk (additionally bottled water or 8 oz. juice are available for adult meals), eating utensils, serving utensils and meal trays to the aforementioned school site in accordance with the number of meals requested and at the cost(s) per meal listed below. Every effort will be made to offer meals at the price listed below. However, if this agreement becomes fiscally infeasible for the District, prices will be subject to change with a 30-day notice to the Agency.

MUSD FSD NON-PROGRAM FOOD PRICING	Cost to families with FREE eligibility	Cost to families with REDUCED eligibility	Cost to families with PAID eligibility
Breakfast	\$ 0.00	\$0.30	\$1.75
Lunch	\$0.00	\$0.40	\$3.50
Delivery fee	\$1.00	\$1.00	\$1.00
TOTAL:	\$1.00	\$1.70	\$6.25 (also adult meal price)

2. Provide the Agency, for approval, a proposed menu for each month at least five days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.

3. Assure that each meal provided to the Agency under this agreement meets the minimum nutritional requirements as specified by the National School Lunch Program (NSLP) guidelines outlined in the Final Rule “Nutrition Standards in the National School Lunch and School Breakfast Programs” – May 26, 2016 as part of the, “The Healthy, Hunger-Free Kids Act of 2010 (S.3307/P.L.111-296)
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this agreement, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal.

The District agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the District, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within thirty days of the scheduled delivery time. However, the District reserves the right to cancel the agreement if the meal count falls below 25 children meals or is no longer feasible to continue to provide services.
8. Present to the Agency an invoice accompanied by reports no later than the first Wednesday of each month that itemizes the previous month's deliveries. The District agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time of (10:30 am to 11:00 am); are spoiled or unwholesome (milk) at the time of delivery, are short of components (milk), or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in K-5 facilities. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code (2014) are met at all times.
10. Operate in accordance with current CDE regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to

the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place. District will maintain a record of each meal's temperature, quality and quantity delivered each day.

12. Not subcontract for the total meal, with or without milk (bottled water or 8 oz. juice for adult meals only), or for the assembly of the meal.
13. The District certifies, that in its operation of a NSLP, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
14. Where the District is unable to certify to any of the statements in this certification, District shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)
15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.
16. Provide optimum customer service at all times, continuous process improvement, and a three-week cycle menu.
17. Provide meals in approved transport containers and will exchange the previously delivered transport containers on a daily basis. Additional arrangements will be made with the Agency to pickup all containers and utensils prior to extended weekends or on the last school day that precedes a holiday.

THE AGENCY AGREES TO:


1. Request by telephone no later than 9:00 am an accurate number of meals to be delivered to the Agency on each day. Notify the District of necessary increases or decreases in number of meal orders by 9:00 am of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery site, at the specified time on each delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the District that this individual will be trained and knowledgeable in the record keeping and meal requirements of NSLP, and in health and sanitation practices.

3. Notify the Vendor within five days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Make efforts to align the meal service days to that of the District's regular school session days. However, if the Agency requires meal service outside of the District's regular school session, it will receive an additional invoice for the labor cost, above and beyond the cost of the meals provided for that day or days.
5. Pay the District no later than the fifteenth day of each month the full amount as presented on the monthly itemized invoices. The Agency agrees to notify the District within 48 hours of receipt of any discrepancy in the invoice.
6. Alternative Dispute Resolution Ladder: Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the any and all service or billing disputes.
 - A. Informal Mediation Management Service: Both parties agree to bring two (2) organizational management members to represent them in informal mediation. All parties agree to meet to mediate any and all business disputes that may develop from aforementioned services rendered by performance of the contract. Good Faith effort and cooperation is agreed upon by both parties and that all parties agree to conduct informal mediation within a maximum limit of 2 months. All informal mediations may take place using virtual, phone or in-person methods. Parties agree to schedule, attend and participate in a minimum of eight (8) mediation meetings to resolve disputes. Disputes not resolved within three (3) months of mediation start and after completion of eight (8) mediation meetings by all parties will be escalated to the next dispute resolution ladder step.
 - B. Arbitration: Both parties agree to utilize binding arbitration in the event that the dispute was not settled during informal mediation proceedings. The arbitrator will be selected mutually by both parties from a qualified and vetted list of arbitration companies or arbitrators listed within the resource directory of the "Los Angeles County Civil Courts Alternative Dispute Resolutions Programs" page. All parties agree that the dispute will be handled within the venue region of Los Angeles County, state of California. All parties agree to be legally bound by the final decision rendered by the arbitrator. Each party will share jointly in the total cost of the arbitration regardless of the decision rendered in one parties favor.
7. Indemnification: The Agency "Immaculate Conception STEM Academy" shall indemnify, defend, and hold harmless the "Monrovia Unified School District" located in Los Angeles County, California; it's board members, officers, administrators, directors, academic and classified staff employees, volunteers, interns and third-party vendors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District.

TERMS OF THE AGREEMENT

This agreement will take effect commencing on the 14th of September, 2022 and will remain in effect through June 30, 2023. This agreement is subject to annual renewal. The agreement may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

<p>_____ VENDOR OFFICIAL SIGNATURE</p> <p><u>Dr. Ryan Smith</u> VENDOR OFFICIAL NAME (TYPED)</p> <p><u>Superintendent</u> TITLE</p> <p><u>325 East Huntington Drive</u> ADDRESS</p> <p><u>Monrovia, CA 91016</u> CITY STATE ZIP</p> <p><u>626-471-2000</u> PHONE</p> <p>_____ DATE</p>	<p> _____ AGENCY OFFICIAL SIGNATURE</p> <p><u>Miriam Rojas</u> AGENCY OFFICIAL NAME (TYPED)</p> <p><u>Principal</u> TITLE</p> <p><u>740 South Shamrock Ave</u> ADDRESS</p> <p><u>Monrovia, CA 91016</u> CITY STATE ZIP</p> <p><u>626-358-5129</u> PHONE</p> <p><u>Sept. 1, 2022</u> DATE</p>
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Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

11. 22/23-2045- PURCHASE AGREEMENT WITH SYSCO FOODS

RECOMMENDATION

The Board of Education is requested to ratify a piggyback purchase agreement with SYSCO Foods to provide grocery products for the 2022-23 school year.

Rationale:

The approval of this agreement will allow the Food Service Department to purchase food items from SYSCO Foods to provide healthy meals to our students.

Background:

Monrovia Unified School District's (MUSD) current frozen foods, produce, bread, and paper products vendors continue to experience supply chain interruptions and shortages which negatively impacts our menu integrity and the Food Service staff's ability to consistently provide nutritious and Healthy, Hunger-Free Kids Act of 2010 (HHFKA-2010) compliant meals to our students. SYSCO Foods was an MUSD frozen food provider approximately ten years ago and was reinstated in March of the 2021-22 school year to supplement our food vendors. SYSCO Foods is committed to providing seamless grocery servicing during this uncertain post-COVID-19 period, whereby K-12 schools are experiencing supply chain challenges. This company provides great customer service; and will supplement the current main food supply vendor with high-quality products at comparable prices.

Budget Implication (\$ Amount):

The annual budget will be \$50,000.

Legal References:

Education Code 42647 states that the Board of Education shall approve all purchase and payment.

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2045\(b\) Purchase Agreement with SYSCO Foods 9-28-22.pdf](#)



Ventura Site
Los Angeles Region
 3100 Sturgis Road
 Oxnard, CA 93030
 T 805.205.7000
 F 805.205.7012

July 25, 2022

Mr. Kenneth Singleton,

Per our recent telephone conversation, Sysco Los Angeles Region has agreed to “roll over” the previous years bid with Monrovia Unified School District for the upcoming 2022-2023 school year. As before, this roll over will be piggybacked onto the current Moorpark Unified School District RFP.

Also as before, Sysco Los Angeles Region will deliver one (1) day per week to the three locations which include Monrovia USD Administration Bldg. Warehouse, Monrovia High School, and Clifton Middle School.

Please confirm this roll over agreement by signing and return via email to my attention.

Bill Allen

Bill Allen

Manager Contract Sales, Sysco Los Angeles Region

Accepted by:

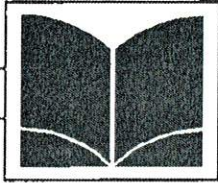
Ryan D. Smith, Ed.D.

Superintendent

 Authorized Name/Signature

 Title

 Date



Learning Today to Lead Tomorrow

MOORPARK UNIFIED SCHOOL DISTRICT

5297 Maureen Lane, Moorpark, California 93021

(805) 378-6300

May 11, 2021

Sysco Ventura Inc.
Attn: Jennie Calzada de Anda, Contracts and Bids Manager
Street: 3100 Sturgis Road
City: Oxnard
State: California
Zip Code: 93030

Dear Matt Flood:

Congratulations! This letter is to inform you that Moorpark School District has awarded your response from RFP# 21-03-29-1 during the term of 12 months (07/01/2021 to 06/30/2022) as specified in the RFP #21-03-29-1 specifications and price quotation.

The procurement of these product(s)/service(s) will be dependent upon the product needs of district Child Nutrition Department. Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract.

To accept these terms and conditions, please sign below and return via email to Orlando Orozco at oorozco@mrpk.org Please mail a copy with your original signature as soon as possible.

We look forward to working with your company

Sincerely,

ORLANDO OROZCO

Name and Title: CHILD NUTRITION DIRECTOR

Date: 5/12/21

Moorpark School District

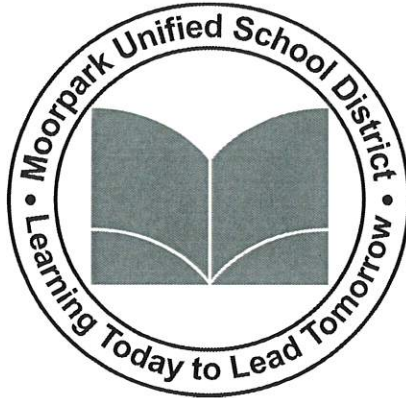
Service Provider Agreement:

Jennie Calzada de Anda

Name and Title: Contracts & Bids Manager

Date: 5/13/2021

Sysco Ventura Inc



**MOORPARK UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL**

BID TITLE: Frozen Entrees, Sides, Dry Goods and Desserts

BID NUMBER: RFP 21-03-29-1

BID DUE DATE AND TIME: April 19, 2021 at 1:00 PM (PST)

BID QUESTIONS: All questions must be submitted by email oorozco@mrpk.org. Questions must be submitted no later than 5:00 PM (PST) on April 16, 2021.

SUBMIT COMPLETED BID TO: Moorpark Unified School District
District Operations Center
Child Nutrition Department
5297 Maureen Lane
Moorpark, California 91320

SURETY REQUIREMENT: No Surety Required

AGENCY CONTACT PERSON: Orlando Orozco
Director
Child Nutrition Department
(805) 378-6300, Ext. 1422

ADVERTISEMENT DATE: March 29, 2021
April 5, 2021
April 12, 2021

REQUEST FOR PROPOSAL FOR THE PURCHASE AND DELIVERY OF THE SCHOOL FOOD SERVICES FROZEN ENTREES, SIDES, DRY GOODS AND DESSERTS

Moorpark Unified School District is composed of one (1) comprehensive high school, one (1) hybrid high school, three (3) middle schools, six (6) elementary schools, (1) preschool, and one (1) adult school. The enrollment in the District is approximately 6200. The District spans 12.47 square miles Moorpark Unified School District serves just under one (1/2) million meals per year.

The Moorpark Unified School District, hereinafter referred to as the District, is seeking proposals from qualified Bidders to provide distribution and delivery for Frozen Entrees, Sides, Dry Goods and Desserts. Delivery will be to the District central warehouse and one (1) school sites. It is the intent of the District to develop a secure service relationship between the agent and the District in a competitive atmosphere. The District is, therefore, willing to consider any, and all, options that will make service more effective and price more economical while providing reasonable income and security of contract to the agent. It is the intent of the District to have a single source supplier for the year, but the District reserves the right to award separately for Frozen Entrees, Sides, Dry Goods and Desserts if it is in the best interest of the District.

Service will be based upon the ability to meet the District's requirements for both storage and the ability to distribute purchased products to numerous sites and schedules.

Any response to the District will be considered a price quote, which outlines the terms and conditions for all financial aspects of doing business as the District's agent in these areas. The proposal will be the basis for an agreement, under which the successful proposer will sign an agent agreement with the District to provide service outlined therein. All proposals will be specific as to time lines and charges for goods and services.

The District reserves the right to reject any, and all, proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the awarded firm. The District makes no representations that any contract will be awarded to any respondent.

Bids are to be verified before submission, as they cannot be corrected after Bids are opened. The signatures of all persons shall be in longhand. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. All Bids shall be submitted in sealed envelopes with the name of the Bidder, business address, and the name of the RFP for which the bid is submitted. It is the sole responsibility of the Bidder to see that their bid is received in proper time. Any Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. NO oral or telephonic medication of any Bid submitted will be considered.

Parties interested in participating in the Request for Proposal can find the Bid posted on the Moorpark Unified School District Nutrition Services Department Web Page at the following link: [http:// www. mrpk.org/purchasing](http://www.mrpk.org/purchasing)

GENERAL TERMS AND CONDITIONS OF BID

1.0 SUBMISSION OF BID

- 1.1 Bidder shall be required to submit with their Bids all required information labeling and description of the products that they have submitted pricing for. Bids are due in the Child Nutrition Services Department by the submittal deadline **in a sealed envelope**, with the RFP name, number, date and time due, displayed on the package or envelope. **The Bid submittal deadline is April 19, 2021, at 1:00 pm PST.** Bidders shall submit their bids on, or before, the due date and time. The receiving time in the Child Nutrition Services Department will be the governing time for receipt of Bid. Bids will not be opened or revealed before the time set for receipt.

The public is not invited to attend the Bid opening.

- 1.2 Any irregularities or lack of clarity in the Bid should be brought to the attention of the Moorpark Unified School District (MUSD) Child Nutrition Department for correction or clarification.
- 1.3 Bidder shall furnish the required information typed or written in ink on the Product Quotation form included in this RFP only. Bidder shall return the District's completed original bid documents. Incomplete Bid documents, which do not incorporate "General Terms and Conditions of Bid", may be rejected.
- 1.4 The person signing the Bid must initial, in ink, erasures or other changes.
- 1.5 An authorized representative of Bidder's firm must sign this Bid document. An unsigned Bid shall be disqualified. Each Bid must give the full business address of the Bidder and must be signed by the Bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed by the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the Bid.
- 1.6 Bidder shall proofread his/her Bid carefully for errors.
- 1.7 In the event of a difference between written words and figures, the amount stated in written words shall govern.
- 1.8 Bidders shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Bids stating "will negotiate" or "to be determined" or similar vague language will be considered as nonresponsive and will be subject to rejection of the Bid.

- 1.9 Errors in price computation on the Product Quotation Sheets do not relieve a Bidder from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the Bidder.
- 1.10 In the event of a difference between unit price and the extended price, the unit price shall govern.
- 1.11 The quantities appearing in this Bid are approximate only and are estimated for the solicitation of Bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the Bid. It is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without in any way invalidating Bid pricing.
- 1.12 Bidder shall state a realistic delivery date excluding Saturdays, Sundays and holidays. Delivery time shall be a consideration in award of Bid.
- 1.13 The use of the name and/or catalog number of a brand/manufacture in describing an item in this request for Bids should be seen as a measure of quality, design and utility of the article. Even if item being Bid on is "as specified". Bidder must identify the brand/manufacture, model number and grade on the included Price Schedule/Specification Sheet. Failure to do so may result in rendering that particular Bid item "Not as specified". When Bidder submits items as specified, manufacturer's specifications are not required.
- 1.14 Any Bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their Bid.
- 1.15 Exceptions to the Terms, Conditions and Specifications of this Bid must be noted in the space provided at the end of this Bid. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The District reserves the right to accept or reject any exceptions based on the best interest of the District.
- 1.16 All suppliers bidding on chemical and/or toxic products must submit a Safety Data Sheet (SDS) on each item that is Bid.
- 1.17 Bidder assumes any and all risks involved with method of delivery of Bid chosen. District assumes no responsibility for Bidder's failure to deliver a Bid in accordance with the specified receiving point and time stated herein.
- 1.18 In order for a Bid to be considered, it is mandatory that the Bid documents be received in the District Child Nutrition Department prior to 1:00 PM (PST) on the due date outline in the Bid document. Upon receipt, date and time of receipt will be noted on the Bid Packet.

- 1.19 Neither District nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open a Bid not properly addressed, identified or mislabeled.
- 1.20 Bids submitted by email will not be accepted.
- 1.21 Late Bids will NOT be accepted. A Bid may be received any time prior to 1:00 PM (PST) on the due date outlined in the Bid document. A Bid arriving after the deadline of 1:00 PM (PST) on the due date will be returned to its sender unopened.
- 1.22 A Bid may be withdrawn by written notification delivered by mail, or e-mail, provided such notice is received prior to the date and time set for the Bid opening.
- 1.23 A request for withdrawal of a Bid received after the scheduled Bid opening will not be considered.
- 1.24 In the event Bidder chooses not to bid, but wishes to remain on the Bid list, indicate "NO BID" on the response page of the Bid document, affix the firm name and address, and return it to the District.
- 1.25 Any discounts offered by Bidders must be stated clearly on the Bid Form itself so that the District can calculate properly the net cost of the Bid. Offers of discounts or additional services not delineated on the Bid Form will not be considered by the District. Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.
- 1.26 Bidders must quote prices "F.O.B. Destination" to the District delivery locations(s) specified. Prices should be stated in units specified and Bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the district pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Bidders, must include on site off loading and inside delivery.
- 1.27 All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in federal, county, state and city laws for their production, protection, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.
- 1.28 This invitation for Bids does not cover all products that will be used during the school year, but does include the products more often used. Vendors are invited to attach a separate list of all products available, with firm prices for the contract period (Balance of Line). Additional items offered will not be considered when calculating Bid totals and awarding a contract.

- 1.29 Bids shall be submitted in a sealed envelope or box and labeled using the following format:

Firm Name:

Bid #: 21-03-29-1

Due/Opening Date & Time: April 19, 2021 at 1:00 PM (PST)

**Mail or Deliver RFP to: Moorpark Unified School District
Child Nutrition Department
5297 Maureen Lane
Moorpark, California 93021**

2.0 EVALUATION/AWARD

- 2.1 The District will award a contract to the Bidder whose response, in Moorpark Unified School District sole judgment, represents the best value considering the District's needs. The District reserves the right to accept Bid as deemed necessary for the best interest of the District, including the availability of specialty items not carried by another vendor. The District reserves the right to award a contract based on what the District considers the lowest most responsible and responsive Bidder, considering all factors. Past performance of a proposer will be evaluated and could subject a Bid to be rejected. The District reserves the right to choose the items purchased based on current need and budget and reserves the right to purchase all, some, or none of the products listed in the RFP.

3.0 PURCHASE ORDER

- 3.1 Items will be purchased on an as needed basis on an Open Purchase Order at any time during the contract period. The District reserves the right to add related items to or delete items from the contract at any time during the period of the contract. (Any items that may need to be added to this Bid shall exhibit same mark-up percentage as all other existing/awarded products on the Bid). The vendor, upon request, will provide evidence and documentation of cost (at invoice price). The quantities listed for each item are District estimates only.
- 3.2 MUSD will not be responsible for materials and/or services furnished without an official MUSD Purchase Order issued by the Child Nutrition Department.
- 3.3 All transactions for goods between the MUSD and seller shall be regulated according to California Statues.
- 3.4 No variations, deletions, price increases, changes or modifications to any order shall be effective without prior written approval by MUSD.

4.0 PRICE CHANGES

- 4.1 The successful Bidder will give the District the advantage of any decrease in prices which may occur during the effective period of this Bid. All prices shall be guaranteed for the contract period. Minimum delivery must be stated on the Bid.
- 4.2 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.
- 4.3 Prices may only be increased on a pass-through basis (i.e. increase to Bidder five cents, increase to District five cents) and must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.
- 4.4 In the event of a price increase, the Bidder is responsible for justifying the increase. All price increases must be submitted in writing sixty (60) days prior to the price increase(s).
- 4.5 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

5.0 NUTRITIONAL INFORMATION

- 5.1 Bidders are required to provide complete product information sheets for all products included in Bid, indicating pack size, weight per unit, and nutritional analysis signed by a responsible party. Product information sheets are required as part of the Bid submittal.
- 5.2 Product information sheets may be submitted in either hard copy or in electronic format.
- 5.3 Products may not contain Trans Fats.
- 5.4 Bidders are to submit complete product information sheets/Product Formulation Sheets (PFS) for all items included in their Bid.
- 5.5 If Bidder is offering a brand other than those specified in the Bid, or offering additional products with their Bid (Balance of Line), they must also furnish product information sheets/PFS for those other brands, or additional items.
- 5.6 Proposals submitted without product information sheets will be rejected as nonresponsive. Acceptable documents that meet this requirement are:

- A. Product Formulation Statement (PFS), including:
 - a. Product name, code number, serving size
 - b. Type and weight of creditable ingredient
 - c. Printed name and signature, title of company representative certifying that the information on the PFS is true and correct, and date signed.
- B. Child Nutrition (CN) Label:
 - a. The contribution to the meal pattern
 - b. CN logo
 - c. Month and year of approval
 - d. Product identification number assigned by USDA FNS

5.7 All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration (FDA). Labels must list the presence of ingredients, which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

5.8 Bidder shall notify the Child Nutrition Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Child Nutrition Department.

6.0 SAMPLES

6.1 On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. Such demonstrations shall be made within the Moorpark Unified School District boundaries. The District reserves the right to reject the Bid of any Bidder failing to submit samples or provide demonstrations as requested.

6.2 Within five (5) working days of request by the District, the Bidder shall submit, at no charge to the District, a minimum of one (1) case sample for each item offered and requested for evaluation.

6.3 Each sample shall be labeled with the Bid number and product item number.

6.4 Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the Bidder's disqualification for contract award.

6.5 Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. The decision of the District shall be final.

6.6 Samples shall be submitted directly to:

Moorpark Unified School District
5297 Maureen Lane
Moorpark, California 93021
Attention: Orlando Orozco

7.0 INSPECTION OF FACILITIES

- 7.1 As part of the evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to the award of contract. After such inspection, if a representative of the District determines the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award.

Additionally, the District reserves the right to inspect the facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the vendor vacate an approved facility, re-inspections will be required under the same conditions for the new facility.

8.0 SANITATION

- 8.1 All products will be produced and handled in accordance with the best sanitary practices.
- 8.2 Employees, equipment and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products.
- 8.3 All products must conform to the provisions set forth in Federal, State, County and City laws for protection, handling, processing and labeling.
- 8.4 Plant manufacturing must meet State and County Health requirements.
- 8.5 **Attach copies of current health, safety, and/or sanitation certificates/licenses that your company maintains. A copy of current Health Department Permit is required.**

9.0 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 9.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.
- 9.2 Submission of a signed Bid in response to this solicitation is certification that Bidder's firm (or any Contractor/Subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction by any state or federal department or agency. Submission is also agreement that MUSD will be notified of any change in this status.

10.0 CONTRACT AWARD GUIDELINES

- 10.1 The MUSD reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve the MUSD's best interest. Bids identified on the basis of "all or nothing" will be excluded from this provision.
- 10.2 Bids will be evaluated on the following factors: price, competency, quality, creditability, discounts offered, and compliance with all aspects of the specifications and Bid.
- 10.3 The District will be the sole judge of merit and not necessarily accept the lowest price offered as service and quality of items will be considered in making a decision. The District reserves the right, in its absolute discretion, to accept Bids, or any part of any Bid, and to make an award of contract(s) in the best interest of the District.
- 10.4 The District reserves the right to award all or part of this Bid to one or more vendors. "All or Nothing" proposals should be so stated on Proposal Form.
- 10.5 In the event of a tie, after a thorough evaluation of all factors, low Bid shall be determined by extending prices out to the third decimal point. If a tie still exists, low Bid shall be determined by drawing of lots and witnessed by a panel of three (3) impartial observers.
- 10.6 The terms and conditions contained in this invitation for Bids, Bid Form, Instructions to Bidders, General Conditions, Specifications and Agreement herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued up until the time set for opening of Bids shall form a part of the documents and specifications issued to Vendors for the preparation of their Bids and shall constitute a part of the contract documents.
- 10.7 The MUSD reserves the right to reject any or all Bids and to waive any minor informalities or irregularities in Bids if it is in the District's best interest.
- 10.8 The MUSD reserves the right to hold Bids for a period of ninety (90) days from date of opening before awarding or rejecting said Bids.
- 10.9 A MUSD official Purchase Order and/or formal contract issued to the successful Bidder shall be considered sufficient notification of the award of Bid.
- 10.10 Should there be a formal contract issued specific to this Bid in addition to the terms and conditions outlined herein (General and Special), Bidder agrees that it shall be governed by and construed in accordance with the laws of California. No

action involving this contract agreement may be brought except in the district and federal courts located in Ventura County, California, USA.

- 10.11 Any unsuccessful Bidder may appeal a pending Recommendation of Award.
- 10.12 Appellant must submit a written protest to the Director of Child Nutrition no later than six (6) calendar days after the date of the Recommendation of Award. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the were violated.
- 10.13 MUSD is not liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by Appellant in a Bid process.

11.0 EVIDENCE OF RESPONSIBILITY

- 11.1 Upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's organization available for the performance of the contract and any other required evidence of the Bidder's qualifications, competency, and responsibility to perform the proposed contract.
- 11.2 The District may consider such evidence before making its decision awarding the proposed contract.
- 11.3 Failure to submit evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid. The District reserves the right to reject the Bid of any Vendor who has previously failed to perform properly or to complete on time contracts of a nature similar to this project.

12.0 ORDERING CONDITIONS

- 12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.
- 12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the Bid Sheet.
- 12.3 There will be no minimum order requirements for deliveries.

13.0 PRE-AWARD CONFERENCE

- 13.1 The apparent low responsive and responsible Bidder may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.
- 13.2 The purpose of the pre-award conference will be to discuss and evaluate the Bidder's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Bidder possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.
- 13.3 The decision of the District's representatives as to the ability of the Bidder to successfully service this contract in accordance with the requirements shall be final.

14.0 TERMINATION OF CONTRACT

- 14.1 This contract may be terminated in whole or in part by MUSD for its convenience, but only after Bidder is given:
 - Not less than thirty (30) calendar days' written notice of intent to terminate.
 - An opportunity for consultation with the MUSD's Director of Child Nutrition prior to termination.

15.0 AMERICANS WITH DISABILITIES

- 15.1 MUSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. MUSD expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

16.0 NON-ENDORSEMENT

- 16.1 As a result of the selection of Bidder to supply services, MUSD is neither endorsing nor suggesting that Bidder's service is the best or only solution. Bidder agrees to make no reference to MUSD in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of MUSD.

17.0 VESTED INTEREST

- 17.1 Bidder chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 17.2 The only benefit Bidder may derive from this project is payment for the identified products, work or optional tasks contained herein, including identified

deliverables in Bidder's initial Bid response and subsequent written additions to the agreement authorized by MUSD.

18.0 PURCHASES OUT OF CONTRACT

18.1 The District reserves the right to purchase similar items from other sources.

19.0 NON-TRANSFERABLE RESPONSIBILITIES

19.1 No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same, by any entity other than Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

19.2 If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

20.0 MANAGEMENT OF COMMODITY PRODUCTS

20.1 The Contractor will maintain records of USDA Foods (Commodities) by tracking and coordinating, and delivering processed commodity items ordered by the school districts, through the USDA Food Commodity Program in accordance with all USDA regulations.

SPECIAL TERMS AND CONDITIONS OF BID

1.0 SCOPE OF WORK

- 1.1 MUSD is soliciting Bids for Frozen Entrees, Sides, Dry Goods and Desserts to be used District-wide in all schools and at the District's central kitchen.

2.0 BASIS OF AWARD

- 2.1 The District intends to award this Bid by category, but reserves the right to award the entire bid to one vendor if deemed to be in the District's best interest. There are four separate categories to be awarded: Frozen Entrees Breakfast, Frozen Entrees Lunch, Frozen Sides, Dry Goods and Frozen Desserts.

3.0 EVALUATION AND SELECTION PROCESS

- 3.1 Selection of a qualified and responsible Bidder will be based on the quality and completeness of submitted Bid, understanding of objectives, experience and expertise with public agencies and similar types of efforts, current and past performance as evidenced by current/former districts, and references. Additional questions may be asked of the Bidder and interviews may be conducted.

4.0 EVALUATION CRITERIA

- 4.1 To be deemed responsive and qualify for evaluation, a Bid must be submitted timely and materially satisfy all mandatory requirements identified in this bid solicitation. Nonresponsive Bidders will not be evaluated. Bidders will be evaluated by the criteria shown below.

CRITERIA	POINTS
Pricing	50
Vendor's Ability to Provide Requested Products	25
Completeness of Response	10
Vendor's Reputation and References	15
TOTAL POINTS	100

5.0 FINAL DETERMINATION AND AWARD

- 5.1 The District reserves the right to contract with any entity responding to this Bid, to reject any Bid as non-responsive, and not to contract with any Bidder for the services described herein. The District makes no representation that participation in the Bid process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Bid in response to this Bid solicitation.
- 5.2 The District shall not be obligated to accept the lowest priced Bid. Award will be based on the Bidder whose Bid has been determined to be responsive and

responsible, meeting the specified qualification criteria herein. The District, however, reserves the right to reject anyone or all Bids, to waive any informality in the Bids or in the bidding, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever Bid is deemed to be the lowest responsible bid meeting all the criteria specified in the Bid.

- 5.3 The District further reserves the right to award to one or more Bidders as determined to be in the best interest of the District.

6.0 CONTRACT TERM AND RENEWAL

- 6.1 It is the intent of MUSD to award a Contract for the initial term of one (1) year beginning July 1, 2021 and ending June 30, 2022 with two (2) optional one (1) year renewals, at the same or lower cost per unit. The Contract will not renew automatically.

7.0 DELIVERY

- 7.1 Products delivered during the period covered by this request for Bid shall be of the quality or grade specified or better, unless prior approval has been received to deliver alternate products of lesser quality or grade from the Director of Child Nutrition. No product will be represented as being in conformance with the specification when such is not the case.
- 7.2 If the Bidder is unable to provide the items on the date specified for delivery, it is the Bidder's responsibility to notify the District immediately by emailing the ordering school or kitchen. Continual delays in delivery may be taken into account on future quotes, and used as a basis for rejection.
- 7.3 Deliveries will be made on Wednesday and Friday of each week to each specified location within the Moorpark Unified School District and to the Central Kitchen in the amount requested by each site. Due to school holidays, vacations, and student participation in the meal program, some adjustments will be made to the delivery schedule during the year.
- 7.4 Deliveries shall be made only during the hours specified on the Delivery and Site Availability Information included in this Bid Packet. Deliveries made outside of the specified hours may be rejected and delivered the following day during the specified hours.
- 7.5 The Contractor's delivery driver shall check in with the Warehouse Delivery or Cafeteria Manager, or designated representative upon arrival at the warehouse or kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery.

- 7.6 Deliveries shall be made at least twice each week on specified days.
- 7.7 For emergency orders, the Contractor will be required to make direct deliveries to the central warehouse or other locations as requested by the District Child Nutrition Department only. There is no minimum order requirement for emergency orders.
- 7.8 Frozen Entrees, Sides, Dry Goods and Desserts must be delivered to all locations at a temperature not to exceed 5 degrees Fahrenheit.
- 7.9 One copy of the delivery packing slip, priced, dated and extended, signed by the person receiving the shipment shall be left at the time of delivery. The packing slip will bear the relevant District purchase order number.
- 7.10 Failure to deliver within the time specified may be grounds for considering the successful Bidder(s) as nonresponsive. This may be grounds for termination of any existing contract(s) and/or order(s) and rejection of future Bids on the basis that the Bidder(s) is not responsible.
- 7.11 The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the Bid packet.

8.0 DAMAGED OR UNACCEPTABLE PRODUCT

- 8.1 The District reserves the right to refuse complete shipment if there is any evidence of damaged or thawed products. Evidence of thawing include and not limited to cases that are not firm, soft or spongy to the touch, water stained, crushed and cases that stick together as a result of freezing. Damaged containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of return or shortage. Credit shall be issued in a timely manner. Continued shortages or substitutions will be grounds for termination of this agreement.

9.0 PACKAGING

- 9.1 Cases and packages shall be constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.
- 9.2 All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods.
- 9.3 Packaging materials shall impart no odor, flavor, or color to the product.

10.0 PRODUCT SUBSTITUTION/DISCONTINUED ITEMS

- 10.1 The District will not allow substitutions without prior approval.
- 10.2 In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally or by electronic mail at least 24 hours prior to scheduled delivery to the Child Nutrition Department.
- 10.3 An equal or better substitute product must be immediately made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight or redelivery to District sites.
- 10.4 Substitutions in quality or quantity must receive prior approval from the Child Nutrition Department in order to qualify for payment.
- 10.5 Contractor shall provide nutritional statements and ingredient listings of any replacement product to the Child Nutrition Department.
- 10.6 If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District approval at no additional cost to the District for product or freight.
- 10.7 Authorization of a substitute product shall be at the sole discretion of the District.
- 10.8 In the event an item awarded under this contract is discontinued, Contractor is required to notify Child Nutrition Department immediately.
- 10.9 Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Contractor must provide substituted item at no additional cost to the District for product or freight.
- 10.10 Written documentation from the manufacturer of product discontinued shall be submitted to the Child Nutrition Department. The Contractor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification to the Child Nutrition Department and receiving District approval for discontinuation.

11.0 PRICE ADJUSTMENT

- 11.1 The District requests, in accordance with all its Terms and Conditions, the inclusion of a 150-day price hold requirement. No increases shall be allowed

earlier than 150 calendar days from the date of contract award inclusive of the 60-calendar day advance written request requirement.

- 11.2 In the event of an increase, the District may allow upon presentation of suitable proof and sixty (60) calendar day advance written notification, an increase over the original Bid price.
- 11.3 In the event that a Supplier experiences a price increase, which would compel them to sell the product(s) at below cost, the Supplier may petition the District for a price increase. Any such request will need to be submitted with suitable proof that demonstrates the need for a price increase.

12.0 ORDERING CONDITIONS

- 12.1 The Contractor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders one week prior to the delivery date.
- 12.2 The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or cancelled due to lack of available stock from the Contractor. Any item requiring a lead-time beyond the one-week ordering parameters will be indicated on the bid sheet.
- 12.3 There will be no minimum order requirements for deliveries.

13.0 INVOICING AND BILLING

- 13.1 Unless otherwise specified, Contractor shall render invoices in triplicate for materials delivered under the contract to:

Moorpark Unified School District
Child Nutrition Department
5297 Maureen Lane
Moorpark, CA 93021

- 13.2 All invoices shall include the following information:
 - Invoice Date
 - District purchase order number
 - Contractor's name, address and telephone number
 - Contractor's invoice number
 - Date of delivery
 - Delivery address
 - Designated line for District signature
 - Product description for each item ordered
 - Manufacturer's Product Code for each item ordered

- Product quantity for each item ordered
- Unit and extended price for each item ordered
- Any taxes and fees listed separately
- Total price of order/invoice
- Cash discount will be applied to payment for the entire billing period.
- Terms of Net 30 days will be considered

14.0 REGULATIONS AND REQUIREMENTS

- 14.1 All products offered in response to this Bid request must be manufactured, packaged and delivered in accordance with the current California Department of Public Health Regulations.
- 14.2 Frozen Entrees, Sides, Dry Goods and Desserts, and containers must meet all other federal, state and local laws, ordinances, and regulations that are applicable to the production, distribution, sale, and consumption food products.
- 14.3 All “code dated products” offered on this Bid must have a minimum of seven (7) days shelf life at the time of delivery.
- 14.4 Federal regulations require that to the maximum extent possible, only domestic products will be purchased for use in the National School Lunch Program and National Breakfast Program. This requirement must be strictly adhered to.
- 14.5 Only products of U.S. origin will be purchased under this Bid. Products must conform to all provisions of the Pure Food and Drug Administration and all such provisions of the Federal, State, and Local Governments shall apply. Only those products that have been tested and proven to be satisfactory under actual conditions by MUSD personnel will be accepted. The District reserves the right to consider Bids not in accordance with the specifications to be nonresponsive.

15.0 DAMAGED PRODUCTS

- 15.1 Any damaged, dirty or unlabeled containers will be rejected and returned at the Supplier’s expense.
- 15.2 Once notified of damaged product, the Supplier has up to two (2) working days to pick up product. If not picked up in that timeframe, the product will be disposed of and a credit will be taken towards the amount owed.
- 15.3 Repackaged products are not acceptable.

16.0 RESPONSIBILITY FOR SUPPLIES AND MATERIALS

- 16.1 The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection.
- 16.2 After delivery to the District, at the designated point and prior to acceptance by the District, or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment.
- 16.3 The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

17.0 SPECIFICATION VARIANCE

- 17.1 All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District.
- 17.2 The District reserves the right to reject, at the risk and expense of the Contractor, any item(s) that may be defective or fail to comply with specifications.
- 17.3 Any rejection shall not invalidate the remainder of the award.

18.0 ASSIGNMENT

- 18.1 The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

19.0 DEFAULT

- 19.1 If the Contractor refuses, or fails, to perform all or any part of its obligations under the contract or the Bid documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Contractor fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this Bid and contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

20.0 INDEMNIFICATION AND HOLD HARMLESS

- 20.1 The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.
- 20.2 The Contractor agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:
- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
 - b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and payer satisfy the judgement that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
 - c. Contractor shall defend, indemnify, protect, and hold harmless MUSD and its agents, officers and employees from and against any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

21.0 COMPREHENSIVE GENERAL LIABILITY INSURANCE

- 21.1 Successful Bidder shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful bidder and the District from all claims arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Bidder will be required to furnish certificates of insurance with endorsement of the policy naming the District as an additionally insured party prior to start of contract.
- A. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- B. Automobile liability insurance is required for any vehicle on District sites. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
- C. Insurance certificate must name Moorpark Unified School District as additional insured.
- D. An endorsement must be issued by the successful Bidder's insurance carrier amending the Bidder's policy and naming the Moorpark Unified School District as an additionally insured party.

22.0 PRODUCT QUALITY CONTROL AND FACILITY SANITATION

- 22.1 The District reserves the right to discontinue service of all or any portion of any contract resulting from this Bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Contractor in default.
- 22.2 All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.
- 22.3 The Contractor, upon request, shall submit its most recent Health Department Inspection Report.

23.0 ANTI-DISCRIMINATION

- 23.1 The Governing Board of the Moorpark Unified School District has adopted an Affirmative Action Program for equal employment opportunities for all school district purchasing contracts. The Contractor shall familiarize himself with these requirements and is to consider them as a binding part of the Contract.

24.0 MERGERS, ACQUISITIONS, OR BUYOUTS

- 24.1 In the event that the awarded Bidder sells the company or merges with another company, current Contract conditions must remain the same as awarded. Contract will not be renegotiated due to a merger, acquisition or buyout.

EXHIBIT A

**PRODUCT QUOTATION
SHEETS FOR**

**Moorpark Unified School District
RFP 21-03-29-1 Frozen Entrees, Sides, Dry Goods, Desserts**

ITEM	ESTIMATED USAGE	UNIT	DESCRIPTION	MINIMUM SHELF LIFE AT TIME OF DELIVERY (Min. 30 Days)	MANUFACTURER	COST
LOT 1						
ENTREES						
BREAKFAST						
	20	Case	Apple Cinnamon Crumble IW, WG 72/3.6 oz.	90 Days	Buena Vista or Equivalent	
	20	Case	Bread Banana Slice 70/3.4 oz.	90 Days	SUPER BAKERY OR EQUIVALENT	
	50	Case	Bread Pan Dulce Variety 1450 84/2.5 oz.	90 Days	LUPITAS OR EQUIVALENT	
	50	Case	Breakfast Bar Cocoa Puffs 96/ 1.42 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	50	Case	Breakfast Bar Fruity Cheerios 96/1.42 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	150	Case	BURRITO BREAKFAST EGG CHEESE SAUSAGE POTATO 72/2.5 oz.	90 Days	LOS CABOS OR EQUIVALENT	
	20	Case	Burrito, Egg/Cheese/Bacon, IW, 120/3.4 oz.	90 Days		464714/43582
	20	Case	Burrito, RF RS Cheese/Egg/Tky Sausage IW, 120/3.2 oz.	90 Days		80480/598010
	20	Case	Cake Coffee Whole Grain Individually Wrapped 72/4 oz.	90 Days	BUENA VISTA FOODS OR EQUIVALENT	
	150	Case	Cereal Cinnamon Toast Crun Bowlpak 96/1 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	100	Case	Cereal Cocoa Puffs Bowlpak 25% Less Sugar 96/1.063 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	40	Case	Cereal Corn Flakes Frosted Bowlpak 96/1 oz.	90 Days	KELLOGG'S OR EQUIVALENT	
	50	Case	Cereal Granola Oats 'n Honey Bulkpak 4/50 oz.	90 Days	GENERAL MILLS OR EQUIVALENT	
	20	Case	Cereal Granola Single 144/1 oz.	90 Days	FIELDSTONE OR EQUIVALENT	
	20	Case	Cereal Rice Crisp Bowlpak 96/1 oz.	90 Days	HOSPITALITY OR EQUIVALENT	
	150	Case	Cinnamon Toast Crunch Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	20	Case	Cinnamon Toast w/Egg Bread IW 72/2.2 oz.	90 Days	Rose & Shore or Equivalent	
	40	Case	French Toast Sticks WG, IW, 88/3 oz.	90 Days	Bakecrafters or Equivalent	
	20	Case	Golden Grahams Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	5	Case	Honey Nut Cheerios Cereal, 96/1 oz.	90 Days	General Mills or Equivalent	
	20	Case	Mini Cinnis Cinnamon Rolls IW	90 Days	Pillsbury or Equivalent	
	175	Case	Mini Pancakes Maple Burst Whole Grain 72/3.17 oz.	90 Days	Pillsbury or Equivalent	
	125	Case	MUFFIN CHOCOLATE CHIP/SWEET POTATO WHOLE GRAIN 120/3.2 oz.	90 Days	BUENA VISTA FOODS	
	20	Case	Muffin English Egg Cheese Turkey Ham 48/4.15 oz.	90 Days		
	20	Case	Oats & Honey Granola Cereal 4/50 oz.	90 Days	Nature Valley or Equivalent	
	20	Case	Pancakes, Mini WG 24/45 Ct.	90 Days	Krusteaz or Equivalent	
	45	Case	Pizza Sausage Breakfast Whole Grain 1/128 ct.	90 Days	TONYS (SCHWANS) OR EQUIVALENT	
	30	Case	Pop Tart Frosted Cinnamon Whole Grain 1 Count 120/1.76 oz.	90 Days	KELLOGG'S OR EQUIVALENT	
	30	Case	Pop Tart Frosted Strawberry Whole Grain 1 Count 120/1.76 oz.	90 Days	KELLOGG'S OR EQUIVALENT	
	5	Case	Pre-cooked Trky Bacon, Sliced, 12/50 Ct.	90 Days	Jennie-O or Equivalent	
	5	Case	Pre-cooked Trky Sausage Link, 160 Ct.	90 Days	Jennie-O or Equivalent	
	5	Case	Pre-cooked Trky Sausage Patty, 160 Ct.	90 Days	Jennie-O or Equivalent	
	20	Case	Rice Chex Bowl Pak, 96/1 oz.	90 Days	General Mills or Equivalent	
	10	Case	Roll Cinnamon Individually Wrapped 72/3.5 oz.	90 Days	ELEMENTS FOODS OR EQUIVALENT	
	225	Case	Syrup Table Cup 100/1 oz.	90 Days		
	150	Case	Waffle Maple Madness Mini 72/2.47 oz.	90 Days	PILLSBURY OR EQUIVALENT	
	20	Case	WG Belgian Waffle Sticks, 216/ 78 oz.	90 Days	Krusteaz or Equivalent	
	20	Case	WG Mini Maple Pancakes IW, 72/3 oz.	90 Days	Dewafelbakker or Equivalent	
	20	Case	WG Mini Maple Waffles, 72/2.65 oz.	90 Days	Eggo or Equivalent	
	20	Case	WG Pancakes, 144/1.14 oz.	90 Days	Pinnacle or Equivalent	
	40	Case	WG RS Apple Jacks Cereal 96/1 oz.	90 Days	Kelloggs or Equivalent	
LUNCH						
	40	Case	Beef, Charbroiled Patty, 3 oz.	90 Days		
	48	Case	Beef, Twin Pk Mini Chsburger 72/5 oz.	90 Days		
	10	Case	Bread Cheese Pull Apart II 72/3.88 oz.	90 Days	PILLSBURY BAKERIES OR EQUIVALENT	
	5	Case	Burger, Veggie, 48/2.5 oz.	90 Days	Kelloggs Garden Burger or Equivalent	
	20	Case	Burrito Bean Cheddar Cheese 48/5.2 oz.	90 Days	LOS CABOS OR EQUIVALENT	
	55	Case	Burrito Bean Cheese Grilled Bulk 72/5.5 oz.	90 Days	TRUE NATURAL OR EQUIVALENT	
	20	Case	Burrito Chicken Cheese Whole Grain 60/5 oz.	90 Days	FERNANDO (BURRITOS) OR EQUIVALENT	

30	Case	Burrito, Bean and Cheese, 49/5.5 oz.	90 Days	
20	Case	Burrito, Bean/Chs/Chili, 96/5 oz.	90 Days	
300	Case	CALZONE CHEESE THREE WHOLE GRAIN REDUCED FAT INDIVIDUALLY WRAPPED 80/5.5 oz.	90 Days	BUENA VISTA FOODS OR EQUIVALENT
10	Case	Cheese American 160 Slices Sliced Yellow 6/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
5	Case	Cheese Mild Cheddar Shredded 4/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
1	Case	Cheese Parmesan Shredded Fancy 4/5 lb.	90 Days	ARREZZIO IMPERIAL OR EQUIVALENT
500	Case	Cheese String Lite 168/1 oz.	90 Days	LAND O'LAKES OR EQUIVALENT
5	Case	Chicken Breast Grilled Precooked Select Nae 54/3 oz.	90 Days	TYSON RED LABEL OR EQUIVALENT
10	Case	Chicken Breast Mesquite Grilled 5/3.25 oz.	90 Days	TYSON FOODS OR EQUIVALENT
250	Case	Chicken Chunks Cooked Breaded Whole Grain 4 bags	90 Days	TYSON FOODS OR EQUIVALENT
175	Case	Chicken Drumstick Breaded Fully-cooked 30 lb.	90 Days	TYSON FOODS OR EQUIVALENT
25	Case	Chicken Drumstick Glazed Cooked 6/5 lb.	90 Days	TYSON FOODS OR EQUIVALENT
50	Case	Chicken Patties Fritters Hot & Spicy Whole Grain 6/25 pcs	90 Days	TYSON FOODS OR EQUIVALENT
250	Case	Chicken Patties Whole Grain Krisp 'n Krunchy 6/5lb bags	90 Days	TYSON FOODS OR EQUIVALENT
25	Case	Chicken Tenders Whole Grain Fully-cooked Child Nutrition 4bags	90 Days	TYSON FOODS OR EQUIVALENT
50	Case	Chicken WG Brd Crispy Nugget 32.81 lb	90 Days	Tyson or Equivalent
20	Case	Chicken, Brst Strip Fritters 2/5 lb	90 Days	
50	Case	Chicken, WG Popcorn Bites 30 lb.	90 Days	Tyson or Equivalent
25	Case	Chicken, WG Spicy Popcorn, 30 lb.	90 Days	Tyson or Equivalent
100	Case	Chimichanga Chicken Individually Wrapped 24/5 oz	90 Days	POSADA OR EQUIVALENT
50	Case	Chip Tortilla Tri White Corn 80/1.8 oz.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
50	Case	Chip Tortilla Triangles White 12 lb.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
425	Case	Corn Dog Chicken Mini Whole Grain Child Nutrition 239/ 67 oz	90 Days	
50	Case	Corn Dog Chicken Whole Grain Child Nutrition 72/4 oz	90 Days	
25	Case	Cracker Cheddar Whole Grain Original 60/1 oz.	90 Days	CHEEZ-IT (SNACK FOOD) OR EQUIVALENT
25	Case	Cracker Goldfish Whole Grain 300/ 75 oz.	90 Days	PEPPERIDGE FARMS OR EQUIVALENT
25	Case	Cracker Graham Scooby Cinnamon Sticks 210/1 oz.	90 Days	KEEBLER OR EQUIVALENT
75	Case	Crouton Cheese & Garlic Whole Grain 4/2.5 lb.	90 Days	FRESH GOURMET OR EQUIVALENT
20	Case	Double Dog, Chic, IW 60/4 oz.	90 Days	
5	Case	Egg Hardboiled Whole Pillow Packed 12/12 oz.	90 Days	PAPETTIS (EGG PRODUCTS) OR EQUIVALENT
450	Case	Entree Chicken Original Popcorn 1/14 lb.	90 Days	LING'S ASIAN CUISINE OR EQUIVALENT
165	Case	Entree Macaroni And Cheese Whole Grain 6/5 lb.	90 Days	LAND O'LAKES OR EQUIVALENT
110	Case	Frank Turkey 8 Per # 5 Inch Child Nutrition Label 4/5 lb.	90 Days	JENNIE-O OR EQUIVALENT
20	Case	Gluten Free Chic Brst Strp 2/5 lb.	90 Days	
20	Case	Lasagna, Cheese WG 110/4.3 oz.	90 Days	
20	Case	Mandarin Orange Chicken Rice Bowl 36/9 oz.	90 Days	YANGS OR EQUIVALENT
20	Case	Meatballs, Beef, Cooked, 960/ 5 oz.	90 Days	
20	Case	Meatballs, Italian, Cooked, Beef, 2/5 lb	90 Days	
5	Case	Pasta Rotini Fusilli 2/10#	90 Days	BARILLA ITALIAN PASTA OR EQUIVALENT
550	Case	Pizza Stick Whole Grain 7" 72 ct.	90 Days	BOSCO'S PIZZA OR EQUIVALENT
20	Case	Pizza, 51% WG 6" French Bread Pizza, Bulk, 60/5.20 oz.	90 Days	
20	Case	Pizza, 51% WG 6" French Bread Pizza, IW, 60/5.20 oz.	90 Days	
20	Case	Pizza, Cheese Bagel IW, 84/5.45 oz.	90 Days	SUNNY FRESH OR EQUIVALENT
20	Case	Pizza, Cheese Bagel, 84/5.45 oz.	90 Days	PILLSBURY BAKERIES OR EQUIVALENT
20	Case	Pizza, WG 16" Cheese 8 Cut 72/5.49 oz.	90 Days	Wild Mike's or Equivalent
20	Case	Pizza, WG 16" Pepperoni 8 Cut 72/5.5 oz.	90 Days	Wild Mike's or Equivalent
20	Case	Ravioli, Mini Cheese WG 221/2.17 oz.	90 Days	
35	Case	Sandwich Cheese Grilled Whole Grade Individually Wrapped 72/4.19 oz.	90 Days	HOT OFF THE GRILL OR EQUIVALENT
40	Case	Sandwich Cheeseburger Mini 2-Pack 96/4.7 oz.	90 Days	ADVANCE (NON-PROP) OR EQUIVALENT
35	Case	Sandwich Peanut Butter & Grape 72/5.3 oz.	90 Days	JM SMUCKER OR EQUIVALENT
35	Case	Sandwich Peanut Butter & Strawberry 72/5.3 oz.	90 Days	JM SMUCKER OR EQUIVALENT
40	Case	Sandwich Sunflower Butter & Jelly 96/2.8 oz.	90 Days	SUNWISE FOODS OR EQUIVALENT
20	Case	Sandwich, Soy Butter & Jelly 72/2.4 oz.	90 Days	
20	Case	Sandwich, WG PB & Grape Uncrustable 72/2.5 oz.	90 Days	Smuckers or Equivalent
20	Case	Sandwich, WG PB & Strwbry Uncrustable 72/2.5 oz.	90 Days	Smuckers or Equivalent
10	Case	Shell Tostada Bowl 8/25 ct.	90 Days	ROMEROS FOOD PRODUCT OR EQUIVALENT
20	Case	Taco Pocket Turkey Nada Individually Wrapped 60/4 oz.	90 Days	POCKET FOOD INC OR EQUIVALENT
10	Case	Tamale Chicken In Green Sauce 12/4 ct.	90 Days	DEL REAL FOODS OR EQUIVALENT
20	Case	Turkey Nada, Bulk, 60/4.5 oz.	90 Days	

	60	Case	Turkey Nada, IW 60/5 oz.	90 Days	
	20	Case	WG Turkey Ham & Cheese Croissant Sandwich, IW	90 Days	Tasty Brands OR EQUIVALENT
LOT 3 SIDES					
	1	Case	Bean Black 6#10	90 Days	CASA SOLANA CLASSIC OR EQUIVALENT
	1	Case	Bean Garbanzo Fancy No Sulfite 6#10	90 Days	
	1	Case	Bean Kidney Dark Red 6#10	90 Days	
	20	Case	Potato Fry Wedge Skin-on 8-cut Spicy 6/5 lb.	90 Days	MCCAIN OR EQUIVALENT
	20	Case	Potato Tater Tot Versilots 6/5 lb.	90 Days	ORE IDA OR EQUIVALENT
	5	Case	Pickle Chips Dill Crinkle Cut Pouch Pack 6/5.75 lb	90 Days	HEINZ OR EQUIVALENT
	20	Case	Potato, Tater Tots, 6/5 lb	90 Days	
	20	Case	Potato Pearl Excel 12/28 oz.	90 Days	BASIC AMERICAN FOODS OR EQUIVALENT
	20	Case	Breadstick Garlic 144/1 96 oz.	90 Days	BAKE CRAFTERS OR EQUIVALENT
	20	Case	Rice Brown Whole Grain 25 lb.	90 Days	UNCLE BENS OR EQUIVALENT
DESSERTS					
	1	Case	Cupcake, Celebration Vanilla 72/1.5 oz.	90 Days	Super Bakery or Equivalent
	1	Case	Cupcake, Celebration Chocolate 72/1.5	90 Days	Super Bakery or Equivalent
	35	Case	Brownie, WG, IW 96/2 oz.	90 Days	
	20	Case	Brownie Bites, IW 120/1.3 oz.	90 Days	
	20	Case	Cookie, Snickerdoodle IW 140/1.3 oz.	90 Days	
	200	Case	Cookie, WG RF Choc Chip IW 120/1.5 oz.	90 Days	
	25	Case	Cookie, WG RF Choc Chip IW 200/1 oz.	90 Days	
	20	Case	Snack Bar Cereal Rice Krispies Whole Grain 80/1.41 oz.	90 Days	KELLOGG'S OR EQUIVALENT
CONDIMENTS					
	5	Case	Dressing 1000 Island Classic 4/1 gal.	90 Days	KEN'S OR EQUIVALENT
	15	Case	Dressing Caesar Creamy 4/1 gal.	90 Days	KEN'S OR EQUIVALENT
	15	Case	Dressing Ranch Buttermilk Packet 200/12gm	90 Days	
	15	Case	Dressing Ranch Packet 60/1.5 oz.	90 Days	KEN'S OR EQUIVALENT
	195	Case	Sauce Bbq Cup 100/1 oz.	90 Days	BULL'S EYE OR EQUIVALENT
	140	Case	Ketchup Packet Fancy 100/9 gm	90 Days	HEINZ OR EQUIVALENT
	10	Case	Mayonnaise Packet Foil 500/9 gm	90 Days	
	10	Case	Mustard Packets 1000/5.5 gm	90 Days	HOUSE RECIPE CLASSIC OR EQUIVALENT
	1	Case	Sauce Soy Light Disposable Bottle 12/5 oz.	90 Days	KIKKOMAN OR EQUIVALENT
	15	Case	Seasoning Fruit Low Sodium 24/5 oz.	90 Days	TAJIN OR EQUIVALENT
	5	Case	Pepper Jalapeno Sliced Field Run 6/#10	90 Days	
	1	Case	Mix Seasoning Taco 6/22 oz.	90 Days	LAWRY'S (DRY) OR EQUIVALENT
	1	Case	Pan Coating Aerosol Butter II 6/14 oz.	90 Days	
	5	Case	Sauce Marinara Dipping Cups 168/2.5 oz.	90 Days	RED GOLD OR EQUIVALENT
	5	Case	Sauce Cheese Nacho Trans-Fat-Free 6/#10	90 Days	REAL FRESH INC OR EQUIVALENT
	1	Case	Sauce Enchilada Red 6/#10	90 Days	LAS PALMAS (MEXICAN FDS) OR EQUIVALENT
LOT 6 BEVERAGE					
	150	Case	Water Bottled Spring 40/16.9 oz.	90 Days	NIAGARA (BEV) OR EQUIVALENT

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-RSD-20-002."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding

the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING
ACTIVITIES (31
U.S.C. § 1352)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: <div style="text-align: center; font-size: 24pt; font-weight: bold;">N/A</div> Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31</p> <p>U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: <u>Jennie Calzada de Anda</u></p> <p>Title: <u>Contracts and Bids Manager</u></p> <p>Telephone No.: <u>805-575-1850</u></p> <p>Date: <u>4/16/21</u></p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

IRAN CONTRACTING ACT CERTIFICATION OF
ELIGIBILITY TO BID FOR CONTRACTS

(Public Contract Code Sections 2202, et seq.)

Pursuant to Public Contract Code 2204(a), the District requires each person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, the District with respect to a contract for goods or services of \$1,000,000.00 or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created by the Department of General Services ("DGS") as a person engaging in prohibited investment activities in Iran. To comply with this requirement, each Bidder must complete one of the options below. Note: Public Contract Code Section 2205 establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000.00 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts.

OPTION #1 - CERTIFICATION

I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder identified below (a) is not on the current list of persons engaged in investment activities in Iran created by DGS, (b) is not providing goods or services of \$20,000,000.00 or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and (c) is not a financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Sysco Ventura, Inc.

Vendor Name/Financial Institution (Printed)

41-2095343

Federal ID Number

Signature of Authorized Representative

Jennie Calzada de Anda, Bids Manager

Printed Name and Title of Authorized Representative

4/16/2021

Date

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services under very limited circumstances. For example, the exemption is permitted if (1) the investment activities in Iran were made before July 1, 2010; the investment activities in Iran have not been expanded or renewed after July 1, 2010; the public entity determines that it is in the best interest of the public entity to contract with the person; and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran; or (2) the public entity makes a public finding that, absent the exemption, the agency would be unable to obtain the goods or services for which the contract is offered. If the Bidder seeks an exemption for one of the foregoing reasons, please fill out the information below and attach documentation substantiating the basis of the request. The District will review any requests and make a determination, in its sole discretion, whether to approve any such request.

Vendor Name/Financial Institution (Printed)

Federal ID Number

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

BUY AMERICAN
CERTIFICATION (42
U.S.C. Section
1760(n))

1. Overview. Federal law requires school districts located in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for school breakfast and lunch programs under the Child Nutrition Act. The term “domestic commodities or products” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. According to USDA’s Food and Nutrition Service (“FNS”), report accompanying the Child Nutrition Act defined “substantially” as more than 51% of the final processed product consists of agricultural commodities that were grown domestically. FNS also notes that two rare situations may warrant a waiver to permit purchases of foreign food products: (a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and (b) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

2. District’s Policy. The District requires that suppliers certify the percentage of U.S. content in products supplied to it. If the Bidder is unable or unwilling to make such certification, the District may not purchase from the Bidder.

3. Bidder’s Certification.

- a. I am a duly authorized representative of the below-referenced Bidder. On behalf of the Bidder, I certify that the Bidder’s products have at least 51 % U.S. content.
- b. If the Bidder offers less than 51% domestic commodities or products, then the Bidder must seek a waiver of Buy American requirements. To seek the waiver, the Bidder must list the non- domestic commodities or products below. The District will review any and all requests for

waivers, and make a determination whether to approve or deny the requests in the District's sole discretion.

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____

Reason for Request: _____

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

[Bidder may attach additional sheets if necessary.]

- c. The Bidder understands and acknowledges that if the Bidder is awarded the Contract, then the District must monitor the Bidder's compliance with the Buy American requirements.

Sysco Ventura, Inc.

Company Name (as registered with California Secretary of State)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING WORKERS
COMPENSATION (LABOR CODE
SECTIONS 3700, *ET SEQ.*)

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that:

1. The Bidder is aware that California Labor Code Section 3700 provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- d. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
 - e. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
2. The Bidder is aware that the provisions of California Labor Code Section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Bidder will comply with such provisions before commencing the performance of any contract with the District and for the entire term of any such contract.

Sysco Ventura, Inc.

Bidder's Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING
ALCOHOL-FREE AND TOBACCO-FREE CAMPUS POLICY
(BP 3513.3; AP 3513.3; and BP 5131.6)

I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees that it will abide by and implement the District's Alcohol-Free and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages, tobacco products, and nicotine products at any time on District-owned or leased buildings, on District property and in District vehicles. The prohibited tobacco and nicotine products include, but are not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. The Bidder shall ensure that its employees, agents, independent contractors, and anyone else acting on its behalf complies with the District's alcoholic beverage and tobacco-free policy throughout the entire term of any contract between the District and the bidder.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(Government Code Sections 8350, *et seq.*)

1. Overview. This Drug-Free Workplace Certification form must be completed by all bidders pursuant to Government Code Sections 8350, *et. seq.*, the Drug-Free Workplace Act of 1990 (the "Act"). As set forth in Government Code Section 8355, every person or organization awarded a contract or grant from a State agency must certify that it will provide a drug-free workplace by doing all of the following:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying the actions that will be taken against employees for violations of the prohibition;
- b. establishing a drug-free awareness program to inform employees about all of the following (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and
- c. requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Furthermore, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or

grantee made a false certification under Government Code Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of Government Code Section 8355 .

2. Certification. I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder agrees to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the

workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by Government Code Section 8355(a) and require such employee agree to abide by the terms of that statement. I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the Bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the Bidder is aware of the provisions of Government Code sections 8350, *et. seq.* and hereby certify that the Bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(Government Code Sections 8350, *et seq.*)

1. Overview. This Drug-Free Workplace Certification form must be completed by all bidders pursuant to Government Code Sections 8350, *et. seq.*, the Drug-Free Workplace Act of 1990 (the "Act"). As set forth in Government Code Section 8355, every person or organization awarded a contract or grant from a State agency must certify that it will provide a drug-free workplace by doing all of the following:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying the actions that will be taken against employees for violations of the prohibition;
 - b. establishing a drug-free awareness program to inform employees about all of the following (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and
 - c. requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Furthermore, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or

grantee made a false certification under Government Code Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of Government Code Section 8355 .

2. Certification. I am a duly-authorized representative of the below-referenced Bidder. On behalf of the Bidder, I, the undersigned, certify that the Bidder

agrees to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the

workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by Government Code Section 8355(a) and require such employee agree to abide by the terms of that statement. I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the Bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the Bidder is aware of the provisions of Government Code sections 8350, *et. seq.* and hereby certify that the Bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Sysco Ventura, Inc.

Bidder Name (name of
business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

Sysco Ventura, Inc.

Bidder (Name of business)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

PIGGYBACK CLAUSE

(Public Contract Code Sections 20118 and 20652)

1. Brief Description of Piggyback Statute. Public Contract Code Sections 20118 and 20652 permit school districts and community college districts to purchase materials, supplies, and equipment without advertising for bids by using (or "piggybacking" on) another public agency's publicly bid contract. The District is willing to authorize local school districts and community college districts to piggyback on this Contract. In the event that the Bidder is awarded the Contract, then, at the option of the Bidder, for the term of the Contract and any mutually-agreed upon extensions thereof, other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase from the Bidder the same materials and supplies contemplated under the Contract at the same price, terms and conditions specified in the Contract.

2. Waiver of Right to Draw Warrants. The District waives its right to require any such other school districts and community college districts to draw their warrants in favor of the District as permitted by Public Contract Code Sections 20118 and 20652.

3. Bidder's Option. Each Bidder shall indicate below whether the Bidder will authorize piggybacking if awarded the Contract. Acceptance or rejection of this clause **will not** affect the outcome of this Bid.

Piggyback option granted: x Piggyback option denied:

Sysco Ventura, Inc.

Bidder's Name (name of
company)

Jennie Calzada de Anda

Printed Name of Authorized
Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

REFERENCE FORM

Bidder must provide at least three references with the Bid. All information must be current and verifiable. Bidder must provide at least 2 California school district references.

2. Client Name:
 Client's Main Business Address:

Partners In Nutrition Coop (PINCO) 44809 Beech Ave., Lancaster, CA 93534

Contact	Name	and	Title:
Joe Cook, AVUHSD Director, PINCO Chairman			

Contact's	Telephone	Number:
(661) 575-1052		

Contact's	Email	Address:
jcook@avhsd.org		

Year	Contract	Commenced:
2020		

Number	of	Delivery	Locations:
180			

Frequency	of	Deliveries:
1-2 times a week		

Current	Annual	Dollar	Volume	of	Orders:
\$16 million					

Average	Annual	Dollar	Volume	of	Orders:
\$20 million					

3. Client Name:
 Client's Main Business Address:

Kern High School District, 5801 Sundale Ave, Bakersfield, CA 93309

Contact	Name	and	Title:
Jennifer Davis, Director Nutrition Services			

Contact's	Telephone	Number:
(661) 827-3190		

Contact's	Email	Address:
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Jennifer_Davis@kernhigh.org

Year		Contract		Commenced:	
2018					
Number		of	Delivery	Locations:	
1					
Frequency			of	Deliveries:	
twice weekly					
Current	Annual	Dollar	Volume	of	Orders:
\$1 million					
Average	Annual	Dollar	Volume	of	Orders:
\$1.5 million					

4. Client Name:
Client's Main Business Address:

Lucia Mar Unified School District, 602 Orchard Street, Arroyo Grande CA, 93420

Contact	Name	and	Title:		
Laurel Goins, Director of Food Services					
Contact's	Telephone	Number:			
(805) 474-3000 ext:1022					
Contact's	Email	Address:			
laurel.goins@lmusd.org					
Year		Contract		Commenced:	
2018					
Number		of	Delivery	Locations:	
18					
Frequency			of	Deliveries:	
1-2 times / wek					
Current	Annual	Dollar	Volume	of	Orders:
\$1 million					
Average	Annual	Dollar	Volume	of	Orders:
\$2 million					

MOORPARK
SCHOOL
DISTRICT BID
FORM

RFP 21-03-09-01 FROZEN ENTREES, SIDES, DRY
GOODS, DESSERTS BID DEADLINE: 1:00 P.M.
ON MONDAY, APRIL 19, 2021

To: Board of Trustees

Moorpark Unified School District

5297 Maureen Lane

Moorpark, CA 93021

1. On behalf of the below-named Bidder, the undersigned, having carefully examined the Notice Inviting Bids, Instructions to Bidders, General Conditions, Product Quotation Sheets, Contract, and all related documents comprising the Bid Package for the above-specified bid and any local conditions affecting the performance of the Contract, hereby proposes to furnish and deliver said materials and supplies in accordance with the terms and conditions of the Bid Package, inclusive of the time requirements set forth therein, for the prices quoted on the attached itemized Product Quotation Sheets.

2. The Bidder offers the following delivery time after receipt of order ("ARO").

Delivery time ARO: For stocked, forecasted items: 24 hours

3. The Bidder has reviewed and understands the District's prompt payment discount terms. In consideration thereof, the Bidder offers the following prompt payment discount:

0 % 0 days

[Note: Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "days" space will negate any percentage discount offered.]

4. On behalf of the below-named Bidder, I understand that I may not withdraw this Bid for the period of time specified in the Bid Package. I further understand that the District reserves the right to reject all Bids.

5. In the event that the below-named Bidder is awarded the Contract, I have attached two signed copies of the Contract with this Bid; I hereby acknowledge and agree to all the District's terms and conditions set forth in the Contract, the General Conditions, and other components of the Bid Package; and confirm that the below-designated company will be responsible for the Work contemplated hereunder.

6. The undersigned acknowledges receipt of and has thoroughly examined any and all addenda issued for this Bid Package, which addenda include the following:

Addendum No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum
No. _____	Date Received: _____	Addendum

"Bidder"

Sysco Ventura, Inc.

Company Name (as registered with California Secretary of State)

Jennie Calzada de Anda

Printed Name of Authorized Representative

Signature of Authorized
Representative

Contracts and Bids Manager

Title of Authorized
Representative

4/16/2021

Date

BIDDER'S CHECKLIST

RFP 21-03-09-1

FROZEN ENTREES, SIDES, DRY GOOD, DESSERTS

The following documents must be included in Bidder's sealed Bid, and submitted to the Child Nutrition Services Department, 5297 Maureen Lane Moorpark, CA 93021 on or before the Bid Deadline.

NOTE: This checklist is provided as a courtesy to Bidders. It is the Bidder's responsibility to carefully review this Bid Package and ensure that all items required in the Bid are timely and properly submitted. In no event shall the District be liable for any errors or omissions in this checklist.

Check below to indicate that the documents are included in your bid package

- 1. Bidders Checklist
- 2. Bid Form
- 3. Product Quotation Sheets (completed by Bidder)
- 4. Bidder Questionnaire
- 5. Reference Form (complete for 3 references)
- 6. Piggyback Clause
- 7. Contract for Food and Grocery Products (2 signed copies)
- 8. Non-Collusion Declaration
- 9. Certification Regarding Drug-Free Workplace
- 10. Certification Regarding Alcohol-Free and Tobacco-Free Campus Policy
- 11. Certification Regarding Workers Compensation
- 12. Buy American Certification
- 13. Iran Contracting Act Certification of Eligibility to Bid for Contracts
- 14. Disclosure of Lobbying Activities
- 15. Nutritional Information (hard copy or electronic format)

DISTRICT FACT SHEET

1. Deliveries. Deliveries shall be made to the designated loading/unloading location at the following school sites, as requested by the District. All deliveries must be made during the specified receiving hours.

School	Address	Receiving Hours
District Office	5297 Maureen Lane Moorpark, CA 93021	7:00 AM-1:30 PM. Monday-Friday
Moorpark High School	4500 Tierra Rejada Dr Moorpark, CA 93021	7:00 AM-12:30 PM. Monday-Friday

2. Invoicing. Send all invoices, referencing Moorpark Unified School District purchase order number, to: Child Nutrition Department, 5297 Maureen Lane Moorpark, CA 93021

3. Modifications; Revisions. The District reserves the right to update the receiving hours, school site addresses or District office address, or other information in this District Fact Sheet by written notice.

CONTRACT FOR FOOD AND GROCERY PRODUCTS

THIS CONTRACT FOR FOOD AND GROCERY PRODUCTS (this "Contract") is made and entered into as of this _____ day of _____, 2021 (the "Effective Date"), by and between Moorpark Unified School District, a political subdivision of the State of California (the "District") and _____, a Sysco Ventura, Inc _____ (the "Vendor"). District and Vendor are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is an K-12 school district located in the County of Ventura (the "County") and the State of California (the "State"), which provides K-12 public education to nearly Six thousand (6,000) students in six elementary, two middle schools; and one high School

WHEREAS, the District competitively bid that certain Bid Package, identified by RFP 21-03-09-1, Frozen Entrees, Sides, Dry Goods, Desserts, pursuant to which the District sought responsive, responsible bidders to bid on the sale, delivery, and unloading of various grocery and food products (the "Work") to District schools; and

WHEREAS, the Vendor submitted a timely bid to the District, and the District determined that Vendor was the lowest responsive, responsible bidder; and

WHEREAS, in other parts of the Bid Package, Vendor may be referred to as the "Bidder;"

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the Bid Package.
2. Work. The Work, which is further described and set forth in the Bid Package, involves the sale, delivery, and unloading of various grocery and food products to the District. The Vendor agrees to perform the Work, including, but not limited to, providing the service or services, and the item or items set forth in the Contract Documents, inclusive of all transportation, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Contract Documents at the price or prices set forth in the Bid. The District shall not be

responsible for the care or protection of any property, material, or parts ordered pursuant to the Contract before date of delivery to the District. It is understood by the Vendor that all items or service will be promptly delivered to the District.

3. Contract Documents. This Contract is one part of the entire agreement between the Parties regarding the Work. The entire Contract consists of this Contract and the Contract Documents, as may be amended from time to time by mutual written agreement of the Parties. The Contract Documents include the following documents:

- the Notice to Bidders;
- the Instructions to Bidders;

- the General Conditions;

- the District Fact Sheet;
 - the remaining components of the Bid Package, inclusive of any addenda;

 - the entire accepted Bid, including, but not limited to, the following completed documents: the Bid Form, the Product Quotation Sheets, the Questionnaire, the Piggyback Clause, the Non-Collusion Declaration, the Prompt Payment Discount form; the Drug-Free Workplace Certification, the Worker's Compensation Certification, the Buy American Certification, the Iran Contracting Act Certification, the Disclosure of Lobbying Activities, and the Nutritional Information Sheets; and

- any orders placed by the District.

The Contract Documents are incorporated herein by reference. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

4. Term. The term of this Contract shall be July 1, 2020 through June 30, 2021. The Contract may be extended for up to two (2) additional years upon mutual

written agreement of the Parties. Notwithstanding the foregoing, this Contract shall be subject to early termination as set forth in Paragraph 8 hereof.

5. Commencement of Services; Time of Completion. Vendor shall begin performance of the Contract promptly upon full execution of the Contract, subject to approval of the Contract by the District's Board of Trustees, and the District's subsequent notice to proceed or placement of orders. Vendor shall completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.

6. Representations and Warranties. In addition to any other representations and warranties set forth in this Contract or elsewhere in the Contract Documents, Vendor hereby represents and warrants to District that:

- Vendor is a properly formed business entity currently authorized and qualified to conduct business in the State of California and the County of Ventura, and Vendor will remain in good standing in the State of California and the County of Ventura for the entire term of this Contract.

- Vendor has carefully examined the Contract and the Contract Documents, is familiar with the Work, and has the expertise, personnel, and resources to timely and properly conduct the Work.

- Vendor has the right, power, and authority to enter into this Contract, and to perform its obligations hereunder. The person executing this Contract on behalf of Vendor has the right, power, and authority to bind Vendor to this Contract.

- This Contract constitutes the legal, valid, and binding obligation of Vendor enforceable against Vendor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Contract does not violate any provision of any material agreement or document to which Vendor is a party or by which Vendor is bound.

- There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Vendor's knowledge, threatened against Vendor arising out of or concerning Vendor's performance under this Agreement. There are no suits, actions, or proceedings pending, or to Vendor's knowledge, threatened against Vendor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Vendor are made as of the Effective Date and shall survive the term of this Contract for a period of three (3) years. Vendor shall be in material default if Vendor is unable to make the representations and warranties hereunder as of the Effective Date.

7. Event of Default. The following shall be considered an event of default by Vendor (each an "Event of Default"): (a) Vendor fails to perform its obligations in a timely manner, including failing to timely deliver products to District; (b) Vendor fails to timely deliver products to the correct District location; (c) Vendor fails to deliver the correct products;
- (d) Vendor fails to deliver products at the quoted prices; (e) the products delivered by Vendor are inferior to those provided in samples or demonstrations, or otherwise inferior to the standards set forth by District; (f) Vendor fails to obtain and carry for the length of the Contract the required insurance with at least the minimum limits and mandatory endorsements; (g) Vendor is unable to truthfully make the required representations and warranties under the Contract Documents;
- (h) Vendor provided District with any false, misleading, or inaccurate information in its Bid or otherwise; (i) Vendor has an actual or perceived conflict of interest under the Contract Documents; or (j) Vendor refuses or fails to perform any part of its obligations under the Contract or the Contract Documents.

8. Termination.

- Termination for Cause. If there is an Event of Default, then the District may, without further notice or demand, cancel and rescind this Contract. In the event that District purchases the goods, supplies, or services contemplated hereunder elsewhere, the District shall be entitled to hold the Vendor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of the Vendor in performing any of the terms and conditions of this Contract; it being specifically provided and agreed that time shall be the essence of this Contract. The foregoing provisions are in addition

to and not in limitation of any other rights or remedies available to the District.

Termination for Convenience. The District may terminate this Contract at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination for convenience, Vendor shall be entitled to no further compensation or payment of any type from the District other than payments for goods or services satisfactorily rendered prior to the effective date of said termination

9. Dispute Resolution. Any dispute or claim arising out of the Contract or any resulting transaction shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other similar proceeding. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract Documents and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief.
10. Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of the Contract, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.
11. No Assignment. Neither Party shall assign this Contract or its rights and obligations hereunder without the other Party's prior written consent. Subject to the foregoing, all the provisions of this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. Severability. If any provision of this Contract shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Contract shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
13. Gender and Number. In this Contract the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.
14. No Waiver. The waiver by one Party of the performance of any covenant, condition, or promise, or of the time for performing any act, under this Contract shall not invalidate this Contract nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required, under this Contract. The exercise of any remedy provided in this Contract shall not be a waiver of any remedy provided by law, and the provisions of this Contract for any remedy shall not exclude any other remedies unless they are expressly excluded.
15. Amendments. No addition to or modification of any term or provision of this Contract shall be effective unless set forth in writing and signed by the Parties.
16. Incorporation of Contract Documents. The Contract Documents are incorporated herein by reference.
17. Time is of the Essence. Time is of the essence of each and every provision of this Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in this Contract is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.
18. Additional Requirements under Federal Law (2 C.F.R. § 200.236).
 - Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); agrees to report any violation thereunder to the District; and understands and agrees that the District will in turn report each violation as required to assure notification to the proper federal authorities.
 - Vendor represents and warrants that Vendor, its principals, and its affiliates are not listed on the government-wide exclusions in the System for Award Management, which lists the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than applicable executive orders. Vendor must comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, and must include a requirement to comply with these provisions in any lower tier covered transaction which Vendor enters. This certification is a material representation of fact relied upon by District. If it is later determined that Vendor did not comply with 2 C.F.R. § 180, subpart C, and 2 C.F.R. § 3000, subpart C, in addition to remedies available to the District, the federal government may pursue additional remedies against Vendor.

Vendor further represents and warrants that Vendor has filed the certification required under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which specifies that Vendor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352, and that Vendor has disclosed any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This certification is a material representation of fact upon which the District relied when entering into this Contract. Any person who fails to file the required certifications is subject to penalty under applicable law.

19. Compliance with Laws. All of the Work performed under this Contract by Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California; the ordinances, rules, and regulations of the County of Ventura and City of Oxnard; and the policies of the District, as applicable.
20. Governing Law; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding related to enforcement or interpretation of this Agreement shall be the County of Ventura.
21. Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom

without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF transmitted by email, provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

“Vendor”

Sysco Ventura, Inc.

[Company Name]

Signature of Provider

Jennie Calzada de Anda, Contracts and Bids Manager

Printed Name and Title

District” Moorpark Unified School District

Lynn Davis Assistant Superintendent,
Business Services

ESTIMATE USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMODITY MFFS Price
45									
46									
47	LUNCH								
48	40	6947550	USDA FP	STEAK GRILL STEAK BEEF SMKY	10000096170	ADVANCE PIERRE FOODS	\$82.63	\$25.56	
49	48	4788373	DON LEE	BEEF HAMBURGER W/CHS IW TWINPK	QCB655	DON LEE FARMS	MFFS		\$50.46
50	10	7150134	PILLSBY	BREAD CHEESE PULL APART SW	18000-12316	GENERAL MILLS	\$55.02		
51	5	5386117	GRDNBRG	PATTY VEG VEGGIE BURG CN	8405971116	KELLOGG FOOD AWAY FROM HOME	\$41.61		
52	20	1663690	LOSCABO	BURRITO BEAN CHDR CHS	67576	M C I FOODS INC	\$30.30	\$27.55	
53	55	3904457	MICHL B	BURRITO BEAN CHSE GRN CHLI I/F	BCB500	BESTWAY SANDWICHES INC	\$66.31	\$57.18	
54	20	2255869	FRNANDO	BURRITO CHICKEN CHES WHL GRAIN	5213	FOSTER POULTRY FARMS	\$43.62	\$40.19	
55	30	1663690	LOSCABO	BURRITO BEAN CHDR CHS	67576	M C I FOODS INC	\$30.30	\$27.55	
56	20	2355459	LOSCABO	BURRITO BEAN & CHS GRN CHL WG	97580	M C I FOODS INC	\$65.18	\$59.69	
57	300	7056780	BUENVST	CALZONE CHEESE THREE WG RF	50231	BUENA VISTA FOODS	\$72.83	\$66.03	
58	10	0356670	LOL	CHEESE AMER 160 SLI YEL	46255000034500	LAND O LAKES	\$62.92	\$23.83	
59	5	0357074	LOL	CHEESE MILD CHEDDAR SHRED	41749000034500	LAND O LAKES	\$50.26	\$14.35	
60	1	2433415	AREZIMP	CHEESE PARM SHRD FANCY USA	1006618	SAPUTO CHEESE USA INC	\$73.97		
61	500	7063361	LOL	CHEESE STRING LITE	59703000034500	LAND O LAKES	\$33.43	\$14.58	
62	5	8416705	TYSONRL	CHICKEN BRST GRL PCK SEL NAE	10383500928	TYSON FOODS POULTRY	\$40.56	\$29.95	
63	10	8415109	TYSONRL	CHICKEN BRST GRL MRK PCK NAE	10383510928	TYSON FOODS POULTRY	NO BID		
64	250	1837461	TYSON	CHICKEN CHUNK CKD BRD WHL GRN	10703640928	TYSON FOODS POULTRY	\$56.50	\$42.88	
65	175	2746405	TYSON	CHICKEN DRUMSTICK BRD FC	16660100928	TYSON FOODS POULTRY	\$83.80	\$61.81	
66	25	7007443	TYSON	CHICKEN DRUMSTICK GLZD CKD	026435-0928	TYSON FOODS POULTRY	\$79.91	\$56.47	
67	50	2155881	TYSON	CHICKEN PTY FRT HOT&SPCY WHLGR	10703140928	TYSON FOODS POULTRY	\$57.20	\$42.95	
68	250	3163753	TYSON	CHICKEN PTY WHL GRAIN KRISP/CR	10038570928	TYSON FOODS POULTRY	\$58.12	\$40.33	
69	25	2188045	TYSON	CHICKEN TENDER WHL GRN FC CN	10703320928	TYSON FOODS POULTRY	\$103.58	\$71.79	
70	50	1837461	TYSON	CHICKEN TENDER WHL GRN FC CN	10703320928	TYSON FOODS POULTRY	\$56.50	\$42.88	
71	20	4335889	TYSON	CHICKEN BRST STRIP BRD WGN PCK	703322-928	TYSON FOODS POULTRY	\$108.08	\$76.80	
72	50	2155830	TYSON	CHICKEN POPCORN WHL GRN FC	10703680928	TYSON FOODS POULTRY	\$57.76	\$43.51	
73	25	2155947	TYSON	CHICKEN POPCORN HOT&SPCY WHLGR	10703780928	TYSON FOODS POULTRY	\$57.73	\$43.48	
74	100	1193622	POSADA	CHIMICHANGA CHKN IW 5Z	4150165	AJINOMOTO FOODS N. AMERICA INC	\$26.72		
75	50	3121910	ROMERO	CHIP TORTILLA TRI WHT CORN	581810	ROMERO'S FOOD PRODUCTS INCORPO	\$19.79		
76	50	9550666	CASACLS	CHIP TORTILLA WHT CORN TRI	8424	MISSION FOODS CB	\$17.56		
77	425	1971911	SYS CLS	CORN DOG CHKN MINI WHL GRN CN	71911	FOSTER POULTRY FARMS	\$23.27		
78	50	7109973	TYSON	CORN DOG CHICKEN WHL GRN	10363650928	TYSON FOODS POULTRY	\$27.95	\$21.08	
79	25	3491059	CHEEZIT	CRACKER CHEDDAR WHL GRAIN ORG	2410010480	KELLOGG FOOD AWAY FROM HOME	\$13.21		
80	25	6599405	PEPFARM	CRACKER GOLDFISH WHL GRAIN	140018105	CAMPBELL FOOD SERVICE CO	\$56.51		
81	25	8344303	KEEBLER	CRACKER GRAHAM SMOOBY CINN ST	3010050689	KELLOGG FOOD AWAY FROM HOME	\$43.03		
82	75	2997975	FRSHGRM	CROUTON CHEESE/GARLIC WHL GRN	74581	SUGAR FOODS	\$23.94		
83	20	3907898	MICHL B	SANDWICH DBL DOG CHKN IW	DD400	BESTWAY SANDWICHES INC	\$50.66		
84	5	7033374	ABBTSFD	EGG HARD COOKED & PLD FRSH C	14616-60676-00	MICHAEL FOODS	\$28.18	\$20.09	
85	450	7546520	LINGS	ENTREE CHICKEN ORG POPCRN	00072-5	OUT OF THE SHELL	\$21.10		
86	165	3658917	LOL	ENTREE MACARONI & CHS WHLGRN	43292000034500	LAND O LAKES	\$55.00	\$39.32	
87	110	3116754	JENNIEO	FRANK TURKEY 8/LB	612620	JENNIE O TURKEY STORE INC	\$64.35	\$41.75	
88	20	1960473	BRKBUSH	CHICKEN BRST STRIP FC GLTN FR	5810	BRAKEBUSH BROTHERS INC	\$33.81		
89	20	1838414	TASTY B	LASAGNA CHEESE VEG WHL GRN RO	00821WG	TASTY BRANDS LLC	\$76.60	\$61.42	
90	20	7133398	YANGS	BOWL RICE ORANGE CHICKEN	852724166681	OUT OF THE SHELL LLC	\$65.90	\$62.67	
91	20	2018653	ADVANCE	MEATBALL BEEF CKD .5 OZ CN	10000011750	ADVANCE PIERRE FOODS	\$96.64	\$33.76	
92	20	2018653	ADVANCE	MEATBALL BEEF CKD .5 OZ CN	10000011750	ADVANCE PIERRE FOODS	\$96.64	\$33.76	
93	5	3593409	BARILLA	PASTA ROTINI 100% WHL GRAIN	1000013341	BARILLA AMERICA INC	\$19.10		

ESTIMATE D USAGE	SUPC	PACK/SIZE	BRAND	DESCRIPTION	MPC	MANUFACTURER	Commercial Bid Price	COMMODITY (NOI) PRICE	COMMODITY PRICE
94	550 2391201	1 / 72CT	BOSCOS	PIZZA STICK WHL GRAIN 7	702372-1120	TYSON FOODS POULTRY	\$39.20	\$32.80	
95	20 0664021	60 / 5.20OZ	TONYS	PIZZA FRENCH BREAD CHS	78356	SCHWANS FOOD SERVICE	\$44.78	\$38.09	
96	20 1427853	1 / 60CNT	TONYS	PIZZA CHEESE I/W FRNCHBRD 6	78361	SCHWANS FOOD SERVICE	\$48.90	\$48.90	
97	20 TBD MPC789	84/5.45OZ	TONYRBT	Chs Lnc Pizza Bagel IW	78951	THE TONY ROBERTS COMPANY INC	\$82.69	\$63.30	
98	20 7820309	84/5.45OZ	TONYRBT	BAGEL PIZZA CHEESE BULK	78952	THE TONY ROBERTS COMPANY INC	\$79.39	\$60.00	
99	20 7001023	72 / 5.49OZ	WLDMIKE	PIZZA CHEESE RND FRBK 8CUT WG	20311	SA PIAZZA & ASSOCIATES LLC	\$66.40	\$49.50	
100	20 1529623	64 / 6.02OZ	WLDMIKE	PIZZA PEPPERONI WHL GRAIN 51%	20310	SA PIAZZA & ASSOCIATES LLC	\$67.66	\$52.96	
101	20 1925193	221 / 2.17OZ	TASTY B	PASTA RAVIOLI CHS WHL GRN MINI	00834WG	TASTY BRANDS LLC	\$80.79	\$70.97	
102	35 7030518	72 / 4.19OZ	HOTOFFG	SANDWICH CHEESE GRLD WG RF IW	108000	INTEGRATED FOOD SERVICE	\$62.30	\$46.14	
103	40 2322109	96 / 4.7OZ	ADVANCE	SANDWICH CHEESEBURGER MINI 2PK	10000011710	ADVANCE PIERRE FOODS	\$99.71	\$71.87	
104	35 3441407	72 / 5.3 OZ	SMUCKER	SANDWICH PEANUT BUTR GRAPE	5150021027	JM SMUCKER CO	\$69.24	\$63.45	
105	35 3441395	72 / 5.3 OZ	SMUCKER	SANDWICH PEANUT BUTR STRAW	5150021028	JM SMUCKER CO	\$72.62	\$66.83	
106	40 2464704	96 / 2.8 OZ	SUNWSFD	SANDWICH SUNFLOWER BTR/JELLY	12228	JSB INDUSTRIES	\$67.77		
107	20 0078673	72 / 2.4 OZ	ALBIES	SANDWICH STFD SOY NUT JAMMER	607	ALPINE FOOD DIST CO INC	\$47.94		
108	20 2223453	72 / 2.6OZ	SMUCKER	SANDWICH PEANUT BTR&GRAPE WH	5150006960	JM SMUCKER CO	\$38.17	\$35.27	
109	20 2223465	72 / 2.6OZ	SMUCKER	SANDWICH PEANUT BTR&STW WHEA	5150006961	JM SMUCKER CO	\$39.85	\$36.95	
110	10 3508835	10/20 CT	ROMERO	SHELL TOSTADA	306620	ROMERO'S FOOD PRODUCTS INCORPO	\$22.02		
111	20 6155053	60 / 4OZ	POCKET	TACO POCKET TRKY NADA I/W	6BTT480W	BELL TASTY FOODS INC	\$40.81		
112	10 4102105	12 / 4 CT	DELREAL	TAMALE CHICKEN IN GREEN SAUCE	783	DEL REAL FOODS	\$46.85		
113	20 1708518	60/4.5 OZ	POCKET	PIZZA POCKET TRKY NADA BULK	PIZZANADA2B12B	BELL TASTY FOODS INC	\$42.94		
113	20 1710368	60/4.5 OZ	BELLTSY	PIZZA TURKEY NADA I.W.	PIZZANADA2B12W	BELL TASTY FOODS INC	\$44.62		
114	60 TBD: mpc 6TH	60/5 OZ	POCKET	PIZZA POCKET TRKY NADA BULK	6TP100B	BELL TASTY FOODS INC	\$43.61		
114	60 TBD: mpc 6TH	60/5 OZ	POCKET	PIZZA POCKET TRKY NADA IW	6TP100W	BELL TASTY FOODS INC	\$45.29		
115	20 3804301	1 / 72 CT	TASTY B	SANDWICH CROISSANT HAM/CHS IW	70076	TASTY BRANDS LLC	\$77.86	\$71.44	
116									
117									
118									
119									
120	LOT 3 SIDES								
121									
122	1 5844220	6 / #10	CASACLS	BEAN BLACK	CSO-ADB-0610	TEASDALE QUALITY FOODS	\$25.39		
123	1 4062337	6 / #10	SYS CLS	BEAN GARBANZO FCY NO SULFITE	4062337	TEASDALE QUALITY FOODS	\$24.18		
124	1 4014973	6 / #10	SYS CLS	BEAN KIDNEY DARK RED	DA-0610	TEASDALE QUALITY FOODS	\$27.72		
125	20 9714387	6 / 5 LB	MCCAIN	POTATO FRY WDG SKON 8CUT SPCY	MCX03626	MCCAIN FOODS USA INC	\$21.88	\$14.72	
126	20 0013553	6 / 5LB	ORE IDA	POTATO TATER TOT VERSITOT	OIF00215A	MCCAIN FOODS USA INC	\$18.48	\$11.32	
127	5 7333503	6 / 5.75LB	HEINZ	PICKLE CHIP DILL C/C POUCH PAK	130006582000	KRAFT HEINZ FOODS COMPANY	\$27.48		
128	20 0013553	6 / 5LB	ORE IDA	POTATO TATER TOT VERSITOT	OIF00215A	MCCAIN FOODS USA INC	\$18.48	\$11.32	
129	20 0315335	12 / 26.5OZ	BASICAM	POTATO MASHED PEARL LOW SOD V	10426	BASIC AMERICAN FOODS	\$42.66	\$34.39	
130	20 3171228	144 / 1.96OZ	BAKCRFT	BREADSTICK GARLIC	1637	BAKE CRAFTERS FOOD COMPANY	\$36.60		
131	20 2451243	1 / 25 LB	UNC BEN	RICE BROWN WHOLE GRAIN	12111	MARS FOOD US LLC	\$28.49		
132	DESSERTS								
133	1 9678863	72/1.5 OZ	SUPBKRY	CUPCAKE WHITE ICING	9489	SUPER BAKERY INC	\$29.81		
134	1 2322685	72/1.5 OZ	SUPBKRY	CUPCAKE CHOC WG 30-10-30	9488	SUPER BAKERY INC	\$29.88		
135	35 7002671	96 / 2 OZ	BUENVST	BROWNIE CHOC WG LOW FAT IW	82220	BUENA VISTA FOODS	\$37.50		
136	20 4603201	120 / 1.3 OZ	BUENVST	BROWNIE CHOC WG LOW FAT IW	83330	BUENA VISTA FOODS	\$37.50		
137	20 3145952	140 / 1.20OZ	FAT CAT	COOKIE SNICKERDOODLE WG IW	WGSC140-1SW	FAT CAT SCONES	\$38.05		
138	200 3056597	120 / 1.5 OZ	BUENVST	COOKIE CHOC CHIP CLR IW WG RF	79015	BUENA VISTA FOODS	\$35.60		
139	25 3127836	200 / 1 OZ	BUENVST	COOKIE CHOC CHIP WHL GRAIN IW	79010	BUENA VISTA FOODS	\$40.77		
140	20 2880189	80 / 1.41OZ	KELLOGG	SNACK BAR RICE KRISPIES WG	3800011052	KELLOGG FOOD AWAY FROM HOME	\$34.55		

April 16, 2021



**Sysco Food Service of
Ventura
3100 Sturgis Road
Oxnard, CA 93030
805-205-7807**

sysco.com

Thank you for allowing Sysco Ventura the opportunity to bid on RFP 21-03-29-1. SYSCO Ventura has added the following to the proposal sheet of this RFP.

In the case of a Contract Extension, Sysco reserves the right to adjust the pricing annually at Anniversary of contract. Price adjustments may be requested, along with manufacturer documentation, and is implemented pending mutual consent.

Force Majeure Clause

The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, unusually severe weather, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.

In addition, there is a 15 case delivery minimum for orders.

If you have any questions, please feel free to contact me (805) 205-7811.

Sincerely,

Jennie Calzada de Anda
Contracts and Bids Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED SYSCO Los Angeles, Inc. 20701 East Currier Road Walnut CA 91789 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Zurich Ins Co		40142
	INSURER C: Steadfast Insurance Company		26387
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570091928315 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO234720312	06/30/2021	06/30/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 2347204 12 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC234719912 AOS WC234720112 MA, WI	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A					06/30/2021	06/30/2022	E.L EACH ACCIDENT	\$1,000,000
							E.L DISEASE-EA EMPLOYEE	\$1,000,000
							E.L DISEASE-POLICY LIMIT	\$1,000,000
C	Excess WC			EWT234722211 TX Non-Subscribers SIR applies per policy terms & conditions	06/30/2021	06/30/2022	EL Each Accident Aggregate Limit SIR	\$5,000,000 \$10,000,000 \$2,000,000

Certificate No : 570091928315

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Monrovia USD 325 E. Huntington Dr. Monrovia CA 91016-3585 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED SYSCO Los Angeles, Inc.	
POLICY NUMBER See Certificate Numbe 570091928315			
CARRIER See Certificate Numbe 570091928315	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		EWS234720212 XS WC - OH, WA SIR applies per policy terms & conditions	06/30/2021	06/30/2022	

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sysco Los Angeles, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 20701 E. Currier Road	Requester's name and address (optional)
6 City, state, and ZIP code Walnut, CA 91789	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
7	6		-	0	2	5	4	4	0	1

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 ▶

Date ▶ 1/3/2022

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-INT (interest earned or paid)

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

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

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



Ventura Site
Los Angeles Region
3100 Sturgis Road
Oxnard, CA 93030
T 805.205.7000
F 805.205.7012

March 17, 2022

Mr. Kenneth Singleton
Director of Food Services
Monrovia Unified School District
325 East Huntington Drive
Monrovia, CA 91016

Mr. Singleton,

Sysco Los Angeles Region agrees to allow Monrovia Unified School District to piggyback onto the Moorpark Unified School District RFP 21-03-29-1 Frozen Entree, Sides, Dry Goods, and Desserts 2021-2022 School Year bid.

As part of this piggyback agreement, Sysco Los Angeles Region will deliver one (1) day per week to the below listed three (3) locations.

*Monrovia USO Administration Bldg. Warehouse
325 East Huntington Drive
Monrovia, CA 91786
POC: Alex Pelayo (626)471-2054

Monrovia High School
845 W. Colorado Blvd.
Monrovia, CA 91786
POC: Alicia Escobar (626)471-2854

Clifton Middle School
226 S. Ivy Ave.
Monrovia, CA 91786
POC: Richard Tamez (626)471-2644 ext. 45

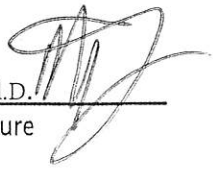
* Receiving Info: MON-FRI; 0900-1300 (CLOSE SAT, SUN & HOLIDAYS.)

Please confirm by signing below and return to my office via fax, e-mail, or mail.

Bill Allen
Manager Contract Sales
Sysco Los Angeles Region Ventura Site
(805)205-7806
William.Allenj@sysco.com

I agree to piggyback onto the Moorpark Unified School District RFP 21-03-29-1 Frozen Entree, Sides, Dry Goods, and Desserts 2021-2022 School Year bid which will be in place until June 30, 2022.

Ryan D. Smith, Ed.D.
Authorized Signature



Superintendent
Title

04/13/2022
Date

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

12. 22/23-2054 - FOOD CATERING TRUCK AGREEMENT - FLUFF ICE

RECOMMENDATION

The Board of Education is requested to approve a food catering truck agreement with Fluff Ice for the purpose of a fundraising event at Plymouth Elementary School in the Monrovia Unified School District.

Rationale:

Approval of this agreement will allow Fluff Ice to participate in Plymouth Elementary School's fundraising activities as well as on other campuses as needed.

Background:

Plymouth Elementary School is hosting a STEAM Family Night event on September 30, 2022. The proceeds of the funds raised from the event will be used for various school educational programs. Once the Board approves this agreement, it will allow Fluff Ice to participate in fundraising activities on other campuses as needed.

Budget Implication (\$ Amount):

There will be no cost to the District for Fluff Ice to participate. Plymouth Elementary School will receive 15% of the total sales received.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2054\(b\) Food Truck Catering Agreement - Fluff Ice 9-28-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR FOOD CATERING TRUCK SERVICES

This agreement is entered into this 28th day of September, by and between Fluff Ice hereinafter referred to as "Company," and the Monrovia Unified School District, hereinafter referred to as "District."

1. Company agrees to provide food catering truck services for the 2022-23 school year for various school sites.

The food products shall meet the following minimum specifications:

- a. Delivery temperature: Cold Food: 41° or less, Hot Food: 135° or more.
 - b. The food product shall be Consultant's regular retail product unless modification is requested in writing by the District.
 - c. The storage, preparation, handling, cooking and delivery of the food products (the procedures) shall comply with the guidance outlined in the California Retail Food Code dated January 1, 2021 and any other local, state and federal food laws issued by governing authorities. Company shall immediately notify the District in writing of any potential disease or illness problems associated with the food product which stem from improper procedures or defective food product.
2. Company shall render all services provided herein as an independent contractor, and not as an employee or agent of District. This agreement is subject to annual renewal.
 3. Company shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding its employees, including workers' compensation, and the services to be provided. Company cannot sub-contract performance to a third-party without District approval.
 4. The District reserves the right to terminate this agreement and compensate company only for services rendered up to the date of termination. Written notice by the District's Superintendent or designee shall be sufficient to stop further performance of services by Company. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
 5. Company agrees to and shall save, defend, hold harmless and indemnify the District, its Board of Education, its officers, agents, employees, representative, parents and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Company or any person, firm, or corporation employed by the Company upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District.

The Company, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers in any action, suit, or other proceedings as result thereof.

6. District agrees to save, defend, hold harmless and indemnify the Company, its employees and agents from any and all liability or loss arising in any way out of the negligence of the District, its employees, or agents, including, but not limited to any claim due to injury and/or damage sustained by District, and/or District's employees or agents except for the injury, damage and/or liability result from the sole negligence or willful misconduct of the company, its employees and agents.
7. To the extent that there are any inconsistencies or differences in any terms or provisions contained in the District's Agreement when compared to any terms or provisions contained in any attachment or addendum to the District's Agreement requested by the Company, the terms and provisions of the District's Agreement shall be controlling and shall supersede any terms and provisions in the Company's attachment or addendum.
8. Company is required to carry a valid health permit during the duration of this agreement.
9. Company shall carry and maintain at least \$1,000,000 per occurrence and \$1,000,000 in General Aggregate commercial general liability insurance, adequate commercial auto insurance and workers' compensation insurance and must also provide an additional insured endorsement, both naming the District as additional insured. Copies of renewal notices during the term of this contract must be provided to the District within five (5) days to keep the contract in force. If you change insurance policies or carriers, District must be notified five (5) days prior to such change.
10. If catering services are for fundraising purposes, the Company agrees that it will donate, to school sites, at least **ten percent (10%)** of its total food sale receipts generated no later than ten (10) days after the event. The funds collected will be used to support school education programs.
11. Required Documents:
 - A copy of your ServSafe Certification
 - A copy of your current Public Health Permit
 - A copy of your current Food Handlers Permit
 - A Certificate of Liability insurance naming Monrovia Unified School District as an additional insured (required limits listed above under #9)
 - An Additional Insured Endorsement naming Monrovia Unified School District as an additional insured

COMPANY: DocuSigned by:

C50D3B37CE8046D...

 (Authorized Signature)

Fluff Ice
 10138 Garvey Ave., Ste E-1
 El Monte, CA 91733
 Attn: Nick Huang
 (626) 400-0594

27-2266612

 (Social Security or Tax ID Number)

nick@fluffice.com

DISTRICT:

 Ryan D. Smith, Superintendent

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

 (Date Signed)

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

13. 22/23-2057 - RENEWAL OF ADOBE CREATIVE CLOUD SUBSCRIPTION

RECOMMENDATION

The Board of Education is requested to approve the renewal of a software subscription with Adobe Creative Cloud for one (1) year. Effective October 17, 2022, through October 16, 2023.

Rationale:

Renewal of the Adobe Creative Cloud subscription for district-wide use, including Digital Media Pathway courses and video production classes that use the software in the Adobe Creative Cloud Suite.

Background:

The Monrovia Unified School District currently purchases Adobe software "as needed." The California Educational Technology Professionals Association (CETPA) has partnered with Adobe through SHI International Corp. to offer California K-12 districts access to its latest creative tools through a site license program that will reduce costs, simplify deployment, and ease license management and compliance.

Budget Implication (\$ Amount):

The total cost for this subscription is \$4,040.00, to be paid from the Perkins Grant and General Funds.

Additional Information:

The quote for the subscription is attached.

ATTACHMENTS

- [SHI Quote-22466839.pdf](#)



Pricing Proposal
 Quotation #: 22466839
 Created On: 9/2/2022
 Valid Until: 9/30/2022

Monrovia Unified School District

Lisa Woods

325 E. Huntington Drive
 Monrovia, CA 91016
 UNITED STATES
 Phone: (626) 471-2016
 Fax:
 Email: lwoods@monrovia.k12.ca.us

Inside Account Executive

Michael Gabrael

290 Davidson Ave,
 Somerset, NJ 08873
 Phone: 732-652-0288
 Fax: 732-564-8224
 Email: Michael_Gabrael@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Creative Cloud for Enterprise - All Apps - Subscription Renewal - 1 named user - academic - Value Incentive Plan - level 4 (100+) - Win, Mac - Multi North American Language Adobe - Part#: 65291782BB04A12 Coverage Term: 10/17/2022 – 10/16/2023 Note: 12 Months	610	\$5.00	\$3,050.00
2 Adobe Creative Cloud for Enterprise - All Apps - Enterprise Licensing Subscription Renewal (monthly) - 1 device - academic - Value Incentive Plan - level 4 (100+) - Shared Device Education License Lab and Classroom - Win, Mac - Multi North American Langu Adobe - Part#: 65297198BB04A12 Coverage Term: 10/17/2022 – 10/16/2023 Note: 12 Months	5	\$198.00	\$990.00
Subtotal			\$4,040.00
Shipping			\$0.00
*Tax			\$0.00
Total			\$4,040.00

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

This quote is subject to the following price changes:

- Subject to price changes from Tariffs at any time.
- Manufacturer discretion
- Products on back order that ship after the quote expiration date, even if ordered before the expiration.

Pricing based on Net30 Payment terms

-Special Pricing Only Available until quote expiration date. Pricing Not Available after quote expiration date. All items must be

purchased in entirety to receive discounted pricing. This offer cannot be combined with any other offers.

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

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

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

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

14. 22/23-3022 - PERSONNEL ASSIGNMENTS

RECOMMENDATION

The Board of Education is requested to approve Personnel Assignments Report #5.

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:

A copy of the report is attached.

ATTACHMENTS

- [Board report 2022-09-28.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #5

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

A. Employments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
1 #	Wing	Kam	Speech Language Pathologist	Employ	9/7/22	P.P.S.		C-65000.0	000094	I-005/1	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
2 #	Amanda	Alfieri	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Clifton	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
3 #	Marisol	Bermudez Huerta	Teacher	Instructional preparation.	8/1/22-8/17/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
4 #	Marisol	Bermudez Huerta	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
5 #	Monica	Black	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
6 #	Lorenia	Cabello	Teacher	Instructional preparation.	8/1/22-8/17/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
7 #	Lorenia	Cabello	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
8 #	Gabby	Canedo	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Wild Rose	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
9 #	Delma	Cardenal	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
10 #	Delma	Cardenal	Teacher on Special Assignment	21st Century Classroom training, Summer Institute, and 2022-23 planning.	6/10/22-8/1/22-8/30/22; originally Board approved 8/24/2022.	District Office	NTE: 100 hrs. total.	C-07102.0	003891	\$40.00/hr.	100%
11 #	Kaitlin	Carels	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
12 #	Sheri	Castro-Nowak	Teacher	Home hospital instruction as needed during the 2022-23 school year.	8/17/22-6/7/23	District-wide	NTE: 3 hours per day.	C-65000.0	002457	\$40.00/hr.	100%
13 #	Leonard	Cheung	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	MHS	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
14 #	Vonni	Cummings	Teacher on Special Assignment	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	P.P.S.	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
15 #	David	Duisberg	Adult Ed. - ESL Instructor - Adult Ed.	Employ	8/23/22-4/28/23	Adult Ed.	NTE: 8 hrs./wk.	C-63910.0 C-39050.0	003752	\$38.68/hr.	50%
16 #	Karla	Galindo	Teacher	Instructional preparation.	8/1/22-8/17/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
17 #	Karla	Galindo	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
18 #	Kimberly	Gero	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Bradoaks	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
19 #	Isabella	Guzman	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
20 #	Karen	Harvey	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
21 #	Micaela	Hedden	Teacher	Instructional preparation.	8/1/22-8/17/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
22 #	Micaela	Hedden	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
23 #	Andres	Hernandez	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Mayflower	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
24 #	Ivy	Hernandez	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
25 #	Miriam	Herrera	Teacher	Instructional preparation.	8/1/22-8/17/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
26 #	Miriam	Herrera	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
27 #	Emily	Horn	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
28 #	Alicia	Ibarra	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
29 #	Gladys	Inda	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
30 #	Cendy	Iraheta	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
31 #	Cendy	Iraheta	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
32 #	Lorena	Loera	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
33 #	Lorena	Loera	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
34 #	Silvia	Loera Velasco	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
35 #	Silvia	Loera Velasco	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
36 #	Caitlin	MacDonald	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Mayflower	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
37 #	Christina	Mallette	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
38 #	Christina	Mallette	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
39 #	Paula	Mariscal	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%

#-Ratification

C-Categorical Fund G-General Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage
40 #	Paula	Mariscal	Teacher on Special Assignment	21st Century Classroom training, Summer Institute, and 2022-23 planning.	6/10/22-8/1/22-8/30/22; originally Board approved 8/24/2022.	District Office	NTE: 100 hrs. total.	C-07102.0	003891	\$40.00/hr.	100%
41 #	Chad	Miller	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Mountain Park	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
42 #	Ross	October	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Bradoaks	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
43 #	Derek	Ong	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
44 #	Marlen	Ordaz	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
45 #	Marlen	Ordaz	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
46 #	Henry	Paiz	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
47 #	Huy	Phan	Substitute Teacher	Employ	9/1/22	District-wide	Hrly, as needed.	G-00000.0	000003	\$190./day	100%
48 #	Erika	Ramirez-Morales	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
49 #	Virginia	Recendez	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Monroe	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
50 #	Virginia	Recendez	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
51 #	Virginia	Recendez	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
52 #	Traci	Robinson	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Plymouth	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
53 #	Valerie	Shay	Instructional Coach	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Educational Services	NTE: 16 hrs. total	C-40350.0	001258	\$40.00/hr.	100%
54 #	Diana	Soto	Teacher	Instructional preparation.	8/1/22-8/17/22	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
55 #	Diana	Soto	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
56 #	Ana	Torres	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
57 #	Karina	Trujillo	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%
58 #	Jennifer	Tubbs	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Wild Rose	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
59 #	Wendy	Urban	Teacher	Curriculum Instruction Assessment Committee.	8/1/22-6/30/23	Monroe	NTE: 16 hrs. total	C-40350.0	002615	\$40.00/hr.	100%
60 #	Wendy	Urban	Teacher	Instructional planning.	8/1/22-6/30/23	Monroe	Hrly, as needed.	C-30100.0	001257	\$40.00/hr.	100%

#-Ratification

C-Categorical Fund G-General Fund

B. Supplemental Hours/Special Assignments (continued)

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Position	Range	Percentage	
61 #	Sheng	Zhang	Teacher	Homework Club-Tutoring students	8/22/22-6/7/23	Santa Fe	NTE: 100 hrs. total.	C-07102.0	004064	\$40.00/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
None					

E. Other

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

E. Other - Volunteers

First Name	Last Name	Classification	Action	Effective	Site	
62 #	Emily	Anastasi	Volunteer I	Approve	9/15/2022	Clifton MS
63 #	Kinnari	Atit	Volunteer I	Approve	9/12/2022	Mayflower ES
64 #	Kiyomi	Banks	Volunteer I	Approve	9/7/2022	Wild Rose ES
65 #	Dana	Borrelli	Volunteer I	Approve	9/8/2022	Mayflower ES
66 #	Sarah	Burton		Approve	9/15/2022	Mayflower ES
67 #	Crystal	Canton	Volunteer I	Approve	9/9/2022	Clifton MS, Monroe ES
68 #	Helen	Chavez	Volunteer I	Approve	9/6/2022	Clifton MS, Mayflower ES
69 #	Taylor	Chazan	Volunteer I	Approve	9/2/2022	Mayflower ES
70 #	Armeen	Chenualt	Volunteer I	Approve	9/7/2022	Mayflower ES, MHS
71 #	Eva	Ching	Volunteer I	Approve	9/8/2022	Plymouth ES
72 #	Tiffany	Cruz	Volunteer I	Approve	9/8/2022	Clifton MS, Mayflower ES
73 #	Daiya	Cunnane	Volunteer I	Approve	9/2/2022	Bradoaks ES
74 #	Angel	Davis	Volunteer I	Approve	9/12/2022	CELC, Clifton MS
75 #	Gabriela	De la Cruz	Volunteer I	Approve	9/9/2022	Mayflower ES
76 #	Caroline	Dickey	Volunteer I	Approve	9/13/2022	Monroe ES
77 #	Sharron	Dolan-Garrett	Volunteer I	Approve	9/2/2022	Plymouth ES
78 #	Stacy	Dolan-Garrett	Volunteer I	Approve	9/9/2022	Plymouth ES

E. Other - Volunteers (continued)

	First Name	Last Name	Classification	Action	Effective	Site
79 #	Stephanie	Flores	Volunteer I	Approve	9/9/2022	Bradoaks ES, Village
80 #	Kyle	Frost	Volunteer II	Approve	9/12/2022	Wild Rose ES
81 #	Irma	Galindo	Volunteer I	Approve	9/22/2022	Plymouth ES, Santa Fe MS
82 #	Elvia	Gonzalez	Volunteer I	Approve	9/6/2022	Clifton MS, Mayflower ES
83 #	Lydia	Gonzalez	Volunteer I	Approve	9/15/2022	Wild Rose ES
84 #	Jessica	Gracias	Volunteer I	Approve	9/2/2022	MHS, Wild Rose ES
85 #	Kelly	Greer	Volunteer I	Approve	9/9/2022	Clifton MS
86 #	Hunter	Helm	Volunteer I	Approve	9/12/2022	MHS
87 #	Maral	Helwajian	Volunteer I	Approve	9/9/2022	Clifton MS, MHS
88 #	Tanida	Huang	Volunteer I	Approve	9/8/2022	Clifton MS, MHS
89 #	Ana	Hurley	Volunteer I	Approve	9/2/2022	CELC
90 #	Desiree	Jara	Volunteer I	Approve	9/2/2022	Clifton MS, Mayflower ES
91 #	Ashley	Joiner	Volunteer I	Approve	9/8/2022	Clifton MS, Wild Rose ES
92 #	Danielle	Kangas	Volunteer I	Approve	9/8/2022	Mayflower ES
93 #	Christina	Kern-Taylor	Volunteer I	Approve	9/15/2022	Clifton MS, MHS
94 #	Alyssa	Lang	Volunteer I	Approve	9/9/2022	Clifton MS
95 #	Olivia	Lopez	Volunteer I	Approve	9/2/2022	Mayflower ES
96 #	Brenda	Loson	Volunteer I	Approve	9/6/2022	Monroe ES
97 #	Courtney	Lovell	Volunteer I	Approve	9/12/2022	Mayflower ES
98 #	Amy	Martinez	Volunteer I	Approve	9/13/2022	Bradoaks ES
						Clifton MS, Mayflower ES, MHS
99 #	Tricia	McCabe	Volunteer I	Approve	9/12/2022	
100 #	Sara	McGlocklin	Volunteer I	Approve	9/15/2022	Mayflower ES
101 #	Jo	Mo	Volunteer I	Approve	9/2/2022	Plymouth ES
102 #	Kayla	Oldridge	Volunteer I	Approve	9/2/2022	Mayflower ES
103 #	Regina	Peck-Sobolewski	Volunteer I	Approve	9/9/2022	Clifton MS, Wild Rose ES
104 #	Deborah	Prout	Volunteer I	Approve	9/15/2022	Clifton MS, Mayflower ES
105 #	Karla	Reynoso	Volunteer I	Approve	9/2/2022	Mayflower ES
106 #	Michael	Romero	Volunteer I	Approve	9/9/2022	Mayflower ES
107 #	Junko	Romero	Volunteer I	Approve	9/6/2022	Mayflower ES

#-Ratification

C-Categorical Fund G-General Fund

E. Other - Volunteers (continued)

	First Name	Last Name	Classification	Action	Effective	Site
108 #	Carrie	Scott	Volunteer I	Approve	9/12/2022	Mayflower ES
109 #	Michael	Scott	Volunteer I	Approve	9/12/2022	Mayflower ES
110 #	Carolina	Shelton	Volunteer I	Approve	9/2/2022	Mayflower ES, MHS
111 #	Monica	Simion	Volunteer I	Approve	9/2/2022	Monroe ES
112 #	Jeannie	Skousen	Volunteer I	Approve	9/15/2022	Clifton MS
113 #	Eric	Triplett	Volunteer I	Approve	9/12/2022	Clifton MS
114 #	Josephine	Trueblood	Volunteer I	Approve	9/2/2022	Mayflower ES
115 #	Nicole	Valenzuela	Volunteer I	Approve	9/15/2022	Mayflower ES
116 #	Chris	Valenzuela	Volunteer I	Approve	9/15/2022	Mayflower ES
117 #	Jeffrey	Wong	Volunteer I	Approve	9/6/2022	Mayflower ES
118 #	Kelsey	Wong	Volunteer I	Approve	9/6/2022	Mayflower ES
119 #	Samantha	Young	Volunteer I	Approve	9/6/2022	Bradoaks ES

MONROVIA UNIFIED SCHOOL DISTRICT
Personnel Assignment Report #5

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

A. Employments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
1	# Amber	Chaudhry Acevedo	Campus Assistant	Mayflower	Employ	\$15.53/hr.	4	1	2.5 hr./d.; 9 mo./yr.	9/7/2022	003793 G	00000.0	100%
2	# Sarah	Duran	Clerical Assistant I	Bradoaks	Employ	\$16.59/hr.	17	1	3 hr./d.; 9 mo./yr.	9/12/2022	000789 G	00000.0	100%
3	# Veronica	Gonzalez	Head Custodian II	Clifton	Employ	\$3997.09/mo	26-H	3	8 hr./d.; 12 mo./yr.	9/7/2022	000309 G	00000.0	100%
4	# Angela	Rivas	Custodian	Clifton	Employ	\$3192.76/mo	21-H	1	8 hr./d.; 12 mo./yr.	9/8/2022	000667 G	00000.0	100%
5	# Phillip	Wayman	Custodian	Clifton	Employ	\$3192.76/mo	21-H	1	8 hr./d.; 12 mo./yr.	9/12/2022	000667 G	00000.0	100%

B. Supplemental Hours/Special Assignments

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
6	# Cynthia	Allen	Instructional Aide - Behavior Extra Hours	Clifton	Employ: To cover lunch breaks and after school pick up.	\$22.93/hr.	20	6	NTE: 1 hour per day.	8/17/22-6/7/23	003934 C	65000.0	100%
7	# Joseph	Anaya	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441 C	34100.0	100%
8	# Rosa	Avila	Food Service Manager Extra Hours	Wild Rose	Employ: Extra hours as needed during the 2022-23 school year.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000788 C	53100.0	100%
9	# Krystal	Baze	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441 C	34100.0	100%
10	# Martha	Billington	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	001612 C	53100.0	100%
11	# Emily	Bradley	Food Service Worker Extra Hours	Wild Rose	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000568 C	53100.0	100%
12	# Nicolas	Caldera	Instructional Assistant - Special Education Extra Hours	A.T.P.	Employ: To assist with students due to staff shortage.	\$22.37/hr.	21	5	NTE: .5 hours per day	8/17/22-6/7/23	002981 C	65000.0	100%
13	# Adriana	Calmer	Instructional Aide - Special Education Extra Hours	Plymouth	Employ: To support home hospital student.	\$21.29/hr.	17	6	NTE: 2 hour per day	8/17/22-6/7/23	003894 C	65000.0	100%
14	# Jasmine	Campos	After School Activity Leader	Wild Rose	Employ: Staff development, school events, and other duties as needed.	\$18.35/hr.	15	4	NTE: 8 hours per day.	8/18/22-6/7/23	001925 C	60100.0	100%
15	# Jasmine	Campos	After School Activity Leader	Wild Rose	Employ: Curriculum planning.	\$18.35/hr.	15	4	NTE: 8 hours per day.	8/18/22-6/7/23	001925 C	60100.0	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
16	# Mercedes	Casas	Instructional Aide - Special Education Extra Hours	CELC	Employ: Classroom coverage and preparation for the start of school.	\$21.29/hr.	17	6	NTE: 2 hour per day	7/1/22-6/30/23	004048	C 65000.0	100%
17	# Sandy	Castro	Food Service Manager Extra Hours	Mayflower	Employ: Extra hours as needed during the 2022-23 school year.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000874	C 53100.0	100%
18	# Arturo	Chavez	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%
19	# Arturo	Chavez	Custodian Extra Hours	MHS	Employ: School events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
20	# Arturo	Chavez	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	002713	G 00000.0	100%
21	# Angelo	Collado	Theater Operations Specialist Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$30.09/hr.	33	5	Hourly, as needed.	7/1/22-6/30/23	004013	C 90221.0	100%
22	# Angelo	Collado	Substitute Theater Operations Specialist	MHS	Employ: To substitute as needed during the 2022-23 school year.	\$30.09/hr.	33	5	Hourly, as needed.	7/1/22-6/30/23	003579	C 90221.0	100%
23	# Esmeralda	Corrales	Food Service Worker Extra Hours	Clifton	Employ: Extra hours as needed during the 2022-23 school year.	\$20.32/hr.	5-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000046	C 53100.0	100%
24	# Mauro	Dela Torre	Head Custodian III Extra Hours	MHS	Employ: School events.	\$28.64/hr.	29	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
25	# Mauro	Dela Torre	Head Custodian III Extra Hours	MHS	Employ: Alarm calls.	\$28.64/hr.	29	6	Hourly, as needed.	7/1/22-6/7/23	002779	G 00000.0	100%
26	# Alicia	Escobar	Production Center Food Service Manager Extra Hours	MHS	Employ: Catering.	\$30.67/hr.	30-G	6	NTE: 8 hours per day.	8/15/22-6/30/23	002562	C 90306.0	100%
27	# Alicia	Escobar	Production Center Food Service Manager Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$30.67/hr.	30-G	6	NTE: 8 hours per day.	8/15/22-6/30/23	000041	C 53100.0	100%
28	# Ana	Felix	Food Service Worker Extra Hours	Monroe	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000541	C 53100.0	100%
29	# Alyson	Fishkind	Instructional Aide - Special Education Extra Hours	CELC	Employ: Classroom coverage and preparation for the start of school.	\$21.29/hr.	17	6	NTE: 2 hour per day	7/1/22-6/30/23	004048	C 65000.0	100%
30	# Anthony	Gallardo	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%
31	# Anthony	Gallardo	Custodian Extra Hours	MHS	Employ: School events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
32	# Anthony	Gallardo	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	002713	G 00000.0	100%
33	# Ana	Garcia	Food Service Worker Extra Hours	Bradoaks	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000053	C 53100.0	100%
34	# Maria	Gonzalez	Health Clerk Extra Hours	Santa Fe	Employ: To assist with school registration.	\$21.82/hr.	18	6	NTE: 12 hours total.	8/9/22-8/10/22	003431	G 00000.0	100%
35	# Maria	Gonzalez	Health Clerk Extra Hours	Santa Fe	Employ: COVID contact tracing and reporting.	\$21.82/hr.	18	6	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
36	# Hermann	Goss	Food Service Manager Extra Hours	Monroe	Employ: Extra hours as needed during the 2022-23 school year.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000755	C 53100.0	100%
37	# Marlene	Gutierrez	Substitute After School Activity Leader	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$20.26/hr.	15	6	NTE: 8 hours per day.	9/6/22-6/7/23	000299	C 60100.0	100%
38	# Marlene	Gutierrez	Substitute After School Site Manager	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$21.29/hr.	21	4	NTE: 8 hours per day.	9/6/22-6/7/23	001746	C 60100.0	100%
39	# Consuelo	Hernandez	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$21.29/hr.	17	6	NTE: 8 hours per day.	8/17/22-6/7/23	002246	C 65000.0	100%
40	# Margarita	Hernandez	Campus Assistant Extra Hours	Santa Fe	Employ: To assist with school registration.	\$15.53/hr.	4	6	NTE: 12 hours total.	8/9/22-8/10/22	003807	G 00000.0	100%
41	# Margarita	Hernandez	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$17.04/hr.	12	4	NTE: 8 hours per day.	8/15/22-6/30/23	002554	C 90306.0	100%
42	# Margarita	Hernandez	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$17.04/hr.	12	4	NTE: 8 hours per day.	8/15/22-6/30/23	001612	C 53100.0	100%
43	# Daniel	Herrera	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
44	# Salvador	Herrera	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%
45	# Salvador	Herrera	Custodian Extra Hours	MHS	Employ: School events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
46	# Salvador	Herrera	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	002713	G 00000.0	100%
47	# Aja	Jones	Health Assistant II Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$25.32/hr.	26	5	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%
48	# Katayoun	Karimi	Instructional Aide - Special Education Extra Hours	CELC	Employ: Classroom coverage and preparation for the start of school.	\$21.29/hr.	17	6	NTE: 2 hour per day	7/1/22-6/30/23	004048	C 65000.0	100%
49	# Nancy	Kemp	Instructional Assistant Extra Hours	Santa Fe	Employ: To assist with school registration.	\$23.51/hr.	21	6	NTE: 12 hours total.	8/9/22-8/10/22	003431	G 00000.0	100%
50	# Julie	Kilbury	Library Media Specialist II Extra Hours	Santa Fe	Employ: To support ELD classes.	\$25.95/hr.	25	6	NTE: 80 hours total.	8/17/22-6/7/23	004104	C 07102.0	100%
51	# Julie	Kilbury	Library Media Specialist II Extra Hours	Santa Fe	Employ: Registration, textbook preparation, and to keep library open extra hours for students.	\$25.95/hr.	25	6	NTE: 80 hours total.	8/17/22-6/7/23	003612	C 07102.0	100%
52	# Justin	Lan	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
53	# Diana	Lee	Assistant Food Service Manager Extra Hours	MHS	Employ: Catering.	\$20.26/hr.	19	4	NTE: 8 hours per day.	8/15/22-6/30/23	002554	C 90306.0	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
54	# Diana	Lee	Assistant Food Service Manager Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$20.26/hr.	19	4	NTE: 8 hours per day.	8/15/22-6/30/23	000045	C 53100.0	100%
55	# Simone	Lefebvre	Instructional Assistant - Special Education Extra Hours	A.T.P.	Employ: To assist with students due to staff shortage.	\$23.51/hr.	21	6	NTE: 1 hour per day.	8/17/22-6/7/23	002981	C 65000.0	100%
56	# Lia	Liem	Food Service Worker Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000541	C 53100.0	100%
57	# Cheng-Chun	Lin	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
58	# Katlyn	Little	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
59	# Rosa	Manriquez	Assistant Food Service Manager Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$20.65/hr.	10-G	2	NTE: 8 hours per day.	8/15/22-6/30/23	000045	C 53100.0	100%
60	# Rosa	Manriquez	Assistant Food Service Manager Extra Hours	MHS	Employ: Catering.	\$20.65/hr.	10-G	2	NTE: 8 hours per day.	8/15/22-6/30/23	002554	C 90306.0	100%
61	# Ana	Mares	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
62	# Denise	Marron	Health Assistant II Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$26.60/hr.	26	6	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%
63	# Rachel	Marron	Food Service Worker Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000068	C 53100.0	100%
64	# Ann	Martinez	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%
65	# Peter	Mejia	Food Service Worker Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$15.53/hr.	12	1	NTE: 8 hours per day.	8/15/22-6/30/23	000045	C 53100.0	100%
66	# Victoria	Meli	Bilingual Technician Extra Hours	Human Resources	Employ: COVID tracking.	\$26.60/hr.	26	6	NTE: 5 hours per week.	7/1/2022 8/1/22- 6/30/23; correction, originally on the 8/24/22 Board report	004083	C 58300.0	100%
67	# Victoria	Meli	Bilingual Technician Extra Hours	Human Resources	Employ: Transcripts, employee record request, and subpoenas.	\$26.60/hr.	26	6	NTE: 5 hours per week.	7/1/2022 8/1/22- 6/30/23; correction, originally on the 8/24/22 Board report	003598	C 58300.0	100%
68	# Michael	Mendez	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
69	# Michael	Mendez	Custodian Extra Hours	MHS	Employ: School events.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
70	# Michael	Mendez	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/7/23	002780	G 00000.0	100%
71	# Christina	Monarrez	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$16.59/hr.	17	1	NTE: 8 hours per day.	8/17/22-6/7/23	002246	C 65000.0	100%
72	# Christina	Monarrez	Instructional Aide-Kindergarten Extra Hours	Bradoaks	Employ: To substitute as needed during the 2022-23 school year, to assist in assessments, preparation, and extra reading time.	\$15.80/hr.	15	1	NTE: 3 hours per day.	8/17/22-6/9/23	002616	C 30100.0	100%
73	# Letecia	Moreno Martinez	Instructional Aide - Special Education Extra Hours	CELC	Employ: Classroom coverage and preparation for the start of school.	\$21.29/hr.	17	6	NTE: 2 hour per day	7/1/22-6/30/23	004048	C 65000.0	100%
74	# Daizy	Murillo	Food Service Worker Extra Hours	Clifton	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000046	C 53100.0	100%
75	# Martha	Nordahl	Campus Assistant Extra Hours	Monroe	Employ: Site events and additional coverage as needed.	\$15.53/hr.	4	6	NTE: 46 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
76	# Sonia	Obregon	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: To assist as needed with instructional support.	\$19.28/hr.	15	5	NTE: 69 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
77	# Sonia	Obregon	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: To assist as needed with instructional preparation.	\$19.28/hr.	15	5	NTE: 69 hours total.	8/1/22-8/17/22	004164	C 32170.0	100%
78	# Bryna	Ocampo	Instructional Aide - Special Education Extra Hours	CELC	Employ: Classroom coverage and preparation for the start of school.	\$21.29/hr.	17	6	NTE: 2 hour per day	7/1/22-6/30/23	004048	C 65000.0	100%
79	# Maria	Ornelas	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: To assist as needed with instructional support.	\$20.26/hr.	15	6	NTE: 69 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
80	# Rosemarie	Orosco	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	001612	C 53100.0	100%
81	# Rosemarie	Orosco	Food Service Worker Extra Hours	Bradoaks	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000053	C 53100.0	100%
82	# Colleen	Partridge	Health Assistant II Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$26.60/hr.	26	6	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%
83	# Sagrario	Proels	Food Service Worker Extra Hours	Santa Fe	Employ: Extra hours as needed during the 2022-23 school year.	\$20.32/hr.	5-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000542	C 53100.0	100%
84	# Michael	Prussia	Food Service Manager Extra Hours	Plymouth	Employ: Extra hours as needed during the 2022-23 school year.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000191	C 53100.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
85	# Eva	Puccio	Clerical Assistant III Extra Hours	Special Education	Employ: Extra hours to assist due to vacant position.	\$22.93/hr.	22	5	NTE: 2 hour per day	8/8/22-9/30/22	003816 C	65000.0	100%
86	# Aya	Puffer	Instructional Aide - Behavior Extra Hours	Clifton	Employ: To cover lunch breaks and after school pick up.	\$22.93/hr.	20	6	NTE: 1 hour per day.	8/17/22-6/7/23	003934 C	65000.0	100%
87	# Lisa	Quintana	Food Service Worker Extra Hours	Santa Fe	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/7/23	000542 C	53100.0	100%
88	# Raquel	Ramirez	Food Service Worker Extra Hours	Santa Fe	Employ: Extra hours as needed during the 2022-23 school year.	\$19.94/hr.	4-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000542 C	53100.0	100%
89	# Raquel	Ramirez	Substitute Food Service Worker	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$19.94/hr.	4-G	6	NTE: 8 hours per day.	8/15/22-6/30/23	001612 C	53100.0	100%
90	# Mildred	Ramos	Food Service Manager Extra Hours	Santa Fe	Employ: Extra hours as needed during the 2022-23 school year.	\$23.51/hr.	21	6	NTE: 8 hours per day.	8/15/22-6/7/23	000237 C	53100.0	100%
91	# Jerad	Richard	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/30/23	002725 C	90221.0	100%
92	# Jared	Richard	Custodian Extra Hours	MHS	Employ: School events.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	000589 G	00000.0	100%
93	# Jerad	Richard	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$23.51/hr.	21	6	Hourly, as needed.	7/1/22-6/7/23	002713 G	00000.0	100%
94	# Tomasa	Rios	Food Service Manager Extra Hours	Bradoaks	Employ: Extra hours as needed during the 2022-23 school year.	\$22.79/hr.	15-G	3	NTE: 8 hours per day.	8/15/22-6/7/23	000381 C	53100.0	100%
95	# Sonia	Rizo	Substitute After School Activity Leader	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$16.63/hr.	15	2	NTE: 20 hours per week.	9/6/22-6/7/23	000299 C	60100.0	100%
96	# Sonia	Rizo	Campus Assistant Extra Hours	Monroe	Employ: Site events and additional coverage as needed.	\$15.53/hr.	4	6	NTE: 46 hours total.	8/17/22-6/30/23	004164 C	32170.0	100%
97	# Brenda	Rojas	Campus Assistant Extra Hours	Monroe	Employ: Site events and additional coverage as needed.	\$15.53/hr.	4	6	NTE: 46 hours total.	8/17/22-6/30/23	004164 C	32170.0	100%
98	# Yoceli	Romero	Substitute Campus Assistant	Bradoaks	Employ: To substitute as needed during the 2022-23 school year.	\$15.53/hr.	4	6	NTE: 4 hours per day.	8/17/22-6/9/23	003804 G	00000.0	100%
99	# Hilda	Roque	Food Service Worker Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000045 C	53100.0	100%
100	# Hilda	Roque	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	002554 C	90306.0	100%
101	# Kit	Ross	Instructional Assistant - Special Education Extra Hours	A.T.P.	Employ: To assist with students due to staff shortage.	\$23.51/hr.	21	6	NTE: 1 hour per day.	8/17/22-6/7/23	002981 C	65000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
102	# Erica	Sahatjian	Health Clerk Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$18.81/hr.	18	3	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%
103	# Jennifer	Sanchez	Food Service Worker Extra Hours	Mayflower	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000068	C 53100.0	100%
104	# Lydia	Sanchez	Instructional Aide-Kindergarten Extra Hours	Monroe	Employ: To assist as needed with instructional support.	\$16.63/hr.	15	2	NTE: 69 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
105	# Samantha	Sanchez-Mejia	Food Service Worker Extra Hours	Plymouth	Employ: Extra hours as needed during the 2022-23 school year.	\$15.53/hr.	12	2	NTE: 8 hours per day.	8/15/22-6/30/23	000165	C 53100.0	100%
106	# Brenda	Sandoval-Gonzales	Substitute Instructional Aide-Special Education	District-wide	Employ: To substitute as needed during the 2022-23 school year.	\$21.29/hr.	17	6	NTE: 8 hours per day.	8/17/22-6/7/23	002246	C 65000.0	100%
107	# Fawntaine	Saxton	Food Service Worker Extra Hours	Wild Rose	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000568	C 53100.0	100%
108	# Maria	Secaira-Molina	Campus Assistant Extra Hours	Monroe	Employ: Site events and additional coverage as needed.	\$15.53/hr.	4	6	NTE: 46 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
109	# Catherine	Shepherd	Food Service Worker Extra Hours	Clifton	Employ: Extra hours as needed during the 2022-23 school year.	\$18.81/hr.	12	6	NTE: 8 hours per day.	8/15/22-6/30/23	000046	C 53100.0	100%
110	# Martha	Solorzano	Instructional Aide - Behavior Extra Hours	MHS	Employ: To cover lunch breaks and after school pick up.	\$22.93/hr.	20	6	NTE: 1 hour per day.	8/17/22-6/7/23	003934	C 65000.0	100%
111	# Patti	Stevenson	Campus Assistant Extra Hours	Monroe	Employ: Site events and additional coverage as needed.	\$15.53/hr.	4	6	NTE: 46 hours total.	8/17/22-6/30/23	004164	C 32170.0	100%
112	# Richard	Tamez	Food Service Manager Extra Hours	Plymouth	Employ: Extra hours as needed during the 2022-23 school year.	\$26.45/hr.	15-G	6	NTE: 8 hours per day.	8/15/22-6/7/23	000191	C 53100.0	100%
113	# Rebecca	Taylor	Health Assistant II Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$26.60/hr.	26	6	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%
114	# Danielle	Torres	Food Service Worker Extra Hours	Monroe	Employ: Extra hours as needed during the 2022-23 school year.	\$19.19/hr.	2-G	6	NTE: 8 hours per day.	8/15/22-6/30/23	000541	C 53100.0	100%
115	# Ernesto	Torres	Custodian Extra Hours	MHS	Employ: Taylor Performing Arts Center rental events.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/30/23	002725	C 90221.0	100%
116	# Ernesto	Torres	Custodian Extra Hours	MHS	Employ: School events.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
117	# Ernesto	Torres	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$22.93/hr.	20	6	Hourly, as needed.	7/1/22-6/7/23	002713	G 00000.0	100%
118	# Jason	Travers	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
119	# Jonathan	Trujillo	Custodian Extra Hours	MHS	Employ: School events.	\$19.28/hr.	21	2	Hourly, as needed.	7/1/22-6/7/23	000589	G 00000.0	100%
120	# Jonathan	Trujillo	Custodian Extra Hours	MHS	Employ: Alarm calls.	\$19.28/hr.	21	2	Hourly, as needed.	7/1/22-6/7/23	002713	G 00000.0	100%

B. Supplemental Hours/Special Assignments (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
121	# Barblin	Villanueva	Food Service Worker Extra Hours	MHS	Employ: Catering.	\$17.38/hr.	2-G	4	NTE: 8 hours per day.	8/15/22-6/30/23	002554	C 90306.0	100%
122	# Barblin	Villanueva	Food Service Worker Extra Hours	MHS	Employ: Extra hours as needed during the 2022-23 school year.	\$17.38/hr.	2-G	4	NTE: 8 hours per day.	8/15/22-6/7/23	000045	C 53100.0	100%
123	# Dante	Vivanco	Student Worker	MHS	Employ: Transition Partnership Program.	\$15.00/hr.	Flat	Rate	NTE: 100 hours total.	9/1/22-12/30/22	002441	C 34100.0	100%
124	# Victoria	Walden	Health Clerk Extra Hours	District-wide	Employ: COVID contact tracing and reporting.	\$21.82/hr.	18	6	Hourly, as needed.	8/17/22-6/30/23	004052	C 58300.0	100%

C. Leaves of Absence

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
125	# Guadalupe	Contreras	Instructional Aide - Severe Disabilities	Mayflower	Approve: California Family Rights Act Leave.	\$2766.33/mo	18	4	6.46 hr./d.; 9 mo./yr.	9/12/22-10/24/22	002972	C 65002.0	100%
126	# Kenneth	Singleton	Director of Food Services	Food Services	Approve: Military Leave of Absence.	\$10129.65/mo.	31-S	6	8 hr./d.; 12 mo./yr.	9/28/22-11/2/23	000161	C 53100.0	100%

D. Resignations

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
127	Victoria	Banuelos	Senior Account Clerk	Fiscal Services	Voluntary resignation.	\$4412.05/mo	26-H	5	8 hr./d.; 12 mo./yr.	9/30/2022	000083	G 00000.0	100%
128	# Claudia	Garcia	Clerical Assistant I	Mayflower	Voluntary resignation.	\$19.28/hr.	17	4	3 hr./d.; 9 mo./yr.	9/22/2022	000869	G 00000.0	100%
129	# Holly	Lee	Instructional Assistant - Behavior 1:1	Plymouth	Voluntary resignation.	\$2812.46/mo	20	4	6.25 hr./d.; 9 mo./yr.	9/1/2022	003624	C 65000.0	100%
130	# Melissa	Moore	Campus Assistant	Wild Rose	Voluntary resignation.	\$15.53/hr.	4	6	2.2 hr./d.; 9 mo./yr.	6/16/2022	003796	G 00000.0	100%

E. Changes of Status

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
131	# Cynthia	Allen	Instructional Assistant - Behavior	Clifton	Increase in hours based on student need; transfer from Wild Rose.	\$3359.15/mo	20	6	6.76 hr./d.; 9 mo./yr.	8/17/2022	003644	C 65000.0	100%
132	# Maria	Avila	Instructional Assistant - Behavior	Clifton	Increase in hours based on student need; transfer from Bradoaks.	\$3359.15/mo	20	6	6.76 hr./d.; 9 mo./yr.	8/17/2022	003644	C 65000.0	100%
133	# Adriana	Calmer	Instructional Aide - Special Education	Bradoaks	Transfer from Plymouth.	\$2767.59/mo	17	6	6 hr./d.; 9 mo./yr.	8/29/2022	000855	C 65000.0	100%

Ratification
* Correction
G General Fund
C Categorical Fund

E. Changes of Status (continued)

	First Name	Last Name	Classification	Site/ Department	Action	Rate of pay	Range	Step	Hours	Effective	Position	Program	Percent
134 #	Holly	Carver	Instructional Aide - Special Education	Santa Fe	Increase in hours based on student need; transfer from Wild Rose.	\$2989.01/mo	17	6	6.48 hr./d.; 9 mo./yr.	9/2/2022	003416 C	65000.0	100%
135 #	Guadalupe	Contreras	Instructional Aide - Severe Disabilities	Mayflower	Increase in hours based on student need.	\$2766.33/mo	18	4	6.46 hr./d.; 9 mo./yr.	8/17/222	002972 C	65002.0	100%
136 #	Angelica	Flores	Instructional Aide - Special Education	Mayflower	Transfer from Santa Fe.	\$2998.23/mo	17	6	6.5 hr./d.; 9 mo./yr.	8/17/2022	003885 C	65000.0	100%
137 #	Steven	Fonseca	Instructional Aide - Severe Disabilities	MHS	Increase in hours based on student need; transfer from Clifton.	\$2669.03/mo	18	2	6.88 hr./d.; 9 mo./yr.	8/17/2022	002974 C	65002.0	100%
138 #	Stefanie	Hidalgo	Instructional Aide - Special Education	Mayflower	Transfer from Bradoaks.	\$2767.59/mo	17	6	6. hr./d.; 9 mo./yr.	8/29/2022	000673 C	65000.0	100%
139 #	Diana	Lee	Ltd. Term Assistant Food Service Manager	MHS	Limited term assignment to cover a vacant position.	\$2633.69/mo	19	4	6. hr./d.; 9 mo./yr.	8/15/22-until filled	002524 C	53100.0	100%
140 #	Holly	Lee	Instructional Assistant - Behavior	Plymouth	Transfer from Wild Rose.	\$2812.46/mo	20	4	6.25 hr./d.; 9 mo./yr.	8/17/2022	003624 C	65000.0	100%
141 #	Rosa	Manriquez	Ltd. Term Assistant Food Service Manager	MHS	Limited term assignment to cover a vacant position.	\$2669.31/mo	10-G	1	6. hr./d.; 9 mo./yr.	8/15/22-until filled	002524 C	53100.0	100%
142 #	Aya	Puffer	Instructional Assistant - Behavior	Clifton	Increase in hours based on student need; transfer from Braoaks.	\$3344.45/mo	20	6	6.73 hr./d.; 9 mo./yr.	8/17/2022	003644 C	65000.0	100%
143 #	Tomasa	Rios	Ltd. Term Food Service Manager	Bradoaks	Ltd. Term assignment to temporarily fill vacant position.	\$3950.54/mo	15-G	3	8 hr./d.; 9 mo./yr.	8/15/2022	003899 C	53100.0	100%
144 #	Spencer	Santos	Instructional Assistant - Behavior	Santa Fe	Increase in hours based on student need; transfer from Bradoaks.	\$3329.34/mo	20	6	6.7 hr./d.; 9 mo./yr.	8/17/2022	003626 C	65000.0	100%
145 #	Martha	Solorzano	Instructional Assistant - Behavior	MHS	Increase in hours based on student need; transfer from Santa Fe.	\$3468.48/mo	20	6	6.98 hr./d.; 9 mo./yr.	8/17/2022	003882 C	65000.0	100%
146 #	Jason	Vance	Instructional Assistant - Behavior	MHS	Increase in hours based on student need; transfer from Clifton.	\$3428.72/mo	20	6	6.9 hr./d.; 9 mo./yr.	8/17/2022	003882 C	65000.0	100%
147 #	Sara	Valenzuela	Clerical Assistant III	Adult Ed.	Rescind voluntary resignation.	\$4177.05/mo	22	6	8 hr./d.; 11 mo./yr.		001644 C	63910.0	100%
148 #	J. Albert	Zapata	Instructional Aide - Special Education	MHS	Increase in hours based on student need; transfer from Clifton.	\$3035.18/mo	17	6	6.58 hr./d.; 9 mo./yr.	8/17/2022	003483 C	65000.0	100%

F. Other

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

Ratification
* Correction
G General Fund
C Categorical Fund

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

15. 22/23-3023 - CONFERENCE/ IN-SERVICE ATTENDANCE AND TRAVEL

RECOMMENDATION

The Board of Education is requested to approve Travel and Conference Report #5.

Rationale:

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

ATTACHMENTS

- [09282022TravelConference.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
Conference/Inservice Attendance and Travel
Report # 5

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

- 1/ California School Public Relations Association,
Annual Conference
March 01 – March 4, 2022; San Diego, CA
Account#: 00.0-00000.0.00000-71500-5220-6010012
Estimated cost: \$1,965.99
(Registration: \$675.00; Meals: \$259.00; Lodging: \$673.24; Meals: \$259.00;
Mileage: \$158.75; Hotel Parking: \$200.00)
- Gustavo Olguin, Public Information Officer.

- 2/ California City School Superintendents Fall Conference 2022
October 13-14, 2022; Burlingame, CA
Account #: 00.0-00000.0.00000-71500-5220-6010012
Estimated cost: \$958.78
(Registration: \$195.00; Meals: \$111.00; Lodging: \$213.57; Airfare: \$349.21;
Airport Parking: \$50.00; Other: \$40.00)
- Ryan Smith, Superintendent of Schools.

GROUP B (Not within budget. Budget transfer required)

None

GROUP C (Within budget of Federal/Special programs)

None

GROUP D

4/

Ratification

(No cost to District)

National Federation of High School Sports Regional Conference
September 17 – September 21, 2022

Kauai, Hawaii

Account #: N/A

Estimated cost: \$0.00

Paula Hart-Rodas, Director of Secondary Educational Services.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

1. 22/23-1035 - 21st CENTURY CLASSROOM EDUCATIONAL TECHNOLOGY COMPONENTS FOR CANYON OAKS HIGH SCHOOL

RECOMMENDATION

The Board of Education is requested to approve quotes from CDW-G and HDTV Supply for the purchase of 21st century classroom technology and computer equipment for Canyon Oaks High School in support of improved schoolwide instruction and curriculum.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie____

Rationale:

Canyon Oaks High School has funds remaining from the California Comprehensive Support and Improvement (CSI) program that need to be spent. The purchase of the technology and equipment will improve the schoolwide instruction and curriculum at Canyon Oaks High School. The technology components are under separate sales orders. They include 15 HP EliteBooks, 7 NETEGEAR Ethernet Switches, 8 Poly Studio Video Conferencing Devices, 15 Screenbeam wireless video audio extenders, 21 Samsung 65" LED-backlit LCD TVs, 8 75" LED-backlit LCD TVs, 14 HDMI Transmitters, and other equipment.

Background:

California has provided CSI funds to improve graduation rates for alternative schools. The purchase of the equipment provides an excellent opportunity to utilize this funding and maintain the current 100% graduation rate for Canyon Oaks High School.

Budget Implication (\$ Amount):

No cost to the district will be incurred from the General Fund. CSI funds will be used to make the equipment and technology purchases. CSI funds must be expended by fall 2022.

Legal References:

Education Code 17604 requires all agreement and contracts to be approved or ratified by the Board of Education.

Additional Information:

Copies of the quotes are attached.

ATTACHMENTS

- [MCAS 21st Century Technology Quotes - 20220928.pdf](#)



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

LISA WOODS,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C8T021	9/23/2022	COHS 3D PRINTERS	1979658	\$11,165.79

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MakerBot Education Starter Kit Mfg. Part#: B2SCHOOLKIT UNSPSC: 23261507 Contract: E&I CNR01439 Catalog (CNR01439)	5	5652002	\$2,025.54	\$10,127.70

SUBTOTAL	\$10,127.70
SHIPPING	\$0.00
SALES TAX	\$1,038.09
GRAND TOTAL	\$11,165.79

PURCHASER BILLING INFO	DELIVER TO
Billing Address: MONROVIA UNIFIED SCHOOL DST ACCTS PAYABLE 325 E HUNTINGTON DR MONROVIA, CA 91016-6419 Phone: (626) 359-9181 Payment Terms:	Shipping Address: MONROVIA UNIFIED SCHOOL DISTRICT ATTN:LISA WOODS 1001 S. CALIFORNIA MONROVIA, CA 91016 Phone: (626) 359-9181 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Charleen Chu | (866) 339-5678 | charchu@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

HDTV Supply
 3835-R Thousand Oaks Blvd
 Unit 295
 Westlake Village, CA 91362
 (800) 841-9238
 Customerservice@hdtvsupply.com




Invoice for Manual/Phone Order# 6082

Date: 08/30/2022
Ship to: Monrovia Unified School District
 Arin Golestani
 325 East Huntington Drive
 Monrovia CA 91010-2451
 US United States
 (626) 471-2015
Amount: \$ 6650.87
Paid: Yes
Ship Via: UPS Ground

Order # 6082
Bill To: Monrovia Unified School District
 David C Conway
 325 East Huntington Drive
 Monrovia CA 91016
 US United States
 (626) 471-2015
E-Mail: lwoods@monroviaschools.net
Payment: Credit Card
Comments:

Name	Code	Qty	Unit Options Price	B/O
------	------	-----	--------------------	-----

<input type="checkbox"/> 	Build Your Own 4K HDMI Matrix Over IP with Mobile Apps Control	4KMatrix	1 \$6150.00 Pick 4K HDMI Transmitters (Sources) 14 - \$2100 Pick 4K HDMI Receivers (TVs) 27 - \$4050	
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Subtotal	\$ 6150.00
Shipping	\$ 55.00
Tax	\$ 445.87
Total	\$ 6650.87



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

LISA WOODS,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C8RPX1	9/19/2022	COHS 21STCENT	1979658	\$89,351.42

IMPORTANT - PLEASE READ

Fees applied to item(s): 6813998, 6000633, 5995955

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteBook x360 1040 G8 Notebook - 14" - Core i5 1145G7 - Evo vPro - 16 G Mfg. Part#: 605D6UT#ABA Contract: E&I CNR01439 Catalog (CNR01439)	15	6813998	\$2,017.23	\$30,258.45
NETEGEAR 8-port Gigabit Ethernet Unmanaged Switch (GS308) Mfg. Part#: GS308-300PAS UNSPSC: 43222612 Contract: E&I CNR01439 Catalog (CNR01439)	7	5491141	\$22.74	\$159.18
Poly Studio - Video Conferencing Device Mfg. Part#: 7200-85830-001 UNSPSC: 45111902 Contract: E&I CNR01439 Catalog (CNR01439)	8	5444350	\$842.65	\$6,741.20
LIGHTSPEED REDCAT W FLEXMIKE Mfg. Part#: RCN-FS Contract: E&I CNR01439 Catalog (CNR01439)	7	6628379	\$1,484.79	\$10,393.53
Screenbeam 1000 EDU - wireless video audio extender - 802.11ac Mfg. Part#: SBWD1000EDU UNSPSC: 43201559 Contract: E&I CNR01439 Catalog (CNR01439)	15	5635534	\$539.18	\$8,087.70
Samsung BE65T-H BET-H Pro TV Series - 65" LED-backlit LCD TV - 4K - for dig Mfg. Part#: BE65T-H Contract: California NVP Audio Video Equipment and Supplies (7-21-70-48-03)	21	6000633	\$635.83	\$13,352.43
CDW Product Protection-Standard-5 Years-Television	21	6027233	\$82.24	\$1,727.04

QUOTE DETAILS (CONT.)

Mfg. Part#: CDW1050TVSTESPTYO60D

Electronic distribution - NO MEDIA

Contract: E&I CNR01439 Catalog (CNR01439)

Samsung BE75T-H BET-H Pro TV Series - 75" LED-backlit LCD TV - 4K - for dig

8

5995955

\$970.78

\$7,766.24

Mfg. Part#: BE75T-H

Contract: California NVP Audio Video Equipment and Supplies
(7-21-70-48-03)**CDW Product Protection-Standard-5 Years-Television**

8

6027306

\$95.78

\$766.24

Mfg. Part#: CDW1400TVSTESPTYO60D

Electronic distribution - NO MEDIA

Contract: E&I CNR01439 Catalog (CNR01439)

StarTech.com Low-Profile TV Wall Mount - Tilting - For 37 to 75 Displays

29

4693064

\$62.48

\$1,811.92

Mfg. Part#: FPWTLTBAT

UNSPSC: 31162313

Contract: E&I CNR01439 Catalog (CNR01439)

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6813998	15	654809	\$4.00	\$60.00
RECYCLING FEE 35" AND OVER Fee Applied to Item: 6000633,5995955	29	654813	\$6.00	\$174.00

SUBTOTAL \$81,063.93**SHIPPING** \$0.00**RECYCLING FEE** \$234.00**SALES TAX** \$8,053.49**GRAND TOTAL** **\$89,351.42****PURCHASER BILLING INFO****Billing Address:**MONROVIA UNIFIED SCHOOL DST
ACCTS PAYABLE
325 E HUNTINGTON DR
MONROVIA, CA 91016-6419
Phone: (626) 359-9181**Payment Terms:****DELIVER TO****Shipping Address:**MONROVIA UNIFIED SCHOOL DISTRICT
ATTN:LISA WOODS
1001 S. CALIFORNIA
MONROVIA, CA 91016**Phone:** (626) 359-9181**Shipping Method:** UPS Ground (1 - 2 Day)**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515**Sales Contact Info**Charleen Chu | (866) 339-5678 | charchu@cdwg.com

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Don't forget to checkout with Pay by Invoice - with no interest or fees.

Shopping Cart

Subtotal (8 items): **\$1,912.00**

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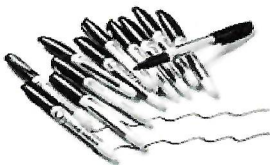
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Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

2. 22/23-1039 - PUBLIC HEARING FOR COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) PARTNERSHIP AGREEMENT WITH CITRUS COMMUNITY COLLEGE DISTRICT AND ADOPTION

RECOMMENDATION

The Board of Education is requested to hold a public hearing to take testimony from the public and discuss the College and Career Access Pathways (CCAP) Partnership Agreement between Citrus Community College District and Monrovia Unified School District for a dual enrollment Early College program prior to adoption.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

As part of the vision of the Monrovia Unified School District (MUSD) that students graduate from high school prepared for college and/or career and the goal of increasing student achievement, Educational Services is bringing forward for public discussion a College and Career Access Pathways (CCAP) Partnership Agreement with Citrus Community College District as specified in Assembly Bill 288, Chapter 618. Under the provisions of AB 288, Section 1(d), dual enrollment partnerships represent a strategy to provide critical support for underachieving students, those under-represented in post-secondary education, those seeking advanced studies while in high school, and those seeking a career technical education credential or certificate. Further, this CCAP Partnership Agreement offers or expands dual enrollment opportunities for high school students who may not already be college bound or who are under-represented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or assisting high school pupils to achieve college and career readiness. The dual enrollment Early College program for the spring term will provide four (4) sections to our secondary students. They will have the ability to simultaneously earn transferable college credit and high school credit as dual enrollment students.

Background:

Citrus Community College District and MUSD have had some degree of Early College course offerings over the last several years. This College and Career Access Pathways Partnership Agreement would continue the robust Early College program resulting in an option for students to complete the Intersegmental General Education Transfer Curriculum (IGETC) certificate. The IGETC certificate would allow students to apply to college with 60 college units completed and the General Education requirements for many college majors. This is a renewal of the three-year CCAP Partnership Agreement that was approved by the board on August 28, 2019.

Budget Implication (\$ Amount):

There is no cost to the district for this agreement.

Legal References:

AB 288, Section 2; Education Code Section 76004; Assembly Bill 104; Assembly Bill 128; and Senate Bill 103.

Additional Information:

A copy of the College and Career Access Pathways (CCAP) Partnership Agreement is attached.

ATTACHMENTS

- [AB 288 CCAP Agreement - 20220824.pdf](#)

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT**

This Agreement outlines the College and Career Access Pathways (CCAP) Partnership Agreement (hereafter “AGREEMENT”) between Citrus Community College District (hereafter “COLLEGE DISTRICT”) and the Monrovia Unified School District (hereafter “SCHOOL DISTRICT”).

1. LEGAL AUTHORITY

WHEREAS, the mission of the COLLEGE DISTRICT includes providing innovative educational opportunities and student support services that lead to the successful completion of degrees, transfer, career/technical education and basic skills proficiency; and

WHEREAS, the SCHOOL DISTRICT is a public school district serving grades 9-12 located within the regional service area of the COLLEGE DISTRICT, unless otherwise specified and agreed to as specified in AB 288 Sec. 2, Education Code Section 76004 (e); and

WHEREAS, dual enrollment partnerships represent a “strategy to provide critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate” *AB 288 Section 1 (d)*; and

WHEREAS, the COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this CCAP Partnership Agreement for purposes consistent with the provisions of AB 288, “offering or expanding dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness;” and

WHEREAS, the Governing Boards of each district, at an open public meeting of that board, presented the AGREEMENT as an informational item; and at a subsequent open public meeting of that Board took comments from the public and approved the AGREEMENT;

COLLEGE DISTRICT Board Meetings:

- a. Information Board Meeting Date June 21, 2022
- b. Public Hearing Board Meeting Date August 16, 2022

SCHOOL DISTRICT Board Meetings:

- a. Information Board Meeting Date August 24, 2022
- b. Public Hearing Board Meeting Date September 28, 2022

NOW THEREFORE, the COLLEGE DISTRICT and SCHOOL DISTRICT agree to the terms outlined in this AGREEMENT.

2. TERMS OF CCAP PARTNERSHIP

2.1 College and Career Access Pathways (CCAP) Partnership

- a. The COLLEGE DISTRICT shall not enter into a College and Career Access Pathways (CCAP) partnership with a school district within the service area of another community college district except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership. *AB 288 Sec. 2, EC § 76004(c)*
 - i. If the course(s) will be located outside the boundaries of the COLLEGE DISTRICT, the COLLEGE DISTRICT must comply with the requirements of Title 5, sections 55300 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.
- b. By mutual agreement, the SCHOOL DISTRICT and the COLLEGE DISTRICT will develop College and Career Access Pathways which represent aligned, sequenced series of college-level courses to facilitate associate degree completion, four-year transfer (i.e., UC, CSU), or completion of a credential or certificate in career and technical education.
- c. The Governing Board of COLLEGE DISTRICT, prior to establishing a vocational or occupational training program (career technical education programs), shall conduct a job market study of the labor market area, and determine whether or not the results justify the proposed vocational education program. *EC § 78015 et seq*
- d. The SCHOOL DISTRICT and the COLLEGE DISTRICT will collaborate in a College and Career Access Pathways (CCAP) Partnership throughout the term of this AGREEMENT to offer CCAP courses to eligible students within the SCHOOL DISTRICT.
 - i. The COLLEGE DISTRICT is responsible for the educational program(s) and/or course(s) offered on-site at the SCHOOL DISTRICT.
- e. A description of the College and Career Access Pathways included under this AGREEMENT is appended to the document and shall be known as Appendix A. Any updates to Appendix A, by mutual agreement of the SCHOOL DISTRICT and the COLLEGE DISTRICT, shall be in accordance with AB 288 Sec. 2, Education Code Section 76004 and shall be submitted to the Chancellor's Office in accordance with applicable instructions.
- f. Enrollment in CCAP courses offered as part of this AGREEMENT at the SCHOOL DISTRICT during the regular school day will be limited to high school students in the SCHOOL DISTRICT. *AB 288 Sec. 2, EC § 76004(o)(1)*

2.2 CCAP Course Instruction

- a. Students enrolled in CCAP courses offered as part of this AGREEMENT shall be held to the same behavioral standards and standards of academic achievement as those expected of students in classes offered at the COLLEGE DISTRICT campus.
- b. The scope, nature, time, location and listing of courses to be offered by the COLLEGE DISTRICT at any school within the SCHOOL DISTRICT will be appended to this document each term during the duration of this AGREEMENT and shall be known as Appendix B. The original submission of this document to the Chancellor's Office shall include Appendix B, and subsequent submissions of Appendix B shall be in accordance with Chancellor's Office instructions.
- c. The COLLEGE DISTRICT shall not provide physical education course opportunities to students at the SCHOOL DISTRICT or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a) of AB 288 Sec. 2, Education Code Section 76004. *AB 288 Sec. 2, EC § 76004 (d)*
- d. The COLLEGE DISTRICT shall ensure that instruction to be claimed for unit credit under this AGREEMENT is under the immediate supervision and control of an employee of the COLLEGE DISTRICT who has met the minimum qualifications for instruction in the approved course discipline(s) as specified by the California Community Colleges Chancellor's Office. www.cccco.edu
- e. By mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, SCHOOL DISTRICT personnel who meet Chancellor's Office minimum qualifications may be selected to provide instruction for CCAP courses offered as part of this AGREEMENT.
- f. The COLLEGE DISTRICT shall be employer of record for all CCAP instructors, regardless of whether the COLLEGE DISTRICT or SCHOOL DISTRICT assumes responsibility for payment of instructors.
- g. Courses offered in SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE DISTRICT.
- h. COLLEGE DISTRICT courses offered in SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE DISTRICT campus.
- i. Courses with low enrollment may be cancelled by mutual agreement between the COLLEGE DISTRICT and the SCHOOL DISTRICT. Should low enrollment be observed, the COLLEGE DISTRICT will contact the SCHOOL DISTRICT at least 10 days prior to the start of the course to discuss conditions and work toward a final agreement on how to proceed.

- j. Where the instructor of a CCAP course offered as part of this AGREEMENT is not a paid employee of the COLLEGE DISTRICT, the COLLEGE DISTRICT shall maintain an additional agreement/contract with each instructor requiring attendance to be reported by the instructor and stating that the COLLEGE DISTRICT has the primary right to control and direct the instructional activities of the instructor. The instructor will be required to complete the Citrus College CCAP Faculty Assignment Form.
 - i. As employer of record for instructors of CCAP classes offered as part of this AGREEMENT, the COLLEGE DISTRICT shall direct and control instructional activities through such actions as providing instructors with orientations, manuals, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its on-campus instructors.
- k. The COLLEGE DISTRICT shall ensure that the instruction of courses offered as part of this CCAP Partnership AGREEMENT adheres to the official course outline of record and the student learning outcomes established by the associated COLLEGE DISTRICT academic department. Appendix B shall include the course outline of record for each course identified therein.
- l. The COLLEGE DISTRICT shall conduct formal evaluation of instructors of CCAP courses in accordance with its district policies and local collective bargaining agreements, as well as applicable local, state, and federal mandates in effect at the time in which instruction occurred.
- m. The SCHOOL DISTRICT shall designate personnel at each participating school campus (e.g., Principal) to provide on-site supervision of activity related to the CCAP partnership.
- n. The COLLEGE DISTRICT and SCHOOL DISTRICT shall ensure that instructors of CCAP classes do not have any other assigned duty during the instructional activity and that they are able to provide supervision and control necessary for the protection of the health and safety of students. As a general rule, instructors must be physically present in the classroom or lab or within line-of-sight of the students.
- o. Within the context of the CCAP Partnership with the SCHOOL DISTRICT, the COLLEGE DISTRICT may enroll a special part-time student in up to a maximum of 15 units per term so long as the units constitute no more than four (4) classes per term per school within the SCHOOL DISTRICT.
- p. The maximum student enrollment per class for CCAP courses offered as part of this AGREEMENT shall be established in accordance with COLLEGE DISTRICT policies and local collective bargaining agreements in effect at the time in which the course is offered.

- q. The COLLEGE DISTRICT shall compensate each CCAP instructor in accordance with the collective bargaining agreement between the COLLEGE DISTRICT and the Citrus College Adjunct Federation Agreement.
- r. If necessary, substitute faculty must be approved by COLLEGE DISTRICT using the same process and will be subject to the same terms of this agreement, described herein.
- s. The CCAP instructor shall maintain records of student attendance and achievement. These records shall be subject to review, upon request, by officials for the COLLEGE DISTRICT in accordance with existing policies related to student records. The CCAP instructor will comply and adhere to COLLEGE DISTRICT deadlines.
- t. In cooperation with SCHOOL DISTRICT, COLLEGE DISTRICT shall inform SCHOOL DISTRICT of student misconduct. The instructor of record is to comply with COLLEGE DISTRICT policies pertaining to student conduct, academic integrity, and discipline.

2.3 Educational Facilities

- a. The SCHOOL DISTRICT shall provide adequate classroom space to conduct the instruction at its facilities, or other location mutually agreed upon by the COLLEGE DISTRICT and the SCHOOL DISTRICT.
 - i. If CCAP courses will be offered at a charter school site, the SCHOOL DISTRICT shall submit to the COLLEGE DISTRICT documentation that the site facilities have been certified as compliant with the Field Act of the California Education Code.
- b. Subject to mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT, the COLLEGE DISTRICT facilities may be used as expressed in Appendix B for any given term.
- c. Joint facilities use, solely as specified by the terms of this AGREEMENT, shall be extended at no charge to either party for activity directly related to the CCAP partnership.

2.4 Student Eligibility

- a. The COLLEGE DISTRICT and SCHOOL DISTRICT identify the following student populations as able to benefit from courses offered under this AGREEMENT: 1) underachieving students, 2) students from groups underrepresented in postsecondary education, 3) students seeking advanced studies

while in high school, and 4) students seeking a credential/certificate in career and technical education. *AB 288 Sec. 2, EC § 76004(c)(1)*

- b. A high school student interested in enrolling in a CCAP course offered under this AGREEMENT must apply to the COLLEGE DISTRICT and submit a *Citrus College Concurrent Enrollment Authorization Form* signed by his/her parent and by the high school principal, counselor, or other designated personnel.
 - i. By endorsing a high school student's Concurrent Enrollment Application, the SCHOOL DISTRICT certifies its determination that the student has the potential for success in coursework offered by the COLLEGE DISTRICT.
- c. Enrollment shall be open to any eligible student within the SCHOOL DISTRICT who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements as specified in Appendix B for the term for which s/he is enrolled. Applicable prerequisite courses, training, or experience which are required as preparation for courses offered through this AGREEMENT will be determined by the COLLEGE DISTRICT and shall be in compliance with applicable law and COLLEGE DISTRICT policies and standards.

2.5 Student Registration and Enrollment

- a. The COLLEGE DISTRICT shall provide the necessary college application and registration forms currently in effect for dual enrollment under this AGREEMENT.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall collaborate to provide ancillary and support service in the areas of outreach and recruitment, assessment, placement, counseling, tutoring, and other related services as necessary.
- c. The COLLEGE DISTRICT shall be responsible for processing student applications for dual enrollment under this AGREEMENT.
- d. The SCHOOL DISTRICT with assistance from the COLLEGE DISTRICT, shall recruit and select students for the CCAP program and adhere to COLLEGE DISTRICT timelines.
- e. The SCHOOL DISTRICT shall ensure that students have applied to COLLEGE DISTRICT and shall provide a list to COLLEGE DISTRICT of all students to be enrolled in each course section.
- f. A student who has been admitted to the COLLEGE DISTRICT and who meets applicable prerequisite requirements for CCAP coursework as specified in Appendix B may enroll in a maximum of 15 units per term if all of the following circumstances are satisfied *AB 288 Sec.2, EC § 76004(p)*:
 - i. The units constitute no more than four COLLEGE DISTRICT courses per term

- ii. The units are part of an academic program that is part of the CCAP partnership agreement outlined in this AGREEMENT
 - iii. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential
- g. Students enrolled in CCAP courses offered as part of this AGREEMENT will be directed to the official catalog of the COLLEGE DISTRICT for information regarding applicable academic policies and procedures.
- h. A student who withdraws from a CCAP course offered as part of this AGREEMENT will not receive credit for that course from the COLLEGE DISTRICT.
- i. Grades earned by students enrolled in CCAP courses offered as part of this AGREEMENT will be posted on the student's official COLLEGE DISTRICT transcript.

2.6 Student Fees and Instructional Materials

- a. High school students enrolled in CCAP courses offered as part of this AGREEMENT shall not be assessed any fee that is prohibited by Section 49011 of the California Education Code. *AB 288 Sec. 2, EC § 76004(f)*
- iv. The total cost of textbooks and other instructional materials for CCAP courses shall be specified in Appendix B of this AGREEMENT. The SCHOOL DISTRICT shall assume responsibility for the cost of all instructional materials.
 - v. Textbooks are normally adopted for a minimum of three years. Once selected, textbooks for any given course will not change due to a change in the instructor. Any change in textbook outside of the three-year adoption period initiated by a COLLEGE DISTRICT employee will be at the expense of the COLLEGE DISTRICT.
- b. High school students enrolled in a CCAP course offered as part of this AGREEMENT and who are properly classified as having "special part-time student" status as described in AB 288 Sec.2, Education Code Section 76004(p) and item 2.5(d) above shall be exempt from the following COLLEGE DISTRICT fee requirements *AB 288 Sec.2, EC § 76004(q)*:
- i. Student Representation Fee (*EC § 76060.5*);
 - ii. Nonresident Tuition Fee (*EC § 76140*);

- iii. Transcript Fees (*EC § 76223*);
 - iv. Course Enrollment Fees (*EC § 76300*); and
 - v. Apprenticeship Course Fees (*EC § 76350*).
- c. In accordance with COLLEGE DISTRICT policies, high school students enrolled in a course offered through this AGREEMENT may be assessed fees that are not prohibited by Section 49011 of the California Education Code and are otherwise permitted pursuant to the Education Code.

2.7 Student Records

- a. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- c. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- d. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- e. In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

2.8 Regulatory Reporting

- a. The COLLEGE DISTRICT shall be responsible for the following as they relate to CCAP courses offered as part of this AGREEMENT:

- i. Employer of record for purposes of assignment monitoring and reporting to the county office of education; and
 - ii. Reporting responsibilities pursuant to applicable federal teacher quality mandates.
- b. The COLLEGE DISTRICT and the SCHOOL DISTRICT shall report annually to the California Community Colleges Chancellor's Office all of the following information:
 - i. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. *AB 288 Sec. 2, EC § 76004(t)(1)(A)*
 - ii. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(B)*
 - iii. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. *AB 288 Sec. 2, EC § 76004(t)(1)(C)*
 - iv. The total number of full-time equivalent students generated by CCAP partnership community college district participants. *AB 288 Sec. 2, EC § 76004(t)(1)(D)*

2.9 State Apportionment

- a. The COLLEGE DISTRICT shall include students enrolled in CCAP courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) comply with current requirements for dual enrollment under applicable California law.
 - i. The COLLEGE DISTRICT may limit enrollment in a course solely to eligible high school students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the course is offered pursuant to this AGREEMENT. *AB 288 Sec. 2, EC § 76004(o)(1)*
 - ii. For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to AB 288 Sec. 2, Education Code Section 76004 (p)(1) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. *AB 288 Sec. 2, EC § 76004(o)(1)*

- b. Neither the COLLEGE DISTRICT nor the SCHOOL DISTRICT shall receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. *AB 288 Sec. 2, EC § 76004(r)*
- c. The number of full-time equivalent students (FTES) that the COLLEGE DISTRICT will claim per term per school for CCAP courses offered as part of this AGREEMENT will vary depending upon the particular course(s) offered and the number of students enrolled in any given term. Course details (e.g., course name, course title, number of units) for any given term in which CCAP courses are offered at the SCHOOL DISTRICT can be found in Appendix B of this AGREEMENT.

2.10 Other Procedures, Terms, and Conditions

- a. The COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with current information pertaining to the procedures, terms, and conditions specified by its Governing Board regarding the following:
 - i. Enrollment period;
 - ii. Student fees;
 - iii. Number of class hours sufficient to meet the stated performance objectives (if applicable);
 - iv. Supervision and evaluation of students; and
 - v. Withdrawal of students prior to completion of a course of program.

Current COLLEGE DISTRICT policies and procedures are accessible on the college website at www.citruscollege.edu

- b. The COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to applicable procedures, terms, and conditions set forth by federal, state, and local regulations related to CCAP partnerships.
- c. The COLLEGE DISTRICT shall assess the CCAP partnership and the provisions of this AGREEMENT in accordance with COLLEGE DISTRICT guidelines regarding the review of its programs and partnership agreements.

3. CERTIFICATIONS

- 3.1** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in

Section 87011. All instructors employed by the COLLEGE DISTRICT must comply with the fingerprinting requirements set forth in the Education Code and COLLEGE DISTRICT board policies. *AB 288 Sec. 2, EC § 76004(h)*

- 3.2** This AGREEMENT certifies that any COLLEGE DISTRICT instructor teaching a CCAP course at the SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. *AB 288 Sec. 2, EC § 76004(i)*
- 3.3** This AGREEMENT certifies that a qualified SCHOOL DISTRICT teacher teaching a CCAP course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE DISTRICT faculty member teaching the same course at the partnering COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(j)*
- 3.4** This AGREEMENT certifies that both the COLLEGE DISTRICT and the SCHOOL DISTRICT comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications and evaluation of the teacher or faculty member teaching a CCAP partnership course offered for high school credit. *AB 288 Sec. 2, EC § 76004(l)*
- 3.5** This AGREEMENT certifies that any remedial course taught by COLLEGE DISTRICT faculty at the SCHOOL DISTRICT campus as part of a CCAP partnership shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. *AB 288 Sec. 2, EC § 76004(n)*
- 3.6** The COLLEGE DISTRICT certifies that:

 - a. Degree and certificate programs offered by the COLLEGE DISTRICT have been approved by the California Community Colleges Chancellor's Office; courses that constitute the programs are part of the approved programs, or the COLLEGE DISTRICT has received delegated authority to separately approve those courses locally. *CCR, Title5, § 58050(a)(1)*
 - b. A COLLEGE DISTRICT course offered for college credit at the SCHOOL DISTRICT campus does not reduce access to the same course offered at the COLLEGE DISTRICT campus. *AB 288 Sec. 2, EC § 76004(k)(1)*
 - c. A COLLEGE DISTRICT course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership. *AB 288 Sec. 2, EC § 76004(k)(2)*

- d. Participation in a CCAP partnership is consistent with the core mission of the COLLEGE DISTRICT pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE DISTRICT. *AB 288 Sec. 2, EC § 76004(k)(3)*
- e. The COLLEGE DISTRICT does not receive full compensation for the direct education costs of the course(s) offered as part of this AGREEMENT from any public or private agency, individual, or group. *EC § 84752; CCR, Title5, § 58051.5*
- f. The COLLEGE DISTRICT is responsible for obtaining certification from the SCHOOL DISTRICT verifying that the instructional activity to be conducted will not be fully funded by other sources. *EC § 84752; CCR, Title5, § 58051.5*

4. INDEMNIFICATION

- 4.1 The COLLEGE DISTRICT agrees to indemnify, defend, and hold harmless the SCHOOL DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the COLLEGE DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the COLLEGE DISTRICT's property or any property in the care, custody or control of the COLLEGE DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the COLLEGE DISTRICT, its officials, officers, employees, or other agents.
- 4.2 The SCHOOL DISTRICT agrees to indemnify, defend, and hold harmless the COLLEGE DISTRICT and its elected officials, appointed officers, employees, and other agents from and against any and all claims, liabilities, expenses, damages, defense costs, and reasonable legal fees resulting from the SCHOOL DISTRICT's operations or its services provided under this AGREEMENT, including without limitation bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of the SCHOOL DISTRICT's property or any property in the care, custody or control of the SCHOOL DISTRICT. The obligation to indemnify shall extend to all claims and losses that arise from acts of negligence by the SCHOOL DISTRICT, its officials, officers, employees, or other agents.

5. NON-DISCRIMINATION

- 5.1 It is the policy of the COLLEGE DISTRICT to provide fair and equitable treatment of all individuals participating in its programs without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- 5.2 The COLLEGE DISTRICT is committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. The COLLEGE DISTRICT and the SCHOOL DISTRICT share in the responsibility of providing a

harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

6. INSURANCE

- 6.1** Each Party shall, during the term of this agreement, maintain in force the policies set forth in and required by each Party's use permit policies. All policies, endorsements and certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon the Effective Date of this agreement.

7. CCAP POINTS OF CONTACT

- 7.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT shall each appoint an educational administrator, as identified in Appendix B of this AGREEMENT, to serve as designated point of contact for the CCAP Partnership.
- 7.2** The COLLEGE DISTRICT and the SCHOOL DISTRICT are each responsible for providing immediate written notification to the other party regarding any changes in contact information over the course of any given term.

8. FILING OF CCAP PARTNERSHIP AGREEMENT

- 8.1** A copy of this AGREEMENT shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership between the COLLEGE DISTRICT and the SCHOOL DISTRICT.
- 8.2** Any revision and subsequent submission of this AGREEMENT (including any appendices) shall be by mutual agreement of the COLLEGE DISTRICT and the SCHOOL DISTRICT and shall be in accordance with the California Community Colleges Chancellor's Office instructions.

9. TERM OF CCAP PARTNERSHIP AGREEMENT

- 9.1** The term of this AGREEMENT shall be for four years beginning on the start date for the term first identified in Appendix B and shall be renewable annually unless otherwise cancelled or terminated by the COLLEGE DISTRICT or the SCHOOL DISTRICT pursuant to Section 10 of this AGREEMENT.

10. CANCELLATION AND TERMINATION OF CCAP PARTNERSHIP AGREEMENT

- 10.1** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may cancel this AGREEMENT for convenience with a minimum 30-day written notice prior to the start

of any course(s) to be offered as part of the CCAP partnership.

- 10.2** Either the COLLEGE DISTRICT or the SCHOOL DISTRICT may terminate this AGREEMENT for convenience with a minimum 30-day written notice specifying the date and scope of such termination. Such notice of termination shall not affect students currently enrolled in CCAP courses offered as part of this AGREEMENT.

11. NOTICES

- 11.1** Any and all notices required to be given hereunder shall be deemed given when personally delivered to the other party or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, at the following addresses and to the attention of the persons indicated below.

COLLEGE DISTRICT

Citrus Community College District
1000 West Foothill Boulevard
Glendora, California 91741-1885
ATTN: Ms. Claudette Dain, Vice President of Finance and Administrative Services

SCHOOL DISTRICT

Monrovia Unified School District
325 East Huntington Drive
Monrovia, California 91016
ATTN: Dr. Paula Hart Rodas, Director of Secondary Educational Services
and/or Dr. Gregoire Francois Deputy Superintendent

12. ACCEPTANCE OF FACSIMILE SIGNATURES

- 12.1** The COLLEGE DISTRICT and the SCHOOL DISTRICT agree that agreements ancillary to this AGREEMENT and related documents to be entered into in connection with this AGREEMENT will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

13. GOVERNING LAW

- 13.1** This AGREEMENT has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this Agreement will be in Los Angeles County.

14. SEVERABILITY

- 14.1** If any provisions of this AGREEMENT are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, the

COLLEGE DISTRICT and the SCHOOL DISTRICT agree to renegotiate such provisions accordingly.

15. AUTHORIZATION WARRANTY

15.1 The COLLEGE DISTRICT and the SCHOOL DISTRICT hereby represent and warrant that the persons executing this AGREEMENT for each District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation set forth in this AGREEMENT and that all requirements of the District have been fulfilled to provide such actual authority.

16. COUNTERPARTS

16.1 This AGREEMENT may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF, the COLLEGE DISTRICT and the SCHOOL DISTRICT have caused this AGREEMENT to be subscribed in its behalf by its duly authorized officers, the day, month, and year indicated below.

Citrus Community College District

By: _____ Date _____
Claudette Dain
Vice President, Finance and Administrative Services

Monrovia Unified School District

By: _____ Date _____
Ryan D. Smith, Ed.D.
Superintendent

APPENDIX A

Pursuant to California Assembly Bill No. 288, the COLLEGE DISTRICT and SCHOOL DISTRICT enter into this partnership agreement to offer College and Career Pathways (CCAPs) to high school students for the purposes of expanding dual enrollment opportunities to facilitate college and career readiness, particularly among students who may not already be college-bound or who are underrepresented in higher education.

The goal of the CCAP partnership is to offer seamless pathways from high school to community college to promote: 1) academic preparation for transfer to four-year colleges/universities; and/or 2) completion of career and technical education programs for entry into the workforce.

The following pathways are included in the CCAP partnership agreement between the COLLEGE DISTRICT and SCHOOL DISTRICT:

1. CSU GE-Breadth Certification Pathway*

This pathway includes COLLEGE DISTRICT courses which have been approved to meet one of the General Education Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system.

2. Intersegmental General Education Transfer Curriculum (IGETC) Pathway**

This pathway includes COLLEGE DISTRICT courses which have been approved to meet the lower-division general education requirements at any CSU or University of California campus.

** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for CSU GE-Breadth Certification in the semester in which they are offered.*

*** The specific courses offered during any particular term may vary. All courses offered within this pathway shall represent courses approved for the Intersegmental General Education Transfer Curriculum (IGETC) for UC and CSU in the semester in which they are offered.*

APPENDIX B – INITIAL SUBMISSION

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1. History of Rock and Roll	MUSE 113	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Introduction to the Administration of Justice	AJ 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Spanish I	SPAN 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4. Physical Oceanography	ESCI 130	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
5. Introduction to Psychology	PSY 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
6. Reading and Composition, Enhanced	ENGL 101E	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
7. History of Rock and Roll	MUSE 113	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
8. Principles of Macroeconomics	ECON 101	<input type="checkbox"/> Summer <input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
9. Human Genetics	BIOL 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
10. Cultural Geography	GEOG 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
11. Spanish II	SPAN 102	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
12. Public Address	SPCH 101	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
13. American Government and Politics	POLI 103	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
14. Introduction to Cultural Anthropology	ANTH 210	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
15. Motion Picture Appreciation	ART 199	<input type="checkbox"/> Summer <input type="checkbox"/> Fall <input checked="" type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
16. Strategies for College Success	COUN 160	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
17. Topics in Contemporary Art	ART 105	<input checked="" type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock and Roll	TBD	TBD	TBD	TBD
2. Introduction to the Administration of Justice	TBD	TBD	TBD	TBD
3. Spanish I	TBD	TBD	TBD	TBD
4. Physical Oceanography	TBD	TBD	TBD	TBD
5. Introduction to Psychology	TBD	TBD	TBD	TBD
6. Reading and Composition, Enhanced	TBD	TBD	TBD	TBD
7. History of Rock and Roll	TBD	TBD	TBD	TBD
8. Principles of Macroeconomics	TBD	TBD	TBD	TBD
9. Human Genetics	TBD	TBD	TBD	TBD
10. Cultural Geography	TBD	TBD	TBD	TBD
11. Spanish II	TBD	TBD	TBD	TBD
12. Public Address	TBD	TBD	TBD	TBD
13. American Government and Politics	TBD	TBD	TBD	TBD
14. Introduction to Cultural Anthropology	TBD	TBD	TBD	TBD
15. Motion Picture Appreciation	TBD	TBD	TBD	TBD
16. Strategies for College Success	TBD	TBD	TBD	TBD

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
17. Topics in Contemporary Art	TBD	TBD	TBD	TBD

COLLEGE DISTRICT

Dr. Eric Rabitoy
 Dean, Natural and Physical Sciences
 Citrus Community College District
 1000 West Foothill Boulevard
 Glendora, California 91741-1885

SCHOOL DISTRICT

Ryan D. Smith, Ed.D.
 Superintendent
 Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, California 91016

APPENDIX B – SUBMISSION FOR FALL/2022 [INSERT TERM(S)/YEAR]

Appendix B must be completed and submitted for each term during which COLLEGE DISTRICT coursework is offered at the SCHOOL DISTRICT as part of a College and Career Access Pathways (CCAP) partnership governed by California Assembly Bill No. 288, Chapter 618.

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	INSTRUCTOR PAID BY:	LOCATION
1. History of Rock and Roll	MUSE 113	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Introduction to the Administration of Justice	AJ 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Spanish I	SPAN 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4. Physical Oceanography	ESCI 130	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
5. Introduction to Psychology	PSY 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
6. Reading and Composition, Enhanced	ENGL 101E	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
7. History of Rock and Roll	MUSE 113	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
8. Principles of Macroeconomics	ECON 101	<input checked="" type="checkbox"/> Fall <input type="checkbox"/> Spring	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

INSTRUCTIONAL MATERIALS AND COSTS - The total cost of textbooks and other instructional materials for SCHOOL DISTRICT students participating as part of this CCAP partnership will be borne by school district, pursuant to the terms of this AGREEMENT.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock and Roll	TBD	TBD	TBD	TBD
2. Introduction to the Administration of Justice	TBD	TBD	TBD	TBD
3. Spanish I	TBD	TBD	TBD	TBD
4. Physical Oceanography	TBD	TBD	TBD	TBD
5. Introduction to Psychology	TBD	TBD	TBD	TBD
6. Reading and Composition, Enhanced	TBD	TBD	TBD	TBD
7. History of Rock and Roll	TBD	TBD	TBD	TBD
8. Principles of Macroeconomics	TBD	TBD	TBD	TBD

COLLEGE DISTRICT

Dr. Eric Rabbitoy
 Dean, Natural and Physical Sciences
 Citrus Community College District
 1000 West Foothill Boulevard
 Glendora, California 91741-1885

SCHOOL DISTRICT

Ryan D. Smith, Ed.D.
 Superintendent
 Monrovia Unified School District
 325 East Huntington Drive
 Monrovia, California 91016

Vector Control Joint Powers Agency

**1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
916-244-1100**

Liability Certificate of Coverage

Evidence of Coverage

Certificate Number: 69785949

Certificate Holder: Monrovia Unified School District

325 E. Huntington Dr
Monrovia, CA 91016

Covered Party: San Gabriel Valley MVCD

Description of Covered Activity: As respects evidence of general and auto liability coverage for the San Gabriel MVCD.

Memorandum of Coverage Number: VCJPA 2022-1GL

Effective Date: 07/01/2022

Expiration Date: 07/01/2023

Limits: \$1,000,000 (per occurrence)

The Following Coverage is in effect: General and automobile liability as defined in the Memorandum of Coverage on file with the covered party named above.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the Liability Memorandum of Coverage.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the VCJPA, which is available for your review upon request.

Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

Date Issued: 8/18/2022

Renewal: Yes **Excess Certificate Issued:** No

Authorized Representative Signature: *Christy Mack*

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

3. 22/23-1040 - PROFESSIONAL SERVICE AGREEMENT WITH KIM GAMEROZ FOR MAYFLOWER ELEMENTARY SCHOOL

RECOMMENDATION

The Board of Education is requested to approve an agreement with Kim Gameroz to provide Social Emotional Learning coaching and mentoring to the staff of Mayflower Elementary School for four (4) consecutive months, October 2022 through January 2023.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie____

Rationale:

Mayflower Elementary School has been selected to participate in a unique "Year 3" pilot with the Cotsen Foundation. With this "Year 3," the Cotsen Mentor and four (4) Fellows will continue to function as they have for the past two (2) years, attending trainings and working closely to build their practices. However, this year, the entire Mayflower staff has the opportunity to participate in professional development as well. The Mayflower staff selected Social Emotional Learning (SEL) as the schoolwide focus. In addition to several opportunities, the staff would like to work with consultant Kim Gameroz for three (3) days in January on the Mayflower Elementary School campus, funded by the Cotsen Foundation. In addition to these three (3) days, approval of this agreement will allow Ms. Gameroz to work with the staff monthly in a virtual setting to frontload and build schema with staff and parents prior to her in-person work in January. Ms. Gameroz presents an amazing opportunity for the Mayflower school community and will serve to more deeply infuse the SEL practices and structures.

Budget Implication (\$ Amount):

The cost for the services to be rendered by Kim Gameroz is \$6,500, which would be split and paid from site Supplemental and Concentration funds and Title I funding.

Legal References:

Education Code Section 17604 requires all contracts and agreements to be approved or ratified by the Board of Education.

Additional Information:

A copy of the professional services agreement is attached.

ATTACHMENTS

- [PSA - GAMEROZ, K. - Mayflower 2022-2023 - 20220928.pdf](#)



KIM GAMEROZ

SELEBRATEGOODTIMES.COM

PROPOSAL AND STATEMENT OF WORK SEPTEMBER 9, 2022

I. OBJECTIVE

Coach and mentor the staff of Mayflower Elementary School in a 4 month Social Emotional Learning program provided by Kim Gameroz.

II. PROPOSAL

- a. Kim Gameroz of SELebrate Good Times will coach and mentor the staff of Mayflower Elementary School in Social Emotional Learning systems and phrases during four 1hour sessions for four consecutive months (October 2022 - January 2023).
- b. Section III and IV of this SOW contain project scope and mutual considerations related to this agreement.
- c. The fee for this engagement will be paid in full after the completion of the final session scheduled in January 2023.
 - i. Total cost = \$6,500

III. STATEMENT OF WORK

- a. Kim Gameroz will spend 1hour each month for four consecutive months (October 2022-January 2023) with the staff of Mayflower Elementary over Zoom.
- b. Coaching schedule will be created by the administration of Mayflower Elementary and Kim Gameroz, and will be tailored to meet the needs of the administration and staff.
- c. Coaching topics will include: SEL (Systems + Language), Community and School, Anchor Charts, and Behavior Support

IV. MUTUAL COMMITMENTS

- a. Kim Gameroz will be responsible for sending out the Zoom link that will be used to the administration of Mayflower Elementary.
- b. The administration of Mayflower Elementary will send out the Zoom link to the Mayflower staff before attending each session.
- c. The four coaching session dates and times will be scheduled with Kim Gameroz, and any changes to days and times will be agreed upon in writing.

V. PROPOSAL ACCEPTANCE SIGNATURE

Kim Gameroz (SELebrate Good Times)

September 12, 2022

Date Signed

Dr. Ryan Smith
(Superintendent)

Date Signed

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

4. 22/23-1041 - APPROVAL OF NAVIGATE360 PROPOSALS

RECOMMENDATION

The Board of Education is requested to approve the Navigate360 ALICE Instructor Certification and Training, Visitor Management/Emergency Management Subscription, and Behavioral Threat and Suicide Case Management Subscription Bundle proposals for the term of October 15, 2022, through October 14, 2025.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The Board of Education is requested to approve the purchase of the Navigate360 components: ALICE Instructor Certification and Training; Visitor Management and Emergency Management Suite Subscription; Behavioral Threat and Suicide Case Management Subscription and Bundle. Securing these services and subscriptions allows the district to enhance the security and safety of the students, faculty, and staff at all district school sites. ALICE is a response protocol for an active shooter on campus. ALICE formal training is only conducted with the adults on the campus. Currently, Monrovia Police Department trains our campus staff based on the FBI "Run, Hide, Fight" protocol. ALICE is a response that utilizes this protocol and trains staff and students on how to respond and survive in the case of an active shooter situation. ALICE stands for Alert, Lockdown, Inform, Counter, Evacuate. Training is based on age and ability. Further, the visitor management works with the national sex offender registry and criminal databases, maintains access to custody instructions through integration with Aeries, and provides visibility of campus visitors and volunteers. The Emergency Management System or EMS will allow schools to centralize all emergency information into one place with the ability for the district to prepare before an emergency, respond during an emergency, access critical information during the event of an emergency, and integrate with our student information system, Aeries. The Behavioral Threat Assessment and Suicide Case Management system will aid our counselors, school psychologists, and administrators in taking the necessary steps as intervention teams to identify, assess, and intervene on threats of suicide and self-harm because the system interfaces with Aeries, records of student risk and previous plans can be accessed by those on campus who do behavior management.

Budget Implication (\$ Amount):

The cost to the district is \$74,522.30 and will be paid from Local Control and Accountability Plan (LCAP) funds.

Legal References:

Education Code Section 17604 requires all contracts and agreements to be approved or ratified by the Board of Education.

Additional Information:

A copy of the Navigate360 Order Form, with terms and conditions, is attached.

ATTACHMENTS

- [Navigate360 Proposals.pdf](#)

NAVIGATE360 - ORDER FORM

Customer: Monrovia Unified School Dist 325 E HUNTINGTON DR MONROVIA, CA 91016 Kimberly Cabrera kcabrera@monroviaschools.net	Proposal No: Q-43480 Proposal By: Ricky Moranz Email: rmoranz@navigate360.com Opp Number: 150569 Proposal Expires: 10/31/2022
---	---

Initial Investment: \$36,266.57 - Net 30

Term: The 36 month term for subscription services begins on **10/15/2022** and ends on **10/14/2025**. Subscription services will be billed according to the following invoice schedule: Annually

Notes:

BUNDLED SERVICES

Private ACI Class			
Product	Description	Quantity	Price
ALICE Instructor Certification - Private - 16 hours	<ul style="list-style-type: none"> • 2 Day On-Site Private ALICE Instructor Certification Training to create ALICE Certified Instructors • Cost includes one trainer and up to 20 participants. 21-32 participants – Add 1 extra trainer. 33-50 participants - Add 2 extra trainers • ALICE Introduction for Instructors e-Learning course for all participants • Course Overview: History of ALICE. Examination of Law Enforcement response time. Data and rationale to support proactive, options-based strategies. Implementation strategies using the blended learning model of ALICE Training. Explanations of ALICE (Alert, Lockdown, Inform Counter, and Evacuate) strategies. Activity: Participate in hands-on-demonstrations and critical thinking drill cards Activity: Participate in Scenarios. Activity: Participants will engage in an in-class presentation teach back. • ALICE Instructor Resources for all participants • ALICE Instructor re-certification fee is included 	1	Included
Travel and Lodging Expenses	Travel and Lodging Expenses	3	Included
ALICE Onsite Training - Additional Trainer	ALICE Onsite Training -Additional Trainer	2	Included
Private ACI Class TOTAL:			\$25,000.00

SUBSCRIPTION SERVICES

Proposal No: **Q-43480**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

ALICE eLearning			
Product	Description	Quantity	Annual Price
Navigate360 Training Institute - Schools	Access to all courses included within the following catalogs: -ALICE Training -Personal Safety Skills -Wellness	5,449	\$10,516.57
Elearning Support & Maintenance - School	Elearning Support & Maintenance	5,449	\$750.00
ALICE eLearning TOTAL:			\$11,266.57

Subscription Amount: \$11,266.57*

One-Time Services & Fees Total: \$25,000.00

Initial Investment Total: \$36,266.57

Proposal No: **Q-43480**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Monrovia Unified School Dist MSA](#)

Software Services Addendum A

Training Services Addendum B

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____

Date: _____

Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____

A/P Phone: _____

A/P Email: _____

A/P Address: _____

City: _____

State (2 Letter Abbreviation): _____

Zip Code: _____

Federal Tax ID: _____

Purchase Order

Attached PO #: _____

PO in process to be sent separately

Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

Name: _____

Title: _____

Date: _____

Signature: _____

Sales Tax Exemption Certificate must be attached.

Proposal No: **Q-43480**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

NAVIGATE360 - ORDER FORM

Customer: Monrovia Unified School Dist 325 E HUNTINGTON DR MONROVIA, CA 91016 Kimberly Cabrera kcabrera@monroviaschools.net	Proposal No: Q-43799 Proposal By: Ricky Moranz Email: rmoranz@navigate360.com Opp Number: 150767 Proposal Expires: 10/31/2022
---	---

Initial Investment: \$21,782.73 - Net 30

Term: The 36 month term for subscription services begins on **10/15/2022** and ends on **10/14/2025**. Subscription services will be billed according to the following invoice schedule: Annually

Notes:

SUBSCRIPTION SERVICES

Visitor Management			
Product	Description	Quantity	Annual Price
Navigate360 Visitor Management	Access to the Visitor Management platform.	11	\$4,125.00
Visitor Management TOTAL:			\$4,125.00

Emergency Management Suite			
Product	Description	Quantity	Annual Price
Emergency Management Suite Subscription - per Student	Emergency Management Suite Platform subscription with full unlimited access to all users.	5,449	\$10,832.61
Emergency Management Suite TOTAL:			\$10,832.61

Proposal No: **Q-43799**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

ONE-TIME SERVICES AND FEES

Visitor Management			
Product	Description	Quantity	Price
Logitech C922 Pro Stream Webcam 1080P	The Logitech C922 Pro Stream Webcam 1080P is the camera to be used with Navigate360 Visitor Management system. Navigate360 Visitor Management has built in technology to allow your web camera to operate as a 2D scanner. The web camera reads the necessary data from the ID (we never capture an image of the Visitor?s ID) and inputs it into your Visitor?s Profile. This process happens entirely within your computer, so the data pulled from the ID never leaves your premises during the scan.	11	\$1,639.00
Dymo LabelWriter 550 Printer	The Dymo LabelWriter 550 badge printer is used to print Visitor badges OR Tardy Slips for students checking in late. -Print precise quantities of labels without difficulty, eliminating the waste and hassle of sheet labels. -Eliminate the need for costly ink or toner with direct thermal print technology. -Dimensions: Width, height, depth: 4 ?" x 5 3/4" x 7 1/4"	11	\$2,739.00
Dymo Label Roll (2.25"x4.00") - 5 Pack	Dymo labels for printing badges in the Navigate360 Visitor Management system. The labels are 2.25" x 4.00" and come in rolls of 250 labels. Sold in packs of 5 rolls.	11	\$935.00
Visitor Management Hardware Shipping	Shipping fee for Navigate360 Visitor Management hardware purchases.	1	\$531.30
Visitor Management TOTAL:			\$5,844.30

Emergency Management Suite			
Product	Description	Quantity	Price
Imp Fee (EMS Per Student)	Implementation Fee - Emergency Management Suite	5,449	\$980.82
Emergency Management Suite TOTAL:			\$980.82

Subscription Amount: \$14,957.61*

One-Time Services & Fees Total: \$6,825.12

Initial Investment Total: \$21,782.73

Proposal No: **Q-43799**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

x By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Monrovia Unified School Dist MSA](#)

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____
A/P Address: _____
City: _____
State (2 Letter Abbreviation): _____
Zip Code: _____
Federal Tax ID: _____
Purchase Order
[] Attached PO #: _____
[] PO in process to be sent separately
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

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

Sales Tax Exemption Certificate must be attached.

Proposal No: **Q-43799**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

NAVIGATE360 - ORDER FORM

Customer:	Monrovia Unified School Dist 325 E HUNTINGTON DR MONROVIA, CA 91016 Kimberly Cabrera kcabrera@monroviaschools.net	Proposal No:	Q-42781
		Proposal By:	Jeff Stoddard
		Email:	jstoddard@navigate360.com
		Opp Number:	150089
		Proposal Expires:	10/22/2022

Initial Investment: \$16,473.00 - Net 30

Term: The 36 month term for subscription services begins on **10/15/2022** and ends on **10/14/2025**. Subscription services will be billed according to the following invoice schedule: Annually

Notes:

SUBSCRIPTION SERVICES

Training & Case Manager Bundle			
Product	Description	Quantity	Annual Price
Behavioral Threat & Suicide Case Management Subscription- CSTAG Per Student	Threat Assessment Platform using CSTAG methodology with full unlimited access to all users.	5,100	\$10,098.00
Suicide Awareness and Prevention eLearning	Access to the Suicide Awareness and Prevention Course Catalog	5,100	\$2,550.00
Training & Case Manager Bundle TOTAL:			\$12,648.00

ONE-TIME SERVICES AND FEES

Training & Case Manager Bundle			
Product	Description	Quantity	Price
Implementation Fee - Threat Assessment	Implementation Fee - Threat Assessment	5,100	\$1,275.00
CSTAG Level 1 Training (eLearning)	Bundle including eLearning course for Threat Assessment Team members to apply the CSTAG methodology.	5,100	\$2,550.00
Training & Case Manager Bundle TOTAL:			\$3,825.00

Subscription Amount: \$15,198.00*

One-Time Services & Fees Total: \$1,275.00

Initial Investment Total: \$16,473.00

Proposal No: **Q-42781**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Monrovia Unified School Dist MSA](#)

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

A/P Contact Name: _____
A/P Phone: _____
A/P Email: _____
A/P Address: _____
City: _____
State (2 Letter Abbreviation): _____
Zip Code: _____
Federal Tax ID: _____
Purchase Order
[] Attached PO #: _____
[] PO in process to be sent separately
Sales Tax Exempt No. _____

CUSTOMER SIGNATORY

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

Sales Tax Exemption Certificate must be attached.

Proposal No: **Q-42781**

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

5. 22/23-2046- RATIFICATION OF FACILITY USE AGREEMENT WITH THE LOS ANGELES COUNTY REGISTRAR RECORDER/COUNTY CLERK

RECOMMENDATION

The Board of Education is requested to ratify a Facility Use Agreement with the Los Angeles County Registrar-Recorder/County Clerk (RR/CC).

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond ____, Board Member
Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The purpose of this facility use agreement is for the RR/CC to use Room 210 at Monrovia High School for the November 8, 2022, Statewide General Election. During the public voting period, RR/CC staff will be granted access to Room 210 at MHS on the following dates and times: - Equipment Delivery & Set-Up (exclusive access begins): November 2, 2022; 8:00 am to 8:00 pm - Election Worker Preparation Day: November 4, 2022; 12:00 pm to 5:00 pm - Early Voting Period: November 5-7, 2022; 9:00 am to 8:00 pm - Election Day: November 8, 2022; 6:00 am to 9:00 pm - Vote Center Breakdown & Equipment Pick-Up (exclusive access ends): November 9, 2022; 8:00 am to 8:00 pm Approval for ratification is requested as the L.A. County RR/CC deadline to print Monrovia High School as a vote center was August 31, 2022.

Background:

The L.A. County RR/CC has utilized various District facilities in previous elections. Approval of this agreement will continue this practice.

Budget Implication (\$ Amount):

There will be no facility use charges. RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred.

Legal References:

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

Additional Information:

A copy of the Facility Use Agreement and Vote Center Election Plan is attached.

ATTACHMENTS

- [BA Item 2046\(b\) Facility Use Agreement with L.A. County RRCC 9-28-22.pdf](#)



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER FACILITY USE AGREEMENT

Agreement and authorization is granted by **Monrovia Unified School District** ('Host') to the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the designated facility space specified below:

**Monrovia High School - 2948
Room 210
845 W Colorado Blvd
Monrovia, CA 91016**

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this **20th day of August 2022** upon the execution hereof by the Parties and shall expire on November 30, 2022, unless sooner terminated or extended, in whole or in part, as provided in this agreement.

Use of the Facility: Host permits access to the agreed upon designated space during the access schedule unless otherwise stated in the Vote Center Election Plan to be completed and mutually agreed upon prior to each and every election.

Facility Requirements: Host will ensure the designated space is free from any activity during the mutually agreed upon access schedule included in the Vote Center Election Plan and provide a means of entry, electricity, air conditioning/heating (if available), and restroom access (if available) for RR/CC staff.

Host will ensure the designated space is free from tables, chairs, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items prior to the first day of the access schedule unless use of existing furniture or equipment is mutually agreed upon by both parties in the Vote Center Election Plan.

Host will remove any floor coverings such as tarps and mats that may potentially cause tripping or injuries. Host will ensure that at times RR/CC is not on premises, access to the designated space is restricted only to those RR/CC has given prior approval.

Host will ensure that any network configuration and technical equipment installed in preparation for the election remains unmodified for the period designated in the access schedule of the Vote Center Election Plan.

Primary Contacts:

The Host's Primary Contact for this Agreement is Esther Garay, (626) 471-2052 and egaray@monroviashools.net.

The RR/CC's Primary Contact for this Agreement is Jaime Young, Assistant Division Manager, Vote Center Assessment and Recruitment, 12680 Corral Place, Santa Fe Springs, CA 90670, (877) 728-0235, votecenters@rrcc.lacounty.gov.

In addition, Host and RR/CC will designate contacts for both business and weekend/non-business hours related to facility access and technical operations to be included in the Vote Center Election Plan for each election.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space as detailed in the Vote Center Election Plan, unless a revised schedule is mutually agreed upon prior to the specific election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated voting space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Host shall not cancel or change the location outside of a natural disaster or unforeseen building/structural damage. For avoidance of doubt, Host and RR/CC stipulate that the novel coronavirus COVID-19 pandemic is excluded as a natural disaster or ground for termination for purposes of this Agreement. This Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide certificate upon request.

Indemnity Agreement: Host shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Host, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Host, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

**Los Angeles County
Registrar-Recorder/County Clerk**

Monrovia Unified School District



08/20/2022

Signature and Date

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Ryan D. Smith, Superintendent
Printed Name and Title



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

VOTE CENTER ELECTION PLAN November 8, 2022 Statewide General Election

The following constitutes the mutually agreed upon Vote Center Election Plan for the November 8, 2022 Statewide General Election by **Monrovia Unified School District** ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RRCC') for the use of the facility space specified below:

**Monrovia High School - 2948
Room 210
845 W Colorado Blvd
Monrovia, CA 91016**

Contact List -Host

Primary Contact Name	Esther Garay	Phone #	(626) 471-2052
Email Address	egaray@monroviaschools.net	Alternate Phone #	
On-Site Access Contact Name	Esther (Principal's office) .	Phone #	(626) 471-2881
Email Address	enuno@monroviaschools.net	Alternate Phone #	
Custodial Service Contact Name		Phone #	
Email Address		Alternate Phone #	
IT Contact Name		Phone #	
Email Address		Alternate Phone #	
After Hours/Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Contact List -RR/CC

Primary Contact Name	La Trice Allen-Tropez	Phone #	(909) 739-3134
Email Address	lallen-tropez@rrcc.lacounty.gov	Alternate Phone #	(562) 347-2447

IT Contact Name	Shannon Gadson	Phone #	562-462-2826
Email Address	sgadson@rrcc.lacounty.gov	Alternate Phone #	562-277-2118
After Hours/Emergency Contact Name	Jaime Young	Phone #	562-347-2447
Email Address	votecenters@rrcc.lacounty.gov	Alternate Phone #	562-229-8865

Access Schedule

Host has agreed to grant access to the designated voting space for the following dates and times:

Equipment Delivery & Set-Up (exclusive access begins)	November 02, 2022; 8:00AM to 8:00PM
Election Worker Pre-check Day	November 4, 2022; 12:00PM to 5:00PM
Early Voting Period	November 5-7, 2022; 9:00AM to 8:00PM
Election Day	November 8, 2022; 6:00AM to 9:00PM
Vote Center Breakdown & Equipment Pick-up (exclusive access ends)	November 09, 2022; 8:00AM to 8:00PM

A deployment schedule for vote center equipment delivery/set-up and breakdown/pick-up is tentatively scheduled for the above dates. RR/CC will contact Host within two weeks of the equipment delivery & set-up date to confirm access to the designated space.

During the public voting period, RR/CC staff shall have access to the designated space during the dates and times listed above.

Voting hours are from 10:00AM to 7:00PM during the Early Voting and 7:00AM to 8:00PM on Election Day. Host acknowledges that public voting hours may be extended due to long lines. Pursuant to California Elections Code, any voter in line at the time of closing shall be provided the opportunity to receive and cast a ballot.

Health and Safety Plan

The Safe Election Plan (Attachment A) describes how RR/CC will ensure that public health guidelines are adhered to in all vote centers across LA County from the beginning of equipment set-up, during the voting period and through the breakdown of the vote center. COVID-19 Responsibilities (Attachment B) outlines the expectations for RR/CC and facility staff in maintaining the cleanliness of the vote center and to safeguard the health of voters, election workers, and facility staff/users.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit voting traffic to the mutually agreed upon areas.

Voting Space (Check one and write your Initials to acknowledge):

The designated voting space/s will be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances, and other large items prior to the set-up day.

Host Initials: _____

The items specified below may be left in the designated voting space/s are mutually agreed upon by both RR/CC and Host.

Host Initials: _____ **RR/CC Initials:** _____

Floor Coverings (Check one and write your Initials to acknowledge):

The designated voting space/s will be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries prior to the set-up day.

Host Initials: _____

The floor covering below may be used/remain in place in the designated voting space.

Host Initials: _____ **RR/CC Initials:** _____

Additional Access Considerations

The following details below represent any additional considerations necessary in providing RR/CC access to the designated space (check all that apply):

On-site staff will open and lock the facility on days noted in the Access Schedule.

Facility key or key card, alarm code or access badge will be provided to RR/CC staff for direct access to the voting area.

Parking permits will be provided to RR/CC staff.

Items Provided by Host

Host agrees to provide the following items by the start date of the Access Schedule:

Item	Quantity
tables (6ft rectangular)	8
adult-size chairs	16

The number of tables and chairs will be finalized closer to the election once allocation is finalized.

Internet Connection (Check one and write your Initials to acknowledge):

Host agrees to provide hardwire connection at the start of the Access Schedule. An active data port will be available and security passwords (if any) will be provided to RR/CC staff.

Host Initials: _____

Host will not provide hardwire connection at the start of the Access Schedule.

Host Initials: _____

Facility Use Payment (Check one and write your Initials to acknowledge):

For private buildings: Host agrees to waive any payment for use of the facility.

Host Initials: _____

For public buildings: Host agrees to waive any payment for use of the facility pursuant to California Elections Code.

Host Initials: _____

RR/CC agrees to pay Host for use of the facility in the amount of \$ 58.00. This payment covers all associated costs including, but not limited to, staff and custodial fees, hired security fees, cleaning fees and purchase of items, etc. used during the Access Schedule. Private facilities must provide their W-9 to RR/CC before payment is processed. The payee name and mailing address is based on the information from the W-9.

Host Initials: _____

Other Costs

Applicable to public buildings only, RR/CC agrees to pay reasonable costs for staff hours and custodial costs incurred during the Access Schedule. An official invoice containing Agency letterhead must be submitted to RR/CC after the election showing the breakdown of costs.

In the event that any unforeseen additional cost or fees are incurred by Host in connection with RR/CC's access to designated facility space, Host shall notify RR/CC in advance of said fees/costs. Host shall provide RR/CC with detailed invoices of said costs. If practicable, a negotiated amendment shall be executed between both Host and RR/CC to reflect such costs.

Electronic Signatures

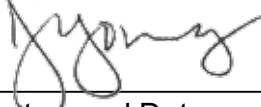
The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE ELECTION PLAN APPLIES ONLY TO ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement and it is effective as of the date of last signature below.

**Los Angeles County
Registrar-Recorder/County Clerk**

Monrovia Unified School District



08/20/2022

Signature and Date

Jaime Young, Assistant Division Manager
Printed Name and Title

Signature and Date

Ryan D. Smith, Superintendent
Printed Name and Title

ATTACHMENT B

COVID-19 RESPONSIBILITIES

LA County RR/CC staff is responsible for:

- Disinfecting the surfaces of all voting equipment including, but not limited to the Ballot Marking Devices, electronic pollbooks, and central ballot box after voter use.
- Disinfecting the chairs and tables found inside the voting space.
- Wiping high touch areas inside the voting room such as door handles, light switches, counter tops, etc.

Facility staff is responsible for:

- Daily/frequent cleaning of the restrooms
- Wiping high touch surfaces outside of the voting space including but not limited to exterior door handles, water/drinking fountain, elevator buttons, etc.
- Cleaning the path of travel from the parking lot to the entrance of the vote center
- Providing extra trash receptacles at the stop station, vote center exit and for election workers
- Daily/frequent trash pick-up
- Assistance with identifying a space outside of the vote center for curbside voting
- Provide additional signage, if needed, to direct voters to the vote center.

Additional considerations:

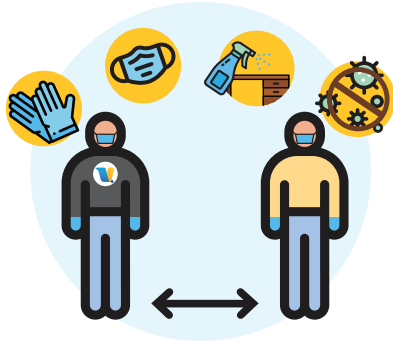
- Wherever feasible, doors and windows should be open during hours where election workers are present to increase airflow.
- Where possible, any lines should be maintained outdoors. Where not feasible, lines will be socially distanced.
- Floor markings will be used to assist voters with social distancing inside the vote center and where lines are present.
- Signs will be posted inside and outside the vote center to assist voters with COVID-19 protocols.



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

SAFE ELECTION PLAN

The Los Angeles County “Safe Election Plan” aligns with California’s “Election Administration Guidance under COVID-19.” Each was developed in consultation with relevant health authorities using the best public health information available, including guidance provided by the U.S. Centers for Disease Control and Prevention (CDC) and California public health officials.



The Los Angeles Registrar-Recorder/County Clerk (RR/CC) will:

- Develop a voting location-specific protection plan.
- Train workers on measures to limit the spread of COVID-19, including screening themselves for symptoms and staying home when necessary.
- Establish prevention and self-screenings measures for workers.
- Establish and communicate physical distancing guidelines.
- Implement hand-washing, mask and disinfection guidelines.

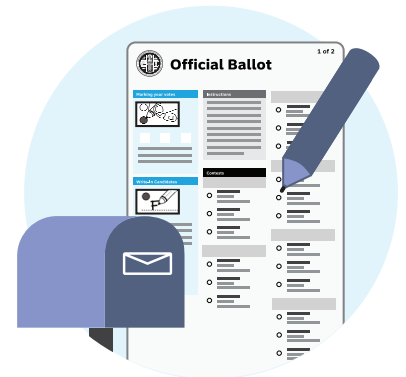
FOR VOTERS

All registered voters will be mailed a Vote by Mail ballot.

L.A. County will encourage voters to stay home and vote using their mail-in ballot. However, for some individuals it will still be preferable to vote in person. Wherever in-person voting is offered, we will follow the State and County’s public health and safety guidance to provide a safe voting environment.

COVID-19 Information for Voting In-Person:

- Voters are strongly encouraged to wear a mask in the Vote Center.
- Masks and gloves will be available for voters if requested.
- Hand sanitizer will be provided upon entry and exit of the Vote Center. Hand sanitizer will also be available at key stations during the voting process.
- Social distancing will be encouraged while waiting in line and throughout the check-in and voting process.
- ePollbooks and Ballot Marking devices will be sanitized after every voter.
- Voters will be encouraged to take measures to speed up their election process to limit their time in the Vote Center. This includes verifying voter registration in advance, using the Interactive Sample Ballot (ISB) to pre-mark selections, and bringing their Sample Ballot to speed up the voter check-in.
- Voters will be encouraged to take advantage of early voting and vote at off-peak times if possible.
- Curbside voting will continue to be available for voters who are unable to enter the Vote Center.



***Vote Safely
at Home,
Make Your
Voice Heard!***

SAFE ELECTION PLAN

FOR ELECTION WORKERS

Election Workers will be trained to implement the following guidelines:

- Follow prevention measures while at home to help limit the spread of COVID-19.
- Do not come to the Vote Center if diagnosed with COVID-19, symptomatic, or subject to a quarantine or isolation order.
- Confirmation of self-screening as part of daily worker sign-in.
- Wash hands frequently or use hand sanitizer where soap and water are unavailable.
- Masks are strongly encouraged for all election workers. Higher quality masks such as a medical grade mask, surgical mask, or n95/kn95 recommended.
- Establish non-contact norms so workers avoid greeting co-workers and voters with physical contact: "Distancing starts at hello."
- Frequently sanitize work items and commonly used surfaces.
- Sanitize ePollbooks and Ballot Marking Devices before start of day, after each voter, on an hourly schedule, and at closing time.
- Minimize the handling of shared objects.
- Limit nonessential visitors to the Vote Center.
- Take special care to disinfect equipment before use by voters with disabilities because they may interact with the equipment in different ways, and some may have unique health vulnerabilities. Accessibility controls for voting equipment will be cleaned before and after each use.
- Single-use disposable ear covers for device headphones will be provided and replaced after each use.

VOTE CENTER LAYOUT

- A custom Vote Center layout will be created for each location that ensures appropriate physical distance throughout the Vote Center to the extent possible.
- One-directional foot traffic.
- Separate routes for entry and exit where possible.
- Doors propped open.
- Windows will be opened to increase air circulation where possible.
- Check-in stations and Ballot Marking Devices will be placed to create physical distance.
- Each vote center will have a stop station at the entrance where voters will be provided with hand sanitizer. Masks and gloves will be available for voters if needed. An election worker will be stationed here to remind voters of guidelines and recommendations.
- If weather permits, the number of voters in the facility will be limited by moving lines outdoors.

SIGNAGE

- Signage to remind voters, observers and workers of physical distancing, mask recommendations, and updated foot traffic patterns.
- Clear signage to indicate appropriate distances.
- Posted at entrances and highly visible locations.
- Visual cues (e.g., floor markings, colored tape, or signs) will be deployed to remind workers and voters of appropriate distancing.

MEDIA, SOCIAL MEDIA AND DIRECT COMMUNICATION

The County's media campaign will include the following components:

- Voting by mail is a safe choice to avoid exposure to COVID-19 while voting.
- There are alternatives to provide a ballot replacement or to help you cast a ballot without entering a voting site including procedures for requesting a replacement, drop boxes and curbside voting.
- If you must enter a voting location, please:
 - Wear a mask. Masks are strongly encouraged for voters.
 - Maintain appropriate physical distance from people not from your household.
 - Use hand sanitizer before approaching the check-in station and after voting.
 - Follow any additional guidance provided at the voting location.

This plan was developed in conjunction with guidance and recommendations from the Department of Public Health. Therefore, this plan will be modified as necessary to stay in line with current Public Health guidance.

rev 032322



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT C

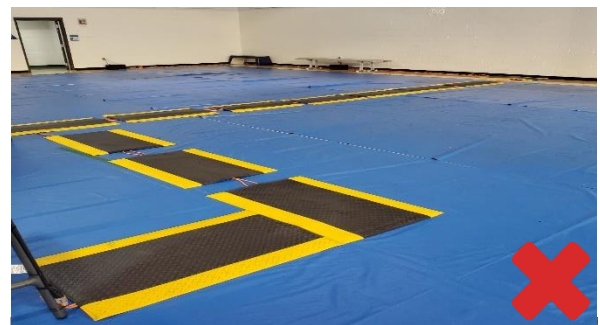
Voting Space

The space/s must be free from tables, chairs, printers, electronic equipment, exercise equipment, musical instruments, movable cabinets, appliances and other similar large items as shown in the pictures below.



Floor Coverings

The space/s must be free from any floor coverings such as tarps and mats that may potentially cause tripping or injuries as shown in the pictures below.



Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

6. 22/23-2047 - RESOLUTION PROCLAIMING OCTOBER 10-14, 2022, AS "NATIONAL SCHOOL LUNCH WEEK"

RECOMMENDATION

The Board of Education is requested to adopt Resolution No. 2223-05, proclaiming the week of October 10-14, 2022, as "*National School Lunch Week*."

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

Child nutrition programs are essential to the health and well-being of all children. Monrovia Unified School District provides nutritionally balanced lunches and breakfast to children each school day, free of charge. The Monrovia Unified School District Board of Education proclaims October 10 – 14, 2022, as National School Lunch Week and supports its schools in the work they do to provide students with high-quality nutritional breakfasts and lunches along with nutritional education and information. The theme this year is "Peace, Love & School Lunch."

Background:

During the 2021-22 school year, Monrovia Unified School District's Food Services Department served 453,347 breakfasts, 616,123 lunches, 312,333 suppers, and 354,343 snacks. National School Lunch Week was first declared in 1962, and the National School Lunch Program (NSLP) goes back even further to 1946. NSLP was created to provide nutritious meals to children and ensures the health and well-being of all public school students, boost academic performance by giving students the fuel they need to succeed, and close the opportunity gap for children across the country. Today, the National School Lunch Program serves nearly 30 million children every school day. Not only does it reduce childhood hunger, but it also supports American agriculture.

Additional Information:

A copy of Resolution No. 2223-05 is attached.

ATTACHMENTS

- [BA Item 2047\(b\) National School Lunch Resolution # 2223-05 9-28-21.pdf](#)

Resolution Honoring National School Lunch Week
October 10 – 14, 2022
Monrovia Unified School District, Board of Education
Resolution No. 2223-05

Whereas, The National School Lunch Program was declared to be the policy of the United States Congress in 1946, as a measure of national security; and

Whereas, Over 4.9 billion lunches are served in over 100,000 California public schools and institutions each year; and

Whereas, The School Breakfast Program has contributed to the welfare of California children for over 56 years by making nutritious morning meals available in schools; and

Whereas, Over 2.45 billion breakfasts are served in over 90,000 California public schools and institutions each year; and

Whereas, Monrovia Unified School District's Food Services Department served 453,347 breakfasts; 616,123 lunches; 312,333 suppers; and 354,343 snacks during the 2021-22 school year; and

Whereas, Child nutrition programs, including the National School Lunch Program, federal School Breakfast Program, Child and Adult Care Food Program and Seamless Summer Option Meal Program are important to the health and well-being of the children of the State of California; and

Whereas, Child nutrition programs encourage the domestic consumption of nutritious agricultural commodities; and

Whereas, There is evidence of continued need for child nutrition programs to nourish the minds and bodies of California children; and

Whereas, School meal programs offer nutritionally balanced free breakfasts and lunches to California children each school day.

NOW, THEREFORE, BE IT RESOLVED, that the Monrovia Unified School District Board of Education proclaims October 10 – 14, 2022 as **National School Lunch Week**, and supports its schools in the work they do to provide students with high-quality nutritional breakfasts and lunches along with nutritional education and information.

Signed this 28th day of September 2022

Selene Lockerbie, Board President

Tracy Gholar, Vice President

Jennifer Anderson, Clerk

Rob Hammond, Member

Maritza Travanti, Member

Ryan D. Smith, Superintendent
and Secretary of the Board

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

7. 22/23-2048 - RATIFICATION OF AGREEMENT WITH TEMPLE CITY CHRISTIAN PRESCHOOL

RECOMMENDATION

The Board of Education is requested to ratify an agreement between Monrovia Unified School District and Temple City Christian Preschool.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

This agreement will allow the Monrovia Unified School District Food Service Department to provide lunches to the Temple City Christian Preschool located in Temple City.

Background:

The Food Service Department is an authorized National School Lunch (NSLP), School Breakfast Program (SBP), and Child and Adult Care Food Program (CACFP) provider. It is continuously seeking opportunities to expand the NSLP and CACFP to provide nutritionally balanced, low-cost, or free meals to the students of the District and the community. During the 2021-2022 school year, the Food Service Department served 453,347 breakfasts; 616,123 lunches; 312,333 suppers; 354,343 snacks, and we will strive to increase these numbers in 2022-23. The breakfast and lunches provided to Temple City Christian Preschool through this agreement will generate additional revenue through their payment for the meals. The term of the agreement is September 14, 2022, through June 30, 2023, and the estimated revenue amount of \$21,600.00 will help to maintain the Food Service Department program's fiscal solvency. In addition to the revenue generated, this agreement will contribute to fostering another positive community partnership. Temple City Christian Preschool is the fourth private school that has openly requested that the Monrovia Unified School District Food Service provide their nutritional needs, citing that the Monrovia Unified School District staff is committed to stellar customer service.

Budget Implication (\$ Amount):

The estimated agreement revenue of \$21,600.00 will help to augment the Food Service Department budget.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2048\(b\) Agreement with Temple City Christian Preschool 9-28-22.pdf](#)

AGREEMENT FOR FOOD SERVICE VENDING

This agreement is entered into on this **fourteenth day of September, 2022** by and between “**Temple City Christian Preschool**”, hereinafter referred to as the Agency, and **Monrovia Unified School District’s Food Services Department**, hereinafter referred to as the District.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE Agency to prepare specified meals under the National School Lunch Program (NSLP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the District are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the District is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE DISTRICT AGREES TO:

1. Prepare and supply the meals inclusive of milk (additionally bottled water or 8 oz. juice are available for adult meals), eating utensils, serving utensils and meal trays to the aforementioned school site in accordance with the number of meals requested and at the cost(s) per meal listed below. Every effort will be made to offer meals at the price listed below. However, if this agreement becomes fiscally infeasible for the District, prices will be subject to change with a 30-day notice to the Agency.

MUSD FSD NON-PROGRAM FOOD PRICING	Cost to families with FREE eligibility	Cost to families with REDUCED eligibility	Cost to families with PAID eligibility
Breakfast	\$ 0.00	\$0.30	\$1.75
Lunch	\$0.00	\$0.40	\$3.50
Delivery fee	\$1.00	\$1.00	\$1.00
TOTAL:	\$1.00	\$1.70	\$6.25 (also adult meal price)

2. Provide the Agency, for approval, a proposed menu for each month at least five days prior to the beginning of the month to which the menu applies. Any changes to the menu made after the Agency approval must be agreed upon by the Agency and documented on the menu records.

3. Assure that each meal provided to the Agency under this agreement meets the minimum nutritional requirements as specified by the National School Lunch Program (NSLP) guidelines outlined in the Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" – May 26, 2016 as part of the, "The Healthy, Hunger-Free Kids Act of 2010 (S.3307/P.L.111-296)
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this agreement, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal.

The District agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the District, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within thirty days of the scheduled delivery time. However, the District reserves the right to cancel the agreement if the meal count falls below 25 children meals or is no longer feasible to continue to provide services.
8. Present to the Agency an invoice accompanied by reports no later than the first Wednesday of each month that itemizes the previous month's deliveries. The District agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time of (10:30 am to 11:00 am); are spoiled or unwholesome (milk) at the time of delivery, are short of components (milk), or do not otherwise meet the meal requirements contained in this Agreement.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for use in K-5 facilities. The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code (2014) are met at all times.
10. Operate in accordance with current CDE regulations.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to

the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place. District will maintain a record of each meal's temperature, quality and quantity delivered each day.

12. Not subcontract for the total meal, with or without milk (bottled water or 8 oz. juice for adult meals only), or for the assembly of the meal.
13. The District certifies, that in its operation of a NSLP, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
14. Where the District is unable to certify to any of the statements in this certification, District shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510. (Lower Tier)
15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.
16. Provide optimum customer service at all times, continuous process improvement, and a three-week cycle menu.
17. Provide meals in approved transport containers and will exchange the previously delivered transport containers on a daily basis. Additional arrangements will be made with the Agency to pickup all containers and utensils prior to extended weekends or on the last school day that precedes a holiday.

THE AGENCY AGREES TO:

1. Request by telephone no later than 9:00 am an accurate number of meals to be delivered to the Agency on each day. Notify the District of necessary increases or decreases in number of meal orders by 9:00 am of the scheduled delivery time. Errors in meal order counts made by the Agency shall be the responsibility of the Agency.
2. Ensure that an Agency representative is available at each delivery site, at the specified time on each delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the District that this individual will be trained and knowledgeable in the record keeping and meal requirements of NSLP, and in health and sanitation practices.

3. Notify the Vendor within five days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Make efforts to align the meal service days to that of the District's regular school session days. However, if the Agency requires meal service outside of the District's regular school session, it will receive an additional invoice for the labor cost, above and beyond the cost of the meals provided for that day or days.
5. Pay the District no later than the fifteenth day of each month the full amount as presented on the monthly itemized invoices. The Agency agrees to notify the District within 48 hours of receipt of any discrepancy in the invoice.
6. Alternative Dispute Resolution Ladder: Both parties agree to utilize the below listed alternative dispute resolution methods and ladder in the order listed below to handle the any and all service or billing disputes.
 - A. Informal Mediation Management Service: Both parties agree to bring two (2) organizational management members to represent them in informal mediation. All parties agree to meet to mediate any and all business disputes that may develop from aforementioned services rendered by performance of the contract. Good Faith effort and cooperation is agreed upon by both parties and that all parties agree to conduct informal mediation within a maximum limit of 2 months. All informal mediations may take place using virtual, phone or in-person methods. Parties agree to schedule, attend and participate in a minimum of eight (8) mediation meetings to resolve disputes. Disputes not resolved within three (3) months of mediation start and after completion of eight (8) mediation meetings by all parties will be escalated to the next dispute resolution ladder step.
 - B. Arbitration: Both parties agree to utilize binding arbitration in the event that the dispute was not settled during informal mediation proceedings. The arbitrator will be selected mutually by both parties from a qualified and vetted list of arbitration companies or arbitrators listed within the resource directory of the "Los Angeles County Civil Courts Alternative Dispute Resolutions Programs" page. All parties agree that the dispute will be handled within the venue region of Los Angeles County, state of California. All parties agree to be legally bound by the final decision rendered by the arbitrator. Each party will share jointly in the total cost of the arbitration regardless of the decision rendered in one parties favor.
7. Indemnification: The Agency " Temple City Christian Preschool" shall indemnify, defend, and hold harmless the "Monrovia Unified School District" located in Los Angeles County, California; it's board members, officers, administrators, directors, academic and classified staff employees, volunteers, interns and third-patty vendors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

8. 22/23-2049 - MEMORANDUM OF AGREEMENT WITH LOS ANGELES COUNTY

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Agreement (MOA) with the County of Los Angeles to use Crescenta Valley Regional Park for a school sponsored recreation event.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond ____, Board Member
Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The District is a member of the Rio Hondo league. Members of the League rotate responsibility for hosting the annual Cross-Country Fall league competition. The host District is responsible for securing the venue for the annual event and managing and timing the meets.

Background:

The Rio Hondo League has three Cross Country meets each year as part of league competition. The first two are regular all-school meets, and the third is League Finals. San Marino is responsible for hosting the Cross-Country finals. For the past ten years, MUSD has hosted the meet at Crescenta Valley Regional Park (a County run park) in Glendale, California. Post Covid-19, the Los Angeles County Department of Parks and Recreation requires a completed MOA (Memorandum of Agreement) before securing the venue. Prior to this year, the District only had to complete a form application, pay the fee and provide a copy of our insurance certificate. The District maintains all required insurance levels as set forth in the MOU.

Budget Implication (\$ Amount):

The Cost of the event will be \$360, paid for by MHS ASB Athletic Fund.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2049\(b\) MOA with the County of L.A. 9-28-22.pdf](#)

**MASTER MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND THE MONROVIA UNIFIED SCHOOL DISTRICT FOR SCHOOL-
SPONSORED RECREATION**

This master memorandum of agreement ("**MOA**" or "**Agreement**") is effective as of September 28, 2022 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**") and the Monrovia Unified School District, a district organized and existing under the laws of the State of California ("**District**") (collectively, the "Parties").

RECITALS

WHEREAS, the County through its Department of Parks and Recreation ("**DPR**") owns, operates, manages, and maintains parks, trails, aquatic and sports facilities, community centers, lands and other real property ("**DPR Property**") for the provision of recreational and community services;

WHEREAS, the District operates local public K-12 schools in Los Angeles County;

WHEREAS, the County owns certain real property located at 3901 Dunsmore Ave, Glendale, CA 91214, California currently known as Crescenta Valley Regional Park (the "**Park**"). The County owns, operates and maintains the Park and its grounds;

WHEREAS, the Board of Supervisors of the County ("**Board**") has authority to let or license the use of its real property to school organizations for the purpose of conducting athletic events participated in by such schools and for public and recreation purposes pursuant to Government Code section 25907;

WHEREAS, on February 23, 2021, the Board approved new fees and revisions to existing parks and recreation fees that do not exceed the cost of service, which are periodically updated;

WHEREAS, pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. District shall be required to submit proof of Board approval or ratification of the agreement before commencing use of County property;

WHEREAS, the District desires to use DPR Property, including the Park, for short-term school-sponsored activities on the terms and conditions set forth herein;

WHEREAS, the County and the District desire to enter into this Master MOA to permit the District and its schools to utilize DPR Property, including the Park, during the term of this Master MOA;

NOW THEREFORE, in consideration of the covenants hereinafter contained, District and County agree as follows:

1. **Term.** The initial term of this MOA shall be that one-year period beginning on the **Effective Date**, unless terminated earlier as provided herein. District shall have the option to request an extension of the term for four additional one-year periods totaling not more than five years subject to the terms of Paragraph 2 below.
2. **Option to Extend.** On or prior to the date which is three (3) months before the term expiration date, provided District shall not then be in Default (as defined herein) under the provisions of this MOA, the District may request to exercise an option to extend this MOA for an additional term of up to four one-years periods by providing written notice to County. If District fails to exercise its option as provided for herein, this MOA shall expire upon the original term expiration date. Upon receipt of a request to extend the term, the County, at its sole discretion, may extend the initial term for the period of the additional term upon the same terms and conditions (however, updated to reflect the County's Insurance and Indemnification requirements at the time of extension as applicable) of this MOA, except that County may elect to modify the rental fees. Should County not approve the extension, or impose an additional or higher fee, County shall notify the District as soon as possible, but no later than one (1) month before the term expiration date.
3. **Permission Granted.** County hereby agrees to allow for use of Use Areas by District and District's schools listed in **Exhibit [A]** (District Schools) on the terms and conditions set forth herein.
4. **Use Areas.** Area composed of the County-owned Park for the District's recurring use for Rio Hondo League Track Meet as more specifically described in **Exhibit A** attached hereto and incorporated herein or single-day use any other area of DPR Property approved by DPR on a request-by-request basis. District hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Use Areas, and covenants and agrees never to assail, contest or resist said title.
5. **District Use.** The District shall have the right to use the Use Area as described in **Exhibit A**. The parties shall cooperate to update Exhibit A annually or more frequently, as needed. The District or District Schools may reserve additional single-day use of DPR Property through the DPR online reservation system Activenet. All single-day reservations are subject to availability. DPR in its sole discretion may place conditions and/or restrictions upon District's use of DPR Property. The District agrees that any and all use of DPR Property by District or

District Schools, including recurring use described in Exhibit A and/or single-day use reserved through Activenet, shall be subject to the terms and conditions of this MOA.

6. **Compliance with Law.** District shall, at District's sole cost and expense, comply with all statutes, ordinances, orders and regulations now or hereafter made by any federal, state, county, local or other governmental agency, including the latest public health orders in effect as set forth by the Los Angeles Department of Public Health. If any license, permit or other governmental authorization is required for the lawful use or its own occupancy of DPR Property or any portion of the Park or Use Areas related to District's use, District shall procure and maintain it, at District's sole cost and expense, throughout the term of this MOA.

7. **CEQA Compliance.** The proposed use of DPR Property by School District under this MOA is not subject to the California Environmental Quality Act ("CEQA"), because: (i) the activity is not a "project" for purposes of CEQA, since it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment; (ii) the activity is exempt from the provisions of CEQA under the common sense exemption, since it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment pursuant to State CEQA Guidelines § 14061(b)(3); and (iii) the activity is exempt under § 15301 of the CEQA Guidelines, since the activity involves the operation of an existing public facility with negligible or no expansion of its existing use or consists of minor leasing of existing facilities.

8. **Notices.**

Address for Notices:

District: Dr. Ryan Smith, Superintendent
rsmith@monroviashools.net

County/DPR: Sean Woods,
Division Chief of Planning
Department of Parks and Recreation
1000 South Fremont Avenue, Unit #40
Building A-9 West, 3rd Floor
Alhambra, CA 91803
(626) 588-5345
swoods@parks.lacounty.gov

or such other place in California as may hereinafter be designated in writing respectively by District or County

Park Site Contacts:

District:

Attn: _____

email: _____

phone: _____

County:

_____ County Park

Attn: _____

email: _____@parks.lacounty.gov

phone: _____

9. **Consideration.**

County will charge District monthly for the District's use of the Use Area according to the current fee schedule attached hereto and incorporated as **Exhibit B**.

For recurring and single-day use by K-12 schools of the Use Areas for school-sponsored athletic activities, excluding Physical Education classes and aquatics use, District will pay a 25 percent discounted rate offered to Community Partner/Schools according to the current fee schedule as shown in Exhibit B.

In lieu of rental fees for school-sponsored athletic activities, at the sole option of the County, the District may provide the following direct contributions to DPR that are roughly equivalent to the fair market value of the amount of rental fees incurred for District's recurring use of Use Area:

- Funding for Programs and/or Projects
- In-Kind Goods and Services
- Parks and Recreation Facility Maintenance

For all other educational institutions and for K-12 schools other uses_ (e.g., aquatics use, physical education, tournaments, fundraising events, picnics, graduations, etc.) the District and its Schools will pay the full rental fee according to the current fee schedule as shown in Exhibit B.

In addition, school use outside of standard operating park hours and usage of indoor facilities will require an additional charge for staff time based on County's annual salary rates. County may, in its sole discretion, modify use fees so long as the fees do not exceed the costs of service.

Maintenance. County shall have no obligation to alter, remodel, improve or repair the Use Areas or improvements within the Use Areas. District and County are each responsible for ensuring that the Use Areas are restored to good, clean condition and ready for change to new active play.

10. **Advertising Materials, Signs and Publicity.** With the exception of any signs currently located or used on the Use Areas, and any maintenance or replacement thereof, District shall not post any additional signs upon the Use Areas without the Director's or designee's prior written consent. District may place temporary directional signs, as approved by Director or designee, around the Use Areas during the time period of District's Use, so long as all such temporary signage is removed at the end of the business day during regular operations. District shall not promulgate nor cause to be distributed any advertising, or promotional materials referencing the County of Los Angeles Department of Parks and Recreation or any DPR facilities or parks unless prior written approval thereof is obtained from Director or designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts.
11. **Safety.** District shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury during District's use of Use Areas. District shall cooperate fully with the County in the investigation of any injury or death occurring on the Use Areas, including a prompt verbal and written notification to the Director or the designated County representative on-site.
12. **Damage and Destruction.** District shall assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of District's equipment, materials, tools, and vehicles owned hired, leased, or used by District within DPR Property, including within the Park and/or Use Areas, except to the extent that such damage or destruction and loss result from willful misconduct of County. District shall repair or replace, to the satisfaction of County, any and all County property lost, damaged, or destroyed as a result of District's activities and/or use of DPR Property, including the Park and/or Use Areas. Should District fail to

promptly make repairs or replacements to County's satisfaction, County may have these repairs made at District's sole cost and expense.

13. **District Supervision.** District shall provide adult supervision of students at all times when students are present in DPR Property, including in the [Park] and/or Use Areas.
14. **American with Disabilities Act (ADA)** DPR is dedicated to providing people with and without disabilities the opportunity to participate in DPR programs together. The ADA is federal legislation that gives civil rights protection to individuals with disabilities, similar to those rights provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services, and telecommunications. District shall be responsible for providing reasonable accommodations for District's students, staff, volunteers, parents and invitees in compliance with all applicable laws and regulations to the extent possible, including the ADA.
15. **Waiver of Liability.** District shall include County in the exculpatory clause on any waiver of liability or release of liability agreement used by District related to its use of DPR Property.
16. **Indemnification.** To the fullest extent permitted by law, District shall indemnify, defend and hold harmless County and its Special Districts, elected and appointed officers, employees, agents, representatives and volunteers ("County Indemnitees") from and against any and all liabilities, damages of any kind (including without limitation personal injuries, property damages, special and consequential damages), losses, demands, claims, actions, fees, costs and expenses, including without limitation attorneys' fees, expert fees and expenses of any nature whatsoever arising out of or related to: (1) the District's (including its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) use of, or acts, omissions or negligence concerning, the DPR Property including without limitation the Park and/or Use Areas; (2) events at DPR Property organized by District (including such events organized by its elected and appointed members, officers, employees, consultants, contractors, vendors, invitees, agents, representatives and volunteers) including without limitation events which encompass multiple schools or school districts; and/or (3) this Agreement, except for any such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. To the extent waivable pursuant to applicable law, the indemnification obligations hereunder shall not be subject to or barred by any statutory immunities, and shall not be limited in any way by a statutory limitation on amount or type of damages. Any legal defense pursuant to District's indemnification obligations under this Paragraph 16 shall be conducted by District and performed by counsel selected by District and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in and control any such defense. The terms of this paragraph shall survive the termination or expiration of this Agreement.

17. **Insurance** – During the term of this Agreement or as otherwise specified herein, the following insurance requirements shall be in effect. District shall purchase commercial insurance to satisfy its insurance requirements herein. District, at its sole option, may elect to use a program of self-insurance, risk retention group, risk purchasing group, pooling arrangement and captive insurance to satisfy the Required Insurance provisions for Workers Compensation and Property Insurance. No insurance shall contain any exclusion for claims based on alleged civil rights violations.

General Insurance – District Requirements: Without limiting District’s indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, District shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Article 17, “General Insurance” and the “Insurance Coverage Requirements – Types and Limits” Sections of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon District pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the District for liabilities which may arise from or relate to this Agreement.

Evidence of Coverage and Notice to County: Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the District’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing use of DPR Property under this Agreement.

- i. Renewal Certificates shall be provided to County not less than 10 days prior to District's policy expiration dates. County reserves the right to obtain complete, certified copies of the District and/or Sub-Contractor insurance policies at any time.
- ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match District’s name. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- iii. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the District, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Parks and Recreation
Attention: Sean Woods, Division Chief of Planning
1000 South Fremont Avenue, Unit #40, Building A-9 West
Alhambra, California 91803

- iv. District also shall promptly report to County any injury or property damage, accident or incident, including any injury to a District employee occurring on DPR property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to District. District also shall promptly notify County of any third party claim or suit filed against District or any of its Sub-Contractors which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against District and/or County.

Additional Insured Status and Scope of Coverage. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under District's General Liability policy with respect to liability arising out of District's use of DPR Property. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the District's acts or omissions, whether such liability is attributable to the District or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

Cancellation of or Changes in Insurance. District shall provide County with, or District's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

Failure to Maintain Insurance. District's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a

material breach of this Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from District resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to District, deduct the premium cost from sums due to District or pursue reimbursement from District.

Insurer Financial Ratings. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

District's Insurance Shall Be Primary. District's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to District. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any District coverage.

Waivers of Subrogation. To the fullest extent permitted by law, District hereby waives its and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or related to this Agreement. District shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Sub-Contractor Insurance Coverage Requirements. District shall include all Sub-contractors as insureds under District's own policies or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. District shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the County and District as additional insureds on the Sub-Contractor's General Liability policy. District shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

Deductibles and Self-Insured Retentions (SIRs). District's policies shall not obligate the County to pay any portion of any District deductible or SIR. The County retains the right to require District to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing District's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

Claims Made Coverage. If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this Agreement. District understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

Application of Excess Liability Coverage. County may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow

form” over) the underlying primary policies to satisfy the Required Insurance provisions.

Separation of Insureds. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

County Review and Approval of Insurance Requirements. The County reserves the right to review and adjust the Required Insurance provisions conditioned upon County’s determination of changes in risk exposures.

INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

Commercial General Liability insurance, naming County and its Agents as an additional insured, with limits of not less than the following:

Note: Commercial General Liability insurance limits vary depending on the District’s activities in the County park. The higher limits apply if the District engages in both types of activities listed below.

- I. Limits required when District uses DPR Property, including the Park, for short-term school-sponsored activities other than pool usage:

General Aggregate:	\$ 4 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 2 million
Each Occurrence:	\$ 2 million

- II. Limits required when District’s short-term school-sponsored activities include pool usage:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury	\$ 5 million
Each Occurrence:	\$ 5 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limit of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of District’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If District will provide leased employees, or, is an employee leasing or temporary staffing firm

or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to District's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Property Coverage: District given exclusive use of County owned or leased property of the total combined value of more than \$100,000 shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on District's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

18. **Licenses/Permits**. The County shall be entitled to issue licenses and/or permits for the temporary use of the Use Areas by community groups, organizations and members of the public, and to charge or waive fees for the use thereof at will; provided, such licenses or permits do not conflict or interfere with District's use as provided in Section 5. District shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Use Areas by County.
19. **District's Default**. District shall be in material default of any of its obligations under this Agreement if District fails to observe and perform District's obligations hereunder when such failure continues for thirty (30) days after written notice thereof to District. Failure to provide written notice of noncompliance of the terms or conditions by County shall not constitute a waiver of the terms or conditions.
20. **County's Remedies**. In the event of any default by District as described in Section 17 above, subject to all applicable laws that may restrict remedies against a school district, including, but not limited to, restrictions within the California Education Code, County's may, in addition to any other rights or remedies at law or in equity, terminate this Agreement.
21. **Independent Status**. This MOA is by and between County and District. It is not

intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and District. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit, or remedy of any nature under or by reason of this MOA. District understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of District pursuant to this MOA.

22. **Notices.** All notices, demands, and communications between District and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or District at the addresses shown in paragraph 6 above. Unless otherwise directed, any notice required to be given by this Agreement or regarding compliance with this Agreement shall be given to all County representatives listed in paragraph 8. Either party may, by notice to the other given pursuant to this Section 20, specify additional or different addresses for notice purposes.
23. **Employees.** All references to the "District" herein are deemed to include the District's employees, agents, contractors, apprentices, volunteers, and anyone allowed under written contract with District to access DPR Property, including the Park and/or Use Areas.
24. **Limitations.** It is expressly understood that in granting the right to use said DPR Property, including the Park and/or Use Areas, no estate or interest in real property is being conveyed to the District, and that the right to use is only a nonexclusive, revocable and unassignable permission to use DPR Property, including the Park and/or Use Areas, in accordance with the terms and conditions of this MOA.
25. **Entire Agreement.** This MOA contains the entire agreement between the Parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and District.
26. **Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
27. **Amendments.** The terms of this MOA may be amended by the Director or her designee upon mutual agreement of County and District subject to approval or ratification by the Governing Board of the District.
28. **Power and Authority.** The District hereby acknowledges that it has the legal power, right and authority to enter into this Agreement, and to comply with the

provisions hereof. The individuals executing this Agreement on behalf of any legal entity comprising District hereby represent that they have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement. In accordance with California Education Code sections 17604 and 81655, this Agreement is not a valid or enforceable obligation unless and until it has been approved or ratified by motion of the Governing Board of the District duly passed and adopted (**See Exhibit C**).

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.
30. **PDF Signature as Original.** Notwithstanding any law to the contrary, including Evidence Code sections 255 and 260, a signature in a pdf form is deemed to be an original for purposes of this Agreement.
31. **Assignment.** This MOA is personal to the District, and any attempt to assign or transfer same in whole or part without County's prior written consent shall immediately terminate all of District's rights hereunder.
32. **Authority to Stop.** In the event that an authorized representative of County finds that District's activities on DPR Property, including the Park and/or Use Areas, unnecessarily endanger the health or safety of persons on or near said DPR Property, including the Park and/or Use Areas, the representative may require that said activities cease immediately and that District's activities covered by this MOA be immediately suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
33. **Termination.** This Agreement may be terminated at any time without cause for any reason or no reason at all at the option of County or District by giving 30 days' notice of termination. The Agreement may be terminated by the mutual agreement of the Parties at any time, upon terms and conditions agreed to by the Parties.
34. **Restoration of DPR Property.** Upon any termination or expiration of this Agreement, District shall surrender the Use Areas in a neat and clean condition to the satisfaction of County, remove District's property therefrom, and restore the Use Areas to the reasonable satisfaction of County, normal wear and tear excepted. If County determines that restoration has not been completed to County's satisfaction under any scenario, County may restore said Use Areas at the sole expense of District.
35. **Alteration of Premises.** Prior to accessing the Use Area(s), District has examined the Use Area(s) and knows the condition thereof. District accepts the Use Areas in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Use Areas shall become the property of County upon the termination or expiration

of this Agreement.

36. **County Lobbyist Ordinance** District is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
37. **Conflict of Interest**. No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by District or have any other direct or indirect financial interest in this Agreement.
38. **Solicitation of Consideration**. It is improper for any officer, employee or agent of County to solicit consideration, in any form, from a District with the implication, suggestion or statement that the District's provision of consideration may secure more favorable treatment for District in the award of the Agreement or that District's failure to provide such consideration may negatively affect the County's consideration of District's submission. A District shall not offer to or give, either directly or through an intermediary, consideration, in any form, to an officer, employee or agent of County for the purpose of securing favorable treatment with respect to the award of an Agreement. District shall immediately report any attempt by an officer, employee or agent of County to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Agreement being terminated.
39. **Nondiscrimination**. District and all others who from time to time may use DPR Property, including the Park and/or Use Areas, described herein with the permission of County and on the terms and conditions specified herein shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.
40. **Compliance with the County's Smoking Ban Ordinance**. Smoking shall be prohibited at all parks, except:
 - a. Smoking shall be permitted by actors who may be acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and
 - b. Smoking shall be permitted within the Use Areas, in designated areas, with prior approval and at the discretion of the Director, in consultation with the operation of

the subject DPR park/facility).

41. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** District acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting District's duty under this Agreement to comply with all applicable provisions of law, District warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

42. **COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

District acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The District further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the County Policy of Equity (CPOE). The District, their employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of District, their employees, or subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject District to termination of contractual Agreements as well as civil liability.

43. **Public Records Act**

Any documents submitted by District and all information obtained in connection with this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

44. **Transfer of Title/Park Transfer.** In the event County transfers title of the Park and the licensed Use Areas to a newly-formed or existing governmental agency, this Agreement shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this Agreement. County agrees to use its best efforts to obtain said assignment in the event County transfers title of the Park to a newly-formed or existing governmental agency. In the event County closes the Park this Agreement shall terminate upon the effective date of such closure. County shall provide written notice to District upon any consideration by the County of the possibility of transferring or closing the Park. County shall provide District with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.
45. **Survival of Covenants.** The covenants, agreements, indemnities, representations and warranties made herein are intended to survive the termination of the Agreement.
46. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

(Signature pages follow)

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this Agreement to be duly executed on its behalf, and the County, by order of its Board of Supervisors, has caused this Agreement to be duly executed on its behalf by the Director of Parks and Recreation thereof, as of the day, month and year first written above.

MONROVIA UNIFIED SCHOOL DISTRICT

A district organized and existing under the laws of the State of California

By: _____
Ryan D. Smith, Superintendent

Date: _____

Approved as to form:

By: _____
Real Estate Counsel

Date: _____

COUNTY OF LOS ANGELES
Department of Parks and Recreation

By: _____

Date: _____

Norma E. García-González
Director

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Date: _____

By: _____

Date: _____

Deputy Counsel

EXHIBIT C

DOCUMENTATION OF DISTRICT BOARD APPROVAL OR RATIFICATION

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

9. 22/23-2050 - PURCHASE OF LIGHTING BOARD FROM COMPASS SYSTEMS, LTD FOR THE TAYLOR PERFORMING ARTS CENTER

RECOMMENDATION

The Board of Education is requested to approve the purchase of a new lighting board for the Taylor Performing Arts Center located on the Monrovia High School campus.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

In 2018, the District purchased a used (10-year-old) lighting board from Arcadia Unified School District. This year, during the Footloose performance, the board stopped responding consistently to the inputting of lighting cues. This is an essential operation when setting lights for any production. The District worked out an agreement with Citrus College to borrow their lighting board. The board was returned to Citrus College on September 1st. Our current board functions on a limited and inconsistent basis; the board is no longer reliable for programming new lighting cues.

Background:

The Taylor Performing Arts Center is used by the community and students. During the year, the center hosts over one hundred community and school events. Full Compass Systems, Ltd was founded in 1977 and has remained committed to making a full assortment of professional audio, video, lighting, and musical instruments accessible and affordable to customers nationwide. Full Compass Systems, Ltd provides expert advice and training on the latest technology and support with replacement parts and repairs.

Budget Implication (\$ Amount):

The cost will be funded using Title IV funds.

Legal References:

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

Additional Information:

A copy of the quote is attached.

ATTACHMENTS

- [BA Item 2050\(b\) Purchase of Lighting Board from Full Compass Systems, Ltd. 9-28-22.pdf](#)

Full Compass Systems, Ltd

9770 Silicon Prairie Parkway
MADISON, WI 53593
608-831-7330
Fax: 608-831-6330

Quotation

Confirmation #	SOC4837637-1
Page	1 of 1
Date	9/13/2022
Sales order	SOC4837637
Purchase order #	Quote
Ordered by	Patrick
Salesperson	George Koury
Payment	Credit Card
Customer account	CUC0025620
FOB	FOBO
Expiration date	10/28/2022

Bill to:

MONROVIA UNIFIED SCHOOL DISTRICT
325 E HUNTINGTON DR
MONROVIA, CA 91016-3585

Ship to:

MONROVIA HIGH SCHOOL
845 W COLORADO BLVD
MONROVIA, CA 91016-2517

Mfg	Item number	Description	Qty ordered	Unit	Ship via	Unit price	Extended price	Fin
ETC	ION-XE-20-2000	Ion Xe Console, 20 faders, 2048 Outputs 4311A1021-US	1	EA	Bestway	\$11115.00	\$11115.00	

<https://www.fullcompass.com/prod/537891>

Sales subtotal amount:	\$11115.00
Promotional discount:	\$0.00
Shipping & handling:	\$0.00
Net amount:	\$11115.00
Sales tax:	\$1139.29
Total:	\$12254.29
Prepaid:	\$0.00
Balance due:	\$12254.29

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

10. 22/23-2051 - MEMORANDUM OF UNDERSTANDING BETWEEN MONROVIA UNIFIED SCHOOL DISTRICT AND THE LOS ANGELES COUNTY OFFICE OF EDUCATION

RECOMMENDATION

The Board of Education is requested to approve a Memorandum of Understanding (MOU) between Monrovia Unified School District and Los Angeles County Office of Education (LACOE) for cost sharing for LACOE's procurement, configuration, and implementation of a new countywide Enterprise Management System (ERP).

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond _____, Board Member Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The approval of the Memorandum of Understanding (MOU) will allow MUSD to use the new countywide Enterprise Resource Planning (ERP) system, replacing the current countywide Human Resources System (HRS) and PeopleSoft Financial System (PSFS), as outlined in the MOU.

Background:

The District uses LACOE's HRS system for human resources and payroll processing and LACOE's Peoplesoft (PSFS) system for budgeting, accounting, and financial reporting. The HRS and PSFS systems are approximately 28 and 17 years old, respectively. They are costly to maintain, and it is time to replace them. LACOE is planning to procure, configure, and implement an ERP system, which will provide comprehensive human capital management and financial services for LACOE and participating school districts and other agencies in Los Angeles County. LACOE's commitment to the project has exceeded \$40 million dollars. LACOE has completed Phase I of implementation, and all 150+ districts have "gone live" with the BEST financial and purchasing module. Phase II of the project is a much more significant undertaking as the HRS (30+ old) legacy system will be replaced by the BEST Human Capital Management (HCM) Module. The District's estimated total contribution for the remaining 3-year period is \$193,582.37 beginning in the fiscal year 2022-23. LACOE's implementation timeline for HCM includes phased agency grouping, testing, and training of District Human Resource and Business office staff.

Budget Implication (\$ Amount):

The approval of this MOU will result in a maximum additional cost to the District of \$193,582.37, payable over three years in the amount of \$64,527 each year beginning in the fiscal year 2022-23.

Legal References:

California Education Code 17504 states that a contract and/or agreement are not valid until approved by the Board of Education.

Additional Information:

A copy of the Memorandum of Understanding is attached.

ATTACHMENTS

- [BA Item 2051\(b\) MOU with LACOE 9-28-22.pdf](#)

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION
AND THE AGENCY**

WHEREAS, the LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90241-2890, hereinafter referred to as “LACOE,” and Monrovia Unified School District located at 325 E. Huntington Drive, Monrovia, CA 91016, hereinafter referred to as “Agency,” previously entered into Memorandum of Understanding (MOU) #C-17160 for the procurement, configuration, and implementation of an Enterprise Resource Planning system; and

WHEREAS, the BEST/CGI Advantage System was selected under the MOU; and

WHEREAS, implementation of the BEST/CGI Advantage System has been impacted as a result of the COVID-19 pandemic and other shared factors, necessitating this Amendment; and

WHEREAS, LACOE’s financial contributions to the project have significantly exceeded the forty million dollars (\$40,000,000) in matching funds it committed to fund under the MOU. LACOE shall continue to provide matching funds for the three-year period set forth in this Amendment.

NOW, THEREFORE, LACOE and AGENCY mutually agree to amend the original MOU as follows:

1. Section 9 TERM, of the original MOU, shall be amended to extend the MOU through June 30, 2026.
2. The Amount of the MOU as specified in Section 1, of the original MOU, shall be increased by \$64,527.44 per year, for a period of three years, to cover implementation costs for Fiscal Years 2022/23 through 2024/25.
3. The additional payments described in Paragraph 2 of this Amendment shall be made via quarterly journal voucher in equal amounts each of the three Fiscal Years, in accordance with Section 1 of the original MOU. Agency, at its discretion, may elect to make these payments beginning in the 2022/23 Fiscal Year and ending in the 2024/25 Fiscal Year, or may defer payments for one year, and make these payments beginning in the 2023/24 Fiscal Year and ending in the 2025/26 Fiscal Year. Alternatively, if Agency elects to make a single, lump sum payment prior to December 31, 2022, it shall receive a 5% discount for doing so. Agency shall make its choice by marking the applicable box below.

Choose One Option

- A. _____ Agency chooses to make twelve quarterly payments of \$16,131.86 per quarter, beginning in the 2022/23 Fiscal Year and ending in the 2024/25 Fiscal Year.

- B. _____ Agency chooses to make twelve quarterly payments of \$16,131.86 per quarter, beginning in the 2023/24 Fiscal Year and ending in the 2025/26 Fiscal Year.
 - C. _____ Agency chooses to make one payment in the amount of \$183,903.20, representing payment for all three fiscal years, prior to December 31, 2022, reflecting a five percent (5%) discount.
4. The following provision is included in this MOU Amendment:

FORCE MAJEURE

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

This Amendment is effective upon execution. Any dates set forth in the original MOU shall be deemed updated/revised, if necessary, to be compatible with this Amendment. All other terms and conditions of the original MOU shall remain the same.

LOS ANGELES COUNTY OFFICE OF EDUCATION

DISTRICT / AGENCY

By: _____
Karen Kimmel

By: _____
Ryan D. Smith

Title: Chief Financial Officer

Title: _____
Superintendent

Date: _____

Date: _____

Report 9/12/22

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

11. 22/23-2052 - ARCHITECTURAL SERVICES AGREEMENT WITH WEST GROUP DESIGNS, INC FOR THE CANYON EARLY LEARNING CENTER (CELC) SHADE STRUCTURE MODERNIZATION PROJECT

RECOMMENDATION

The Board of Education is requested to approve an architectural services agreement with West Group Designs, Inc. to perform design, construction project management, supplier coordination, and quality control for the implementation of a new shade structure for Canyon Early Learning Center (CELC) toddler play surface area and amphitheater area.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,
Board Member Gholar____, Board President Lockerbie_____

Rationale:

The current play area and amphitheater area at CELC do not provide any shade protection from the direct sunlight in their present state. A shade structure would provide some relief and protection from the sun while students are playing outside.

Background:

West Group Designs, Inc. is a successful and highly experienced architectural firm servicing public education districts within the Southern California region. They have many years of experience completing projects of all types, scopes, and budgetary amounts with excellent demonstrable outcomes. The firm was selected from a list of highly vetted architectural firms.

Budget Implication (\$ Amount):

Shade Structure construction has been earmarked by the use of Capital Facilities Fund (40). Architectural Firm proposal fees for CELC are approximately \$26,800. Total projected costs include an architectural firm fee of \$26,800 and construction outline/estimate equipment, material and installation, labor, and fees for playground structure, shade components, and surface flooring, which are approximately \$134,320.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2052\(b\) Architectural Services Agreement with West Group Designs, Inc. 9-28-22.pdf](#)

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of July in the year 2022 by and between the MONROVIA UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and WESTGROUP DESIGNS, INC. hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the Canyon Early Learning Center Shade Structure Modernization, herein after referred to as the "CELC Shade Structure Modernization Project" and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon by the approved project schedule in writing by the DISTRICT.

4. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public-school project.

5. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all actions necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall obtain required approvals from applicable governmental agencies (for both on and off-site approvals) and any other applicable entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions and lead the DISTRICT with coordination and action response to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the

PROJECT that will most efficiently and timely complete the PROJECT.
This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, project schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide practical, relevant and applicable planning surveys, site evaluations and comparative studies of similar prospective sites, buildings or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, and other related documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager, shade structure vendor equipment/installer and applicable playground surfacing contractor retained by the ARCHITECT and/or DISTRICT. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs and as further described in Articles V and VI along with inventory of material, equipment, and labor consistent with OPSC and DSA requirements.

12. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

13. The ARCHITECT shall provide design and other services required for, or in connection with, graphics and signage. All other design services are addressed under Article III as an Additional Service.

14. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit shade structure suppliers, shade structure suppliers or fabricators, surface flooring and applicable related materials to review the quality or status of items being produced for the PROJECT.

15. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, drainage, landscaping, plumbing, mechanical and electrical equipment, fixtures, and playground floor surface coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

16. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school project are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

17. The ARCHITECT shall prioritize the DISTRICT preferred vendors when selecting vendors, contractors and consultants for assigned projects for the DISTRICT. The ARCHITECT shall utilize district allocated funding and budget sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources where applicable.

18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

19. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT. ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. **Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain structures, site buildings/ areas, facilities, or project portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there

is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit and engage a list of qualified engineers for the PROJECT in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions of sites or facilities and verify drawings of such conditions of sites or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training/ consultation to DISTRICT personnel in the operation, repair and maintenance of the playground structure, shade components, playground surface flooring and related aspects.

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid

instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT

prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the Architect's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall

have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require

documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Change Directives to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the Change Directives and direct the Project Inspector to inspect the work as it is completed in accordance with the Change Directive.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, Change Directive, or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, Change Directives, change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified

by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) playground structure, shade component, surface flooring and applicable safety signage have passed inspection by a certified "Playground Safety Audit Specialist" from "ASCIP".(3) PROJECT fit for intended student population use; and (4) DSA Form 152 Inspection Card requirements for the Project have been approved and signed off.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each

Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, Change Directives, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;

(7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and

(8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

(1) Copy of the Notice of Completion.

(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

(4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster's Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III- ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;
- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
- f. Providing contract administration services after the construction Contract time (including any applicable float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated

damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT' s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will only be included in the total Construction Cost used to calculate the ARCHITECT's fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager's fees or general conditions shall not be included in the total Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon thirty (30) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon thirty (30) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, ARCHITECT's sole remedy shall be to dispute for legally binding arbitration within Los Angeles County, California court jurisdiction after the PROJECT has been completed. The ARCHITECT and DISTRICT will mutually/jointly select the arbitrator and all direct, indirect and necessary legal costs and expenses shall be equally borne by both parties regardless of the legally binding decision rendered in support of one party of this agreement.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows: ARCHITECT's fees for orders are paid as approved by the DISTRICT's Board; including, but not limited to, those performing Additional Services related to change

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and
- b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be twenty-five hundred Dollars (\$2500.00) and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT.

Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: playground equipment distributors, playground equipment installers, playground floor surface vendors, landscape architects; surveyors of various types: structural, civil mechanical, electrical and plumbing, stormwater/drainage engineers; and any other necessary design professionals and/ or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault.

c. Professional Liability. To the extent arising out of, pertaining to, or relating

to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, except for ten (10) days' written notice for nonpayment; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, cancellation, or failure to renew or make payment, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
Attn: Dana Smith, Asst. Superintendent
Business Services

Email: dsmith@monroviaschools.net

ARCHITECT:

WestGroup Designs, Inc.
195 W. Jamboree Rd., Ste 100
Irvine, CA 92612
Attn: David Smith, Principal

davids@westgroupdesigns.com

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

10. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

11. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

12. This AGREEMENT shall be governed by the laws of the State of California.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

West Group Designs Inc.

Monrovia Unified School District

By: 
DAVID J. SMITH

By: _____
Ryan D. Smith

Its: PRINCIPAL
7/22/22

Its: _____
Superintendent

EXHIBIT "A"

**ARCHITECT'S FEE SCHEDULE
(for New Construction*,**)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

EXHIBIT "A" (cont.)

**ARCHITECT'S FEE SCHEDULE
(for Reconstruction/Modernization*)**

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

MONROVIA SCHOOLS PLAYGROUNDS (AND FENCE) PROJECTS

25-May-22

Schools	Plymouth	Wild Rose	Canyon	MC Adult	
	Option 2		Covers only	FENCE only	
Civil	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	<SE est
CE MU at 15%	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 750.00	
Total with MU	\$ 10,350.00	\$ 10,350.00	\$ 10,350.00	\$ 5,750.00	
Survey	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	
Suvey MU at 10%	\$ 450.00	\$ 450.00	\$ 450.00	\$ 400.00	
Total with MU	\$ 4,950.00	\$ 4,950.00	\$ 4,950.00	\$ 4,400.00	
Total Engineering	\$ 15,300.00	\$ 15,300.00	\$ 15,300.00	\$ 10,150.00	
WD Fee	\$ 19,556.25	\$ 16,612.22	\$ 9,000.00	\$ 10,810.00	
Total with 10% WD, C&S	\$ 34,856.25	\$ 31,912.22	\$ 24,300.00	\$ 20,960.00	
<u>PLUS reimbursables*</u>	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>	<u>\$ 1,500.00</u>	
A/E FEE Grand total	\$ 37,356.25	\$ 34,412.22	\$ 26,800.00	\$ 22,460.00	

			VVEstimateVV	VVEstimateVV	
			Vfrom quotesV	VVEstimateVV	
Equipment and SS Cost	\$ 64,541.49	\$ 74,373.24	\$ 50,000.00	\$ 108,100.00	< use 470 LF X \$230/LF
Installation	\$ 131,021.00	\$ 91,749.00	\$ 40,000.00		
Totals BIDS AND ESTIMATES	\$ 195,562.49	\$ 166,122.24	\$ 90,000.00	\$ 108,100.00	
<u>Total estimated project costs</u>					
<u>(Fees, Equipment, Installation)</u>	<u>\$ 232,918.74</u>	<u>\$ 200,534.46</u>	<u>\$ 116,800.00</u>	<u>\$ 130,560.00</u>	
<u>Suggested Contingency 15%**</u>	<u>\$ 34,937.81</u>	<u>\$ 30,080.17</u>	<u>\$ 17,520.00</u>	<u>\$ 19,584.00</u>	
Total Budget Costs	\$ 267,856.55	\$ 230,614.63	\$ 134,320.00	\$ 150,144.00	

*Reimbursables to Include: Costs + 10% for reproducibles and travel to the sites.

**Contingency is for Design and Construction + Procurement unforeseen costs.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

12. 22/23-2053 - SHARP LEASE COPIER/PRINTER LEASE AGREEMENT

RECOMMENDATION

The Board of Education is requested to approve a five (5) year (60 month) lease agreement, with a purchase option, from Sharp Corporation for two (2) MX – M5071 copier/printer units for Monroe Elementary School. The site will own copier units at the conclusion of the lease term period.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The District replaced/installed a new and upgraded copier at all site offices that were assessed for replacement last fiscal year except Monroe Elementary School. The site's office and instructional room copier need replacement to support instruction and administrative staff operations.

Background:

Sharp is the vendor that services the MUSD copiers. Copier features in terms of size, speed, variety of functions, copy quality, and maintenance lifecycle were evaluated. Sharp Corporation's maintenance agreement and service will also be consistent with the current copier service agreements. The term of the lease is effective October 1, 2022. The term lease price includes the costs of the maintenance agreements for two (2) units. Copier unit delivery and installation will be scheduled between October 1-5, 2022.

Budget Implication (\$ Amount):

The total cost of two (2) new copier units, with a five (5) year (60 month) lease with a purchase option, is \$15,081.60, including a one-time document fee and applicable taxes. The cost per black and white copy is 0.005 cents. Color and staple accessory features are not included.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2053\(b\) Sharp Copier Lease Agreement 9-28-22.pdf](#)

Equipment Lease Agreement # _____

EQUIPMENT						
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 45%; border-bottom: 1px solid black;">Equipment MFG Model & Description (2) Sharp MX -M 5071</td> <td style="width: 20%; border-bottom: 1px solid black;">Serial Number</td> <td style="width: 35%; border-bottom: 1px solid black;">Accessories (2) Inner Finisher - Paper Pedestal</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table> <input checked="" type="checkbox"/> See attached schedule for additional Equipment / Accessories	Equipment MFG Model & Description (2) Sharp MX -M 5071	Serial Number	Accessories (2) Inner Finisher - Paper Pedestal			
Equipment MFG Model & Description (2) Sharp MX -M 5071	Serial Number	Accessories (2) Inner Finisher - Paper Pedestal				

Billing Address: 325 East Huntington Drive - Monrovia, CA 91016
 Equipment Location: Monroe Elementary School - 402 West Colorado Blvd, Monrovia, CA 91016

SUPPLIER	TRANSACTION TERMS
Sharp Electronics Corporation Name 8670 Argent St. Address Santee CA 92071 City State Zip	Purchase Option: Fair Market Value Lease Payment: \$ <u>251.36</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$125.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
Sharp Electronics Corporation By: X _____ Name: _____ Title: _____ Date: _____	<u>Monrovia Unified School District</u> (Lessee Full Legal Name) By: X _____ Name: <u>Ryan D. Smith</u> Title: <u>Superintendent</u> Date: _____ Federal Tax ID: _____

stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID#

SALES REP:

Tom Ketchum

ACCOUNT ID#

START DATE:

CUSTOMER BILL TO INFORMATION			
COMPANY NAME Monrovia Unified School District			
ADDRESS 325 East Huntington Drive			
CITY Monrovia	STATE California	ZIP CODE 91016	
BILLING CONTACT Ricardo Harris			
PHONE 626-471-2082			
EMAIL ADDRESS rharris@monroviaschools.net			
POOL CONTRACT NUMBER		GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE, ETC.)			
PURCHASE ORDER NUMBER			

CUSTOMER LOCATION			
COMPANY NAME Monroe Elementary School			
ADDRESS 402 West Colorado Blvd			
CITY Monrovia	STATE California	ZIP CODE 91016	
SERVICE CONTACT Cory Martinez		PHONE 626-471-2381	
EMAIL ADDRESS Cmartinez@monroviaschools.net			
METER CONTACT Cory Martinez		PHONE 626-851-0444	
EMAIL ADDRESS Cmartinez@monroviaschools.net			
MICAS CONTACT Cory Martinez		PHONE 626-851-0444	
EMAIL ADDRESS Cmartinez@monroviaschools.net			

DETAIL OF CHARGES				
TOTAL BASE		METER ALLOWANCE		EXCESS CHARGE
\$0.00	Quarterly	B/W	0 Quarterly	0.00500000
TERM	POOL	COLOR	0	
12	SELECT	Maintenance Charges are Not Part of the Lease Agreement		

AGREEMENT ENTITLEMENT					
Labor	Parts	Drums	B Toner	C Toner	Staples
YES	YES	YES	YES	No	NO
Connect Shield					
YES					

EQUIPMENT COVERED					
Model	Serial #	ID #	BW Start Meter	Color Start Meter	Physical Location
MX-M5071					
MX-M5071					

CONNECT SHIELD DIGITAL CONNECTIVITY SUPPORT OPTION	
SCOPE OF STANDARD INSTALLATION	
<p>Sharp Business Systems Responsibilities:</p> <ul style="list-style-type: none"> Identification of needed configuration modifications Delivery and Installation of all system components/software Complete assembly & testing of purchased components Configure system for specific network architecture Connection of system to an active network port Generation of server and up to 5 workstation printer test pages Training of Client IT support on PC print driver setup Provide Unlimited Help Desk Support for covered devices 	<p>Client Responsibilities:</p> <ul style="list-style-type: none"> Provide complete and accurate site survey Must have IT Administrative support available during install Ensure compatible and updated OS on all workstations/servers All servers/storage fully backed up prior to install procedures Create all print queues as applicable Provide live network drops at each system location Provide static IP address for each system as required Provide appropriate network cables/cabling
<p>Services Included During Installation and Life of Agreement</p> <ul style="list-style-type: none"> All items listed above under heading of Sharp Business Systems Responsibilities Complete coverage of Print Controller and NIC Card including firmware updates Server/PC driver install, reinstallation and updates Vendor specific utilities installation, reinstallation and updates 	

AUTHORIZATION	
Comments: _____	
X	<p>I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.</p>
	<p>Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.</p>
<p>THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.</p>	
<p>Sharp Authorization _____ DATE _____</p>	
<p>Ryan D. Smith, Superintendent</p>	
<p>AUTHORIZED CUSTOMER PRINTED NAME</p>	
<p>AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____</p>	

CUSTOMER CARE MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Connect Shield Coverage Agreement ("Agreement") is made between Sharp Electronics Corporation XXXX ("SBS") and XXXX ("Customer"). The Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard facsimile (thermal) paper or substandard supplies, other causes beyond the control of SBS or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the proceeding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, SBS may terminate this Agreement if the Equipment is modified, damaged, altered or serviced by personnel other than the SBS Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to SBS's standard overtime rates in effect at the time of the Maintenance visit. SBS will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below. SBS reserves the right to exchange unit in certain situations rather than service on site.

3. REPAIR AND REPLACEMENT OF PARTS All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of SBS, an Overhaul be necessary for the Equipment to be in working condition, SBS will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, SBS may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

5. USE OF SBS SUPPLIES Customer is not obligated to use SBS approved supplies under this Agreement. If, however, the Customer uses other than SBS approved supplies (other than paper) and such supplies result, in SBS's reasonable judgment, additional Maintenance, then SBS may, at its option, assess a surcharge or terminate this Agreement. If SBS terminates this Agreement, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. SBS will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, SBS will invoice and the Customer agrees to pay, for the excess supplies at SBS's current retail prices then in effect. SBS reserves the right to charge for Supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

7. ELECTRICAL REQUIREMENTS In order to insure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of term renewal. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within ten (10) days of the date of the SBS invoice. Past due amounts shall accrue interest at a rate not to exceed 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new SBS service territory, SBS shall

have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current SBS service territory and that of the new SBS service territory (on a pro rata basis). If such equipment is moved beyond any SBS service territory, SBS reserves the right to cancel this Agreement, upon written notice to the Customer, or SBS may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing SBS may take into account the distance to Customer's new location and SBS published rates for SBS's "time and materials", "Per Call" service. SBS reserves the right to increase and/or otherwise modify its service rates and services on each anniversary date of this Agreement. A fuel surcharge may be imposed when fuel prices exceed 10% of the cost of fuel at the execution of this agreement.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, SBS may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. A monthly service fee may be assessed if Customer elects for non-participation in the SBS meter collection automation software.

10. TERM This Agreement shall become effective upon SBS's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay SBS the SBS excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreement (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, SBS may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to SBS within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to SBS whatsoever for any further fees or expenses arising hereunder. In the event SBS terminates this Agreement because of the breach of Customer, SBS shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold SBS, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("SBS Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer or Customers' employees, agents, vendors, contractors or representatives. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action SBS may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. SBS shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by SBS in connection with actions taken by SBS or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SBS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any SBS transactions with Customer. The foregoing provisions of this paragraph 12 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSORS AND ASSIGNS Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may

assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly reflects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall SBS be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by SBS is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services or support.

20. FORCE MAJEURE SBS shall not be liable to Customer for any failure or delay caused by events beyond SBS's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

21. NO WARRANTY SBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

22. INSURANCE If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

TERMS & CONDITIONS SPECIFIC TO CONNECT SHIELD COVERAGE

A. Customer is advised to contact SBS prior to updating or changing any application software or operating system.

B. Additional loading of other drivers, utilities, security updates, anti-virus or other programs to existing workstations/servers that causes SBS supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate.

C. Proprietary application support by SBS may be provided on a billable best effort basis. This effort is based upon SBS experience, customer experience and the ability to openly contact proprietary software vendor's support. SBS makes no representation of ability to support proprietary software. Any vendor support charges would be the responsibility of the customer. SBS support for this will be billed at the current hourly rate.

D. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. SBS bears no responsibility for any damages, data or productivity loss from said PC or Network Devices.

E. **Derivative Works:** Customer shall not (i) modify, copy or create derivative works based on any SBS Software; (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the SBS Software.

(v.2021.05.25) USA-SEC-2021-SBS-00017

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

13. 22/23-2055 - FOOD CATERING TRUCK AGREEMENT - PATTY MEETS BUN

RECOMMENDATION

The Board of Education is requested to approve a food catering truck agreement with Patty Meets Bun for the purpose of a fundraising event at Plymouth Elementary School in the Monrovia Unified School District.

Motion by _____, seconded by _____, Vote _____
Board Member Travanti____, Board Member Hammond ____, Board Member
Anderson____,
Board Member Gholar _____, Board President Lockerbie _____

Rationale:

Approval of this agreement will allow Patty Meets Bun to participate in Plymouth Elementary School's fundraising activities and on other campuses as needed.

Background:

Plymouth Elementary School is hosting a STEAM Family Night event on September 30, 2022. The proceeds of the funds raised from the event will be used for various school educational programs. Once the Board approves this agreement, it will allow Patty Meets Bun to participate in fundraising activities on other campuses as needed.

Budget Implication (\$ Amount):

There will be no cost to the District for Patty Meets Bun to participate.

Legal References:

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

Additional Information:

A copy of the agreement is attached.

ATTACHMENTS

- [BA Item 2055\(b\) Food Truck Catering Agreement - Patty Meets Bun 9-28-22.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR FOOD CATERING TRUCK SERVICES

This agreement is entered into this 28th day of September, by and between Patty Meets Bun hereinafter referred to as "Company," and the Monrovia Unified School District, hereinafter referred to as "District."

1. Company agrees to provide food catering truck services for the 2022-23 school year for various school sites.

The food products shall meet the following minimum specifications:

- a. Delivery temperature: Cold Food: 41° or less, Hot Food: 135° or more.
 - b. The food product shall be Consultant's regular retail product unless modification is requested in writing by the District.
 - c. The storage, preparation, handling, cooking and delivery of the food products (the procedures) shall comply with the guidance outlined in the California Retail Food Code dated January 1, 2021 and any other local, state and federal food laws issued by governing authorities. Company shall immediately notify the District in writing of any potential disease or illness problems associated with the food product which stem from improper procedures or defective food product.
2. Company shall render all services provided herein as an independent contractor, and not as an employee or agent of District. This agreement is subject to annual renewal.
 3. Company shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding its employees, including workers' compensation, and the services to be provided. Company cannot sub-contract performance to a third-party without District approval.
 4. The District reserves the right to terminate this agreement and compensate company only for services rendered up to the date of termination. Written notice by the District's Superintendent or designee shall be sufficient to stop further performance of services by Company. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
 5. Company agrees to and shall save, defend, hold harmless and indemnify the District, its Board of Education, its officers, agents, employees, representative, parents and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Company or any person, firm, or corporation employed by the Company upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District.

The Company, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board of Education, its officers, agents, employees, representatives, parents or volunteers in any action, suit, or other proceedings as result thereof.

6. District agrees to save, defend, hold harmless and indemnify the Company, its employees and agents from any and all liability or loss arising in any way out of the negligence of the District, its employees, or agents, including, but not limited to any claim due to injury and/or damage sustained by District, and/or District's employees or agents except for the injury, damage and/or liability result from the sole negligence or willful misconduct of the company, its employees and agents.
7. To the extent that there are any inconsistencies or differences in any terms or provisions contained in the District's Agreement when compared to any terms or provisions contained in any attachment or addendum to the District's Agreement requested by the Company, the terms and provisions of the District's Agreement shall be controlling and shall supersede any terms and provisions in the Company's attachment or addendum.
8. Company is required to carry a valid health permit during the duration of this agreement.
9. Company shall carry and maintain at least \$1,000,000 per occurrence and \$1,000,000 in General Aggregate commercial general liability insurance, adequate commercial auto insurance and workers' compensation insurance and must also provide an additional insured endorsement, both naming the District as additional insured. Copies of renewal notices during the term of this contract must be provided to the District within five (5) days to keep the contract in force. If you change insurance policies or carriers, District must be notified five (5) days prior to such change.
10. If catering services are for fundraising purposes, the Company agrees that it will donate, to school sites, at least **ten percent (10%)** of its total food sale receipts generated no later than ten (10) days after the event. The funds collected will be used to support school education programs.
11. Required Documents:
 - A copy of your ServSafe Certification
 - A copy of your current Public Health Permit
 - A copy of your current Food Handlers Permit
 - A Certificate of Liability insurance naming Monrovia Unified School District as an additional insured (required limits listed above under #9)
 - An Additional Insured Endorsement naming Monrovia Unified School District as an additional insured

COMPANY: 

(Authorized Signature)

Patty Meets Bun
 9417 Pitkin Street
 Rosemead, CA 91770
 Attn: Khanh Luu
 (626) 200-6393

xxx-xx-7469

(Social Security or Tax ID Number)

pattymeetsbun@gmail.com

DISTRICT:

Ryan D. Smith, Superintendent

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

(Date Signed)

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

14. 22/23-2056 - SERVICE AGREEMENT WITH LH PRODUCTIONS

RECOMMENDATION

The Board of Education is requested to approve a contract with LH Productions to replace and upgrade the wireless microphones used at the Taylor Performing Arts Center located on the Monrovia High School campus.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

The current microphones are analog and were purchased over 12 years ago, in 2010-2011. Digital technology is now used, and current cellular phone companies have purchased the channels and space that analog wireless microphones function on. This makes our aging analog microphones unpredictable and unreliable for clear sound. The company that used to repair our analog microphones (mics) does not service them anymore. Therefore, when a mic needs repair, we cannot fix it and need to rent microphones from an outside vendor.

Background:

The Taylor Performing Arts Center is used by the community and students. The center hosts over one hundred community and school events per year. LH Productions is a full-service audiovisual equipment sales, rental, staging, and production company specializing in concerts, corporate meetings, tradeshow, and special events. LH Productions has partnered with the District over the past six years to provide sound for the MHS graduation, performing arts gala, and professional community productions. A quote for new digital microphones is included. The digital wireless microphones can easily be installed with the existing infrastructure at the Taylor Performing Arts Center.

Budget Implication (\$ Amount):

The cost will be paid by the Title IV.

Legal References:

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

Additional Information:

A copy of the service agreement is attached.

ATTACHMENTS

- [BA Item 2056\(b\) Service Agreement with LH Productions 9-28-22.pdf](#)



LH PRODUCTIONS
Audio, Video, Lighting, Staging
 www.LH-PRODUCTIONS.com
 info@LH-PRODUCTIONS.com
 P: 877.621.6845 • F: 626.303.0407

SALES QUOTE # 220505

Prepared by Lafayette C. Hight Jr. on May 5, 2022

PREPARED FOR: Monrovia Unified School District
 325 E. Huntington Dr.
 Monrovia, CA 91016

SHOW NAME: Audio Equipment Purchase
SHIP TO: Same

Phone:
 Fax:
 Email:

Date(s): TBD

QTY	EQUIPMENT DESCRIPTION	UNIT PRICE	UNITS	DISCOUNT	LINE TOTAL
6	Shure ULXD4Q-G50, Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$5,977.00	1		\$35,862.00
12	Shure ULXD2/SM58-G50, Handheld Transmitter with SM58 Microphone	\$560.00	1		\$6,720.00
24	Shure ULXD1-G50	\$526.00	1		\$12,624.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
TOTAL DISCOUNT				\$ 0.00	
EQUIPMENT SUBTOTAL					\$55,206.00
SALES TAX (LOS ANGELES COUNTY - 9.50%)					\$5,244.57
FREIGHT					

QTY	PERSONNEL DESCRIPTION	FLAT RATE	OT HOURS	DT HOURS	DAYS	LINE TOTAL
1	Installation / Setup / Calibration	\$500.00			1	\$ 500.00
LABOR SUBTOTAL						\$ 500.00
GRAND TOTAL						\$60,950.57

This estimate is good for 30 days from the date it was generated. Please call LH Productions with your questions at (877) 621-6845. To confirm this order, please sign and fax to LH Productions at (626) 303-0407.

Signed: _____ **Date:** _____

Print Name: _____

LH PRODUCTIONS
Los Angeles • San Jose • Las Vegas
 Main Office: 1453 Virginia Ave., Suite E • Baldwin Park, Calif. 91706
 Mailing Address: PO Box 70485 • Pasadena, Calif. 91117

LH PRODUCTIONS TERMS AND CONDITIONS

1. EQUIPMENT WARRANTY

LH PRODUCTIONS agrees to warrant the equipment and installation identified on the above proposal (the "Equipment") to be free from defects in material and workmanship for a period of one year after installation, along with the manufacturer's warranty. In the event of any defect in material or workmanship occurring within said period, LH Productions will repair or replace the defective Equipment at its sole option, at no additional charge to Buyer. Repair or replacement of defective Equipment shall be LH Productions' sole liability under this warranty, and it is not and shall not be liable or responsible for any damages, direct, indirect, incidental or consequential. This warranty does not cover the repair or replacement of equipment which may be required by reason of misuse, abuse, theft, vandalism, accident, or negligence of Buyer, its employees, agents or invitees, or damage by fire, earthquake, lightning, tornado or other act of God. Used equipment has a limited 180-day warranty.

LH PRODUCTIONS' OBLIGATIONS UNDER THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for LH Productions' repair or replacement obligations resulting from defects in material or workmanship as set forth above, Buyer shall indemnify LH Productions and hold it harmless from and against any and all losses, claims and expenses relating to the Equipment, including, without limitation, losses caused by misuse, abuse, theft, vandalism, accident, or negligence or damage by fire, earthquake, lightning, tornado or any other act of God.

2. PROGRAMMING & TECHNICAL SUPPORT

LH Productions will program the technical equipment (audio and lighting systems) and provide training to the Client following the installation. LH Productions will also make programming adjustments, and provide technical support as requested by the client, for a period of one year after installation.

3. BILLING

Buyer acknowledges that LH Productions is selling Equipment under this Agreement that will be installed by LH Productions over a period of time. Notwithstanding anything to the contrary in this Agreement, LH Productions shall be entitled to invoice Buyer for such Equipment and installation services. A deposit in the amount of 50% of the estimated project total, is due to commence work. The final 50% payment, plus the cost of any additions, or expenses incurred during the installation is due upon project completion.

4. INSTALLATION

Buyer hereby grants to LH Productions or its agent the right to install the Equipment, to the extent such installation is specified above. Buyer represents and warrants that all necessary governmental and third party approvals for installation of the Equipment have been obtained. Any such installation by LH Productions shall be made in a good and workmanlike manner. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, strikes or other union bargaining, and all acts not directly attributable to LH Productions shall not in any way affect the obligations of Buyer and LH Productions' obligations with respect to such installation shall be suspended during the event causing the delay. LH Productions shall not be responsible in damages for any such delay.

5. CHANGES AND ADDITIONS

Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified in this Agreement. The total specified in this Agreement is based upon installation by employees of LH Productions.

6. LOCATION OF EQUIPMENT

Equipment, labor and prices specified in this Agreement are based upon the adequate provision of space and access to the Installation Address. Cabinetry, partitions or special enclosures shall be the responsibility of Buyer but shall be submitted for technical approval to LH Productions before construction.

7. PROTECTION OF EQUIPMENT

Upon the delivery to the Installation Address, the Equipment is entrusted to Buyer and Buyer shall be responsible for the protection of Equipment and labor performed by LH Productions and the Buyer shall provide adequate insurance to protect said equipment from damage, fire, theft, vandalism and other forms of injury to or loss of said Equipment. Until completely paid for, Buyer agrees to be responsible for loss of the Equipment or for its damage by any of the causes described in Section 1 hereof, or any other cause whatsoever, notwithstanding that title to and ownership of said Equipment remains in LH Productions, and will not create or suffer any liens or adverse claims of any kind with respect to the Equipment and will not permit or suffer the Equipment to be removed from the Installation Address.

8. OWNERSHIP OF EQUIPMENT

Title and ownership of all Equipment shall remain in LH Productions until the total specified in this Agreement is paid in full. In the event that for any reason LH Productions is compelled to obtain payment through legal or other professional services, then all such legal and collection fees, whether or not suit is filed, shall be paid by Buyer, including, but not limited to, all attorney's fees and costs incurred in the prosecution and/or appeal of any legal or equitable action. In addition to, but not by way of limitation, if Buyer

defaults in payment, LH Productions, without prior demand, legal process or waiver of any other remedies may declare all payments hereunder immediately due and payable. LH Productions may repossess the Equipment in whole or part without liability for trespass or damages for such removal. Said Equipment may be sold if LH Productions so desires and LH Productions may apply the proceeds less any expenses for sale, retaking, repair or collection against the unpaid balance.

9. TAXES

Buyer shall pay any sales, use, property, excise or other taxes or governmental charges arising from this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior conversations, representations, promises and warranties, whether verbal or written, with respect to the subject matter hereof. No modifications hereafter shall be valid unless made in writing and signed by each party.

11. LAW GOVERNING

The rights of the parties under this Agreement shall be governed by the laws of the State of California. Buyer consents to the personal jurisdiction of the state and federal courts in the State of California for purposes of litigation involving this Agreement.

Client

Monrovia Unified School District

Company Name

Authorized Signature

Ryan D. Smith

Printed Name

Superintendent

Title

Date

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

15. 22/23-3024 - PUBLIC HEARING AND APPROVAL OF CSEA/DISTRICT JOINT INITIAL PROPOSAL TOPICS FOR 2022-23 NEGOTIATIONS

RECOMMENDATION

The Board of Education is requested to receive and present for public review the joint initial proposal topics for modification of the current CSEA/District collective bargaining agreement and to reserve time at its next regularly scheduled meeting on October 12, 2022, for public input.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie____

Rationale:

Under provisions of the Educational Employment Relations Act, each party, prior to the beginning of formal negotiations, must present (sunshine) their proposals at a public meeting of the Board. Government Code requires the Board to conduct a public hearing to receive public comment on the District's proposal prior to the commencement of negotiations. After the public hearing, the Board will be asked to formally accept the District proposal as presented.

Background:

Pursuant to Government Code 3547, the Governing Board of the Monrovia Unified School District proposes to reopen the articles outlined in the attached document of the collective bargaining agreement and negotiate with the California School Employees Associations, Monrovia Chapter 20 on negotiable subjects of mutual interest.

Legal References:

Government Code 3547.

Additional Information:

California School Employees Associations, Monrovia Chapter 20 proposes to review contract articles and memorandums of understandings that may have become obsolete, need updating, be eliminated, or be incorporated into the collective bargaining agreement.

ATTACHMENTS

- [2022_2023 Initial Proposal Sunshine CSEA.pdf](#)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
and its Monrovia Chapter 20 and the
MONROVIA UNIFIED SCHOOL DISTRICT (MUSD)
Initial Proposal
Negotiations Reopener 2022-2023 School Year**

In accordance with the agreement between the California School Employees Association (CSEA) and its Monrovia Chapter 20 and the Monrovia Unified School District (District), CSEA proposes the following conceptual medication, additions or deletions to the 2021-2024 agreement between the parties.

CSEA Reserves the right to advance other additions, deletions, and interest during negotiations.

Article 8: Transfer Procedures

Monrovia Unified School District seeks to update the language related to transfers to ensure clarity of the processes when considering transfers, specifically member and district rights that guide all transfers of CSEA members.

Article 10: Evaluations

CSEA seeks improvements in the classified evaluation procedures to streamline the evaluations process.

Article 12: Leaves of Absence

MUSD seeks to update the leave language as it relates to state and federal law as well as member and district rights for the various types of leaves of absence outlined in the article.

Article 13: Vacations

CSEA seeks an increase in vacation accrual

Article 14: Salaries and Health Benefits

CSEA Seeks an increase to the classified salary schedule.

CSEA and the District affirm their commitment to a positive, productive interest-based negotiation process that focuses on improvement of services delivered to our students and support for dedicated staff. The teams aim to work together to reach a fair settlement in a continued atmosphere of mutual respect, trust and cooperation.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

16. 22/23-3025 - PUBLIC HEARING AND APPROVAL OF MTA/DISTRICT JOINT INITIAL PROPOSAL TOPICS FOR 2022-23 NEGOTIATIONS

RECOMMENDATION

The Board of Education is requested to receive and present for public review the joint initial proposal topics for modification of the current MTA/District collective bargaining agreement and to reserve time at its next regularly scheduled meeting on October 12, 202, for public input.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond____, Board Member Anderson____,

Board Member Gholar____, Board President Lockerbie____

Rationale:

Under provisions of the Educational Employment Relations Act, each party, prior to the beginning of formal negotiations, must present (sunshine) their proposals at a public meeting of the Board. Government Code requires the Board to conduct a public hearing to receive public comment on the District's proposal prior to the commencement of negotiations. After the public hearing, the Board will be asked to formally accept the District proposal as presented.

Background:

Pursuant to Government Code 3547, the Governing Board of the Monrovia Unified School District proposes to reopen the entire collective bargaining agreement and negotiate with the Monrovia Teachers Associations on negotiable subjects of mutual interest.

Legal References:

Government Code 3547.

Additional Information:

Monrovia Teachers Association reserves the right to create, add to, delete from, amend, and modify its proposals and/or open articles of the contract during the negotiation process.

ATTACHMENTS

- [2022_2023 MTA INITIAL PROPOSAL Sunshine.pdf](#)

**JOINT INITIAL PROPOSAL
FOR
MODIFICATION TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MONROVIA TEACHERS ASSOCIATION (MTA)
AND
MONROVIA UNIFIED SCHOOL DISTRICT (MUSD)**

The MTA and MUSD propose the following general issues to be addressed in negotiations during the 2022-2023 school year for modifications to the present certificated agreement:

- A. Article X, Evaluation Procedures
- B. Article XII, Leaves of Absence
- C. Article XIV, Class Size
- D. Article XVIII, Salaries and Benefits
- E. On-Going Negotiations as Issues Arise
MTA and the District affirm their commitment to a positive, productive interest-based negotiation process which focuses on improvement of services delivered to our students and our support for a dedicated staff. The teams aim to work together to reach a fair settlement in a continued atmosphere of mutual respect, trust and cooperation.

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

17. 22/23-3026 - APPROVAL OF JOB DESCRIPTION, *PRINCIPAL - EARLY CHILDHOOD LEARNING- CANYON EARLY LEARNING CENTER*

RECOMMENDATION

The Board of Education is requested to approve a new job description, *Principal, Early Childhood Learning*.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

It is recommended that the Board approve the new job description of Principal, Early Childhood Learning.

Background:

The Early Childhood Learning Principal leads and provides quality early learning experiences to prepare children for future success in school. The Principal supervises instruction, provides professional development to program staff, and facilitates the articulation between the early education center and the elementary school.

Additional Information:

A copy of the new job description is attached.

ATTACHMENTS

- [Principal Early Childhood Learning 9_2022.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: PRINCIPAL - EARLY CHILDHOOD LEARNING- CANYON EARLY
LEARNING CENTER

DIVISION: Certificated Management REPORTS TO: Deputy Superintendent

The Monrovia Unified School District exists to provide all students with an exceptional education, ensuring all graduate fully prepared for college, career, and life. We are looking to add talented, dedicated people to help accomplish that mission at every level of education. Every position has an important role in our district family and we are excited to grow that family to better serve our students.

BRIEF DESCRIPTION OF POSITION

Monrovia Unified School District seeks to hire a principal for Canyon Early Learning Center (CELC) who possesses the leadership skills to work collaboratively and creatively with staff, students, parents and the community to provide educational programs aligned with the California Department of Education's (CDE) Universal Preschool and Transitional Kindergarten programs

DISTINGUISHING CHARACTERISTICS:

Under the supervision of the Deputy Superintendent and the Director of Elementary Education, the principal of CELC will provide districtwide leadership with the implementation of the CDE's P-3 Alignment Initiative. This will require an individual who has a deep and evolving understanding of early childhood educational practices based on the current research and guidance. The principal will have knowledge of Preschool Foundations and Framework, Desired Results Developmental Profile and the Early Childhood Environmental Rating Scales to support the development and execution of a comprehensive plan to grow the Monrovia USD preschool program to ensure all eligible students have access to a comprehensive early childhood education in preparation for transition to TK/K programs.

The position requires an individual versed in the concepts of school reform, standards-based instruction and assessment, school climate, shared decision-making; and who can communicate the school mission and vision to the students, parents, staff and community. The Principal of CELC will provide leadership that ensures maximum development of each student's desire to learn, academic potential, talents, and social-emotional well-being as we strive to develop the whole child.

ESSENTIAL RESPONSIBILITIES:

- Provide leadership and direction in school reform, instruction, curriculum assessment, budget, staff supervision, evaluation, and discipline.

- Provide leadership and direction to Canyon Early Learning Center students, staff, parents and community in promoting, reinforcing and achieving the school's goals.
- Supervise the development, improvement, evaluation and implementation of curriculum for PK/TK programs.
- Ability to identify, develop, and implement multiple funding sources and budgets (Site/State/Federal) used to fund the CELC program.
- Develop and maintain professional networks with the CDE, LACOE, surrounding LEA preschool leaders and universities to ensure up to date knowledge of evolving PK/TK practices, legislation and funding stream.
- Maintain close contact with various school support groups, including PTA and advisory committees, to guide and encourage their efforts toward the achievement of school and district objectives.
- Work with staff in developing and implementing a system to assess and monitor student achievement and attainment of standards.
- Implement Board policies and administrative rules and regulations relating to the school.
- Assume responsibility for the safety, operation, and administration of the school plant, including the timely and repeated reporting of safety concerns to the appropriate district office administrators.
- Supervise the preparation of all school reports, records, and forms required by the district, state and federal government.
- Plan, prepare, coordinate and administer the school budget and expenditures.
- Assist in the recruiting, hiring, training, assigning, supervision, evaluation, and counseling of certificated and classified staff.
- Work cooperatively with the staff in maintaining high professional standards and good public relations.
- Provide leadership to staff in the formulation of instructional and operational objectives to enhance the school program.
- Maintain standards of student conduct, enforce discipline policies and programs, and provide for due process.
- Identify needs, plan, and implement in-service growth opportunities for staff.
- Act as liaison between the school and community, fostering understanding and support for activities, programs and policies of the school and encouraging community participation in school life.
- Coordinate and supervise such support services as maintenance security, food services, recreational programs and library programs.
- Work with the California Department of Education and LACOE to ensure compliance with all regulations related to credentialing and licensure of pre-school educators and aides.
- Develop and implement professional development offerings at CELC and across the TK-5 span, addressing early learning curriculum, instruction and assessments through live and virtual learning platforms that builds and supports the P-3 Alignment initiative.
- Collaborates with the Inclusion team to support and build capacity in serving students with disabilities.

- Provides strategies for creating a smooth transition from Pre-K programs to TK/Kindergarten by providing opportunities for communication between schools and preschool programs and facilitating discussions with practitioners through formal/informal forums and working committees.
- Provides guidance on assessment methods appropriate for early learners and identifies the elements of a preschool environment supportive of young children learning intended to achieve school readiness goals.

KNOWLEDGE AND ABILITIES:

- Applicable laws, codes, regulations, policies and procedures including California Education Code, California Administrative Code, Individuals with Disabilities Education Act, Federal and State program regulations and policies that apply to the management and administration of State funded preschool programs.
- Scientifically based brain development and age-appropriate developmental practices, reading research, best practices, and theory regarding early learning.
- Principles, practices, methods, and techniques applicable to the essential preschool program instructional components for linguistically and culturally diverse learners.
- Adult learning theory and effective methods of professional development through various modes of learning including technology-based professional development systems.

EDUCATION/EXPERIENCE:

- Graduation from an accredited college or university.
- A Master's degree or higher.
- Child Development Permit (Site Supervisor/Director Permit) from the California Commission on Teacher Credentialing.
- A California Administrative Services Credential.
- A minimum of two years of educational administration experience (site or district).
- A minimum of three years teaching experience.
- Knowledge of child development/early childhood education.
- Knowledge of California State Preschool Program and Universal Preschool Funding.
- Knowledge of the California Department of Education's Universal Preschool and P-3 Alignment Initiatives.
- Such alternatives to the above that the Monrovia USD Board of Education may find desirable

SALARY AND BENEFITS

- Salary Range 39 on the certificated manager salary schedule (\$120,618 - \$127,985)

TERM OF ASSIGNMENT

- Full time – 211 days

ABILITY TO

- Work collaboratively with the Deputy Superintendent and staff to establish and reach clear goals and objectives.
- Communicate effectively in oral and written form.
- Work creatively to solve problems and effectively promote change. Work with and appreciate a diverse community, student population and staff.
- Assimilate and evaluate data and prepare sound recommendations.
- Develop and keep the trust and confidence of others; deal effectively with different personalities and styles.
- Motivate others, manage staff to maximize their skills and talents, and establish and maintain effective working relationships.
- Understand and carry out oral and written directions with minimal professional direction.
- Establish and maintain effective and cooperative organizational, public and community relationships.
- Train and evaluate the performance of assigned staff.
- Interpret, apply, and explain rules, regulations, policies and procedures
- Analyze situations accurately and adopt an effective course of action; meet schedules and timelines.
- Demonstrate strong organizational skills.
- Conduct meetings, facilitate groups and workshops.
- Develop and administer a comprehensive program work plan, budget, and outcomes.
- Establish and maintain collaborative working relationships with industry, faculty, staff, students, and the public.
- Be sensitive and committed to meeting the needs of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of the student/community population.
- Use computer software for word processing, spreadsheets, databases, presentations, and information sharing and communication.
- Travel to off-campus functions and transport presentation materials and equipment.
- Organize and conduct special events in conjunction with other departments and programs.
- Meet schedules and timelines
- Analyze situations accurately and adopt an effective course of action
- Facilitate groups of employees and parents
- Communicate effectively both orally and in writing
- Establish and maintain cooperative and professional working relationships with individuals, groups, public and private agency personnel.
- Work independently under broad organizational policies to achieve organizational objectives

ENVIRONMENT: Office environment. Constant interruptions. Outside and office environment; driving a vehicle to District sites to conduct work.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.

- Mental ability and knowledge required to interpret and implement policies, rules and regulations, and make determinations relative to the effective performance of the essential responsibilities of the position.
- Ability to sit or stand for extended periods of time.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.
- Ability to bend, reach and mobility sufficient to circulate freely around campus.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

GENERAL CERTIFICATES, LICENSES, REGISTRATIONS:

Appropriate teaching, administrative credential as required by the State of California.
California Driver's License.
Computer skills in Microsoft Office and Google platform.

SUBJECT TO BOARD APPROVAL: September 2022

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

18. 22/23-3027 - APPROVAL OF JOB DESCRIPTION, *DIRECTOR OF EXPANDED LEARNING & ENRICHMENT PROGRAMS*

RECOMMENDATION

The Board of Education is requested to approve a new job description, *Director of Expanded Learning and Enrichment Programs*.

Motion by _____, seconded by _____, Vote _____

Board Member Travanti____, Board Member Hammond ____, Board Member Anderson____,

Board Member Gholar _____, Board President Lockerbie _____

Rationale:

It is recommended that the Board approve the new job description, Director of Expanded Learning & Enrichment Programs.

Background:

Under the supervision of the Deputy Superintendent, the Director of Expanded Learning and Educational Programs will oversee the operation and management of grant awards for the Expanded Learning Opportunities Program (ELO-P) and After School Education and Safety (ASES). The Director of Expanded Learning will provide training and Supplemental Educational Services (SES) at various school sites. The Director will supervise site leads at all after-school programs to ensure students successfully transition from the regular school day to the ELO-P or ASES Program (before and after school programs), summer school programming, intercession programs, etc., and all other district operated before and after school programs. The Director will evaluate students' social and academic growth through data analysis and recommend changes to improve the quality of programs. This position requires flexible, non-traditional work hours and is contingent upon continuous grant funding.

Budget Implication (\$ Amount):

Director of Extended Learning and Enrichment position is funded by the Extended Learning Opportunity Grant (ELOP)

Additional Information:

A copy of the new job description is attached.

ATTACHMENTS

- [Director of Extended Learning and Enrichment Programs, Classified.pdf](#)

MONROVIA UNIFIED SCHOOL DISTRICT

JOB TITLE: DIRECTOR OF EXTENDED LEARNING AND ENRICHMENT PROGRAMS

DIVISION: Classified Management

REPORTS TO: Deputy Superintendent

The Monrovia Unified School District exists to provide all students with an exceptional education, ensuring all graduate fully prepared for college, career, and life. We are looking to add talented, dedicated people to help accomplish that mission at every level of education. Every position has an important role in our district family and we are excited to grow that family to better serve our students.

BRIEF DESCRIPTION OF POSITION

Under the direct supervision of the Deputy Superintendent of Educational Services, the Director of the Extended Learning and Enrichment Programs for the Monrovia Unified School District leads, manages, and coordinates, directs Extended Learning and Enrichment site based program personnel, programs and procedures; supports and promotes the vision of establishing Extended Learning and Enrichment programs for students across Monrovia USD for before and after school programs (Village), K-8 intersession, tutoring, and enrichment programs utilizing the After School Education and Safety (ASES) grant, Extended Learning Opportunity Program (ELOP) grant, and district funding as identified.

DISTINGUISHING CHARACTERISTICS:

The Director of the Extended Learning and Enrichment Programs communicates regularly with the immediate supervisor regarding site plans and activities; follows established procedures when reporting unusual situations and/or incidents; ensures program meets grant mandates, certified assurances and development of the ASES and ELOP plans; manages program components and provides daily supervision of site-based personnel; provides assigned staff with appropriate and consistent schedule of events; provides organized, comprehensive age and/or grade level appropriate activities; establishes schedule of assigned staff to ensure adequate supervision; maintains accurate record of staff daily attendance and punctuality; collects and turns in appropriate fees; maintains records of volunteer hours; assigns and supervises volunteers; maintains accurate records of student attendance; maintains records and submits reports, such as rosters, student folders, registration and records on a timely basis; attends and participates in required meetings; ensures respectful use of and maintains physical space used by staff and students; plans and implements staff site meetings; maintains collaborative work environment with assigned site principal or designee; maintains a self-sustaining program by planning, organizing and implementing events such as family gatherings and appropriate field trips; develops a comprehensive nutrition plan in accordance with suggested guidelines; and infuses provided curriculum into program to ensure growth of students.

ESSENTIAL RESPONSIBILITIES:

- Support the Program Administrator in planning, organizing and coordinating the overall structure of the Extended Learning and Enrichment programs designed to complement daily learning and enhance achievement for all students at all school sites.
- Attend relevant County and State Expanded Learning Professional Development Opportunities to stay current within the field.
- Oversee and manage the Before and After School Village programs funded by the After-School Education and Safety (ASES) grant as well as innovate a comprehensive community-based and school-based after school programs for children and youth funded under the Expanded Learning Opportunities Program (ELOP Funds). This will include but is not limited to:
 - The Before and After School Programs of Village
 - A minimum of 30 days of intersession program offerings during non-school days (holidays/Saturdays)
 - Science, Technology, Engineering, Arts and Math (STEAM) Enrichment programs
 - After school and intersession sports activities
 - Social-emotional wellness programs
- Support compliance with all grants and funding sources.
- Hire, supervise and evaluate all Extended Learning and Enrichment program personnel with the support of the MUSD human resources office and partner agencies.
- Develop, maintain and grow partnerships with outside agencies to provide Extended Learning and Enrichment program offerings leveraging the ELOP and ASES funding.
- Assist in partnerships for providing safety for the Extended Learning and Enrichment programs.
- Maintain and effectively manage all grant and district funding to ensure the Extended Learning and Enrichment are of the highest quality, serving the maximum enrollment, while maintaining compliance with all state and federal mandates related to program funding.
- Assist in writing grants and re-applications for funding of after school program services.
- Integrate activities with other district curriculum and support services; provide for proper articulation.
- across grade levels and with other institutions providing similar services in Monrovia USD schools.
- Assist site principals, teachers and parents in evaluating, enhancing and communicating the support provided by after school programs.
- Coordinate and manage agency program managers and site coordinators for the various after school programs.
- Provide leadership to District, community and other committees regarding after school programs as a complementary learning service

- Direct the preparation and maintenance of a variety of narrative and statistical reports, records, and files; prepare and process inventories, and other materials related to after school programs.
- Support state and federal agency program managers in supervision and evaluation of the performance of assigned staff; interview and select employees, and participate in other managerial functions and personnel matters/procedures.
- Attend conferences, read journals/papers, take courses, and attend workshops to remain current concerning trends in after school programs as a complementary learning service.
- Research and define best practices for Extended Learning and Enrichment programs.
- Support to develop, implement, evaluate, and revise accountability systems and infrastructure for consistent quality program implementation.
- Support in preparing and presenting reports on after school programs for the appropriate district leaders, agencies, private providers, community and other audiences and/or stakeholders.
- Support in preparing Board agenda items for review by management.
- Respect confidentiality in student, staff, community, and organizational matters
- Attend meetings and training as required.
- Performs other related activities as required.

KNOWLEDGE AND ABILITIES:

- Applicable laws, codes, and regulations including California Education Code, California Administrative Code, Individuals with Disabilities Education Act, Federal and State program regulations and policies that apply to the management and administration of State funded extended learning programs.
- Principles, practices, methods, and techniques applicable to the essential of extended learning program components for linguistically and culturally diverse learners.
- Basic math; correct English usage, grammar, spelling, punctuation and vocabulary.
- Behavior and characteristics of school age children; the basic principles of controlling and motivating students and employees.
- Recordkeeping; and the operation of computer-based tools for maintaining compliance with state and federal funding requirements.

EDUCATION/EXPERIENCE:

- Graduation from an accredited college or university.
- A Master's degree or higher is desirable.
- Child Development Permit (Site Supervisor/Director Permit) from the California Commission on Teacher Credentialing.
- Knowledge of child development/early childhood education.
- Knowledge of California State Preschool Program and Universal Preschool Funding.
- Knowledge of the California Department of Education's Universal Preschool and

P-3 Alignment Initiatives.

- Such alternatives to the above that the Monrovia USD Board of Education may find desirable.
- Bilingual in English/Spanish preferred.

SALARY AND BENEFITS

- Salary Range 31 on the Classified Management Schedule, Step 1-5: \$97,678 - \$121,555)

TERM OF ASSIGNMENT

- Full time – 12 months

ABILITY TO

- Work collaboratively with the Deputy Superintendent and staff to establish and reach clear goals and objectives.
- Assume responsibility for supervising program components and site personnel.
- Learn, organize work, understand and apply rules, regulations, procedures, policies and professional expectancies.
- Learn, utilize the basic methods and procedures used in instruction.
- Perform a variety of clerical duties and perform record keeping tasks in a timely manner.
- Utilize current technology tools and related equipment.
- Select programs and related materials appropriate for subject the age level according to established guidelines.
- Understand and carry out written and oral instructions.
- Establish, promote and maintain effective working relationships.

ENVIRONMENT:

- Office environment. Constant interruptions.
- Driving a vehicle to District sites to conduct work.
- Indoors and outdoors, with mild to moderate levels of noise.
- Multiple sites across the Monrovia USD.

OTHER CHARACTERISTICS:

- Willing to work irregular hours/days including evenings, weekends and holidays, and on-call for emergencies.
- Willing to travel locally.
- Willing to work at any school location and be assigned.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform functions of this job. Reasonable accommodation may be made to enable individuals with a disability to perform the essential functions.

- Mental ability and knowledge required to interpret and implement policies, rules and regulations, and make determinations relative to the effective performance of the essential responsibilities of the position.
- Ability to sit or stand for extended periods of time.
- Ability to see and read printed matter with or without vision aids.
- Ability to hear and understand speech at normal room levels, and to hear and understand speech on the telephone.
- Manual dexterity to carry out the functions of the above essential responsibilities.
- Ability to speak in audible tones so that others may understand clearly.
- Ability to bend, reach and mobility sufficient to circulate freely around campus.
- This position may require occasional pushing and/or pulling of equipment; manual dexterity; frequent stooping, sitting, bending, walking, standing, climbing, and/or reaching; the ability to hear and see; lift and carry 25 lbs.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job.

GENERAL CERTIFICATES, LICENSES, REGISTRATIONS:

Appropriate credentialing as required by the State of California.

California Driver's License.

Computer skills in Microsoft Office and Google platform.

SUBJECT TO BOARD APPROVAL: September 2022

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

19. 22/23-5018 - BOARD DISCUSSION REGARDING SUPPORT FOR THE PUBLIC LANDS ACT

RECOMMENDATION

The Board of Education will discuss support for the Public Lands Act.

Motion by _____, seconded by _____ Vote _____

Board Member Travanti ____, Board Member Hammond ____, Board Member Anderson ____,

Board Member Gholar ____, Board President Lockerbie _____

ATTACHMENTS

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

1. BOARD POLICY 4112.2, *CERTIFICATION* & ITS ACCOMPANYING ADMINISTRATIVE REGULATION

RECOMMENDATION

The Board of Education is requested to receive for first reading Board policy 4112.2, *Certification*, and its accompanying administrative regulation as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Human Resources has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval. Additionally, Board Vice-President Gholar has reviewed the policy and AR, and has made no further edits.

Background:

Major changes to the policy and AR clarify the hiring hierarchy if the district is unable to hire a person who possesses a clear or preliminary credential, including one who is approved for a limited assignment option.

Additional Information:

A copy of the proposed Board policy and administrative regulation are attached.

ATTACHMENTS

- [BP 4112.2 Certification.pdf](#)
- [AR 4112.2 Certification.pdf](#)

CERTIFICATION

~~The Superintendent or designee shall ensure that persons employed in positions requiring certification qualifications possess the appropriate credential or permit from the Commission on Teacher Credentialing (CTC) authorizing their employment in such positions.~~

~~When a fully credentialed teacher is not available, the district may employ a person with a short-term staff permit or provisional internship permit under the conditions and limitations provided in state and federal law.~~

~~As necessary, all teachers of core academic subjects shall meet the requirements of the No Child Left Behind Act.~~

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

(cf. 4111/4211/4311 - Recruitment and Selection)
(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4113 - Assignment)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

Priorities for Hiring Based on Unavailability of Credentialed Teacher

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, the Superintendent or

designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved intern program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by the CTC

The Board shall approve, as an action item at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who has been granted a credential waiver by the CTC

Prior to requesting that the CTC issue an emergency permit or a limited assignment permit, the Board shall annually approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda. (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in items #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

National Board for Professional Teaching Standards Certification

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining

agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students
3. Providing substitute teachers to provide release time for participating teachers
4. Providing stipends for teacher participation that match other professional development stipends
5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

(cf. 4161.3 - Professional Leaves)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of the teacher's certification

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

Legal Reference:

EDUCATION CODE

8360-8370 Qualifications of child care personnel

32340-32341 Unlawful issuance of a credential

35186 Complaints regarding teacher vacancy or mis assignment

44066 Limitations on certification requirements

44200-44399.1 Teacher credentialing, especially:

44250-44277 Credential types; minimum requirements

44300-44302 Emergency permit

44325-44328 District interns

44330-44355 Certificates and credentials

44420-44440 Revocation and suspension of credentials

44450-44468 University intern program

44830-44929 Employment of certificated persons; requirement of proficiency in basic skills

56060-56063 Substitute teachers in special education

CODE OF REGULATIONS, TITLE 5

80001-80674.6 Commission on Teacher Credentialing

UNITED STATES CODE, TITLE 20

6312 Title I local educational agency plans; notifications regarding teacher qualifications

CODE OF FEDERAL REGULATIONS, TITLE 34

200.48 Parent notification regarding teacher qualifications

COURT DECISIONS

Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing, (1993) 836 F.Supp. 1534

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-667 Basic Skills Requirement

CL-856 Provisional Internship Permit

CL 858 Short-Term Staff Permit

Credential Information Guide

Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, August 23, 2016

Waiver Requests Guidebook, 2015

Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013

Subject Matter Authorization Guideline Book, 2012

Supplementary Authorization Guideline Book, 2012

California Standards for the Teaching Profession, 2009

The Administrator's Assignment Manual, rev. September 2007

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS PUBLICATIONS

Considerations for Using Federal Funds to Support National Board Certification, 2018

WEB SITES

CSBA: <http://www.csba.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Commission on Teacher Credentialing, Credential Information Guide (for employers' use only): <http://www.ctc.ca.gov/credentials/cig>

National Board for Professional Teaching Standards: <http://www.nbpts.org>

National Board Resource Center: nbcalistrong.net

U.S. Department of Education: <http://www.ed.gov>

Revised: September 28, 2022

CERTIFICATION~~Registration~~

Verification of Credentials

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

(cf. 4112.21 - Interns)
(cf. 4112.22 - Staff Teaching English Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 5148 - Child Care and Development)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

The Superintendent or designee shall verify that any person who is employed by the district while their application for certification is being processed by the CTC possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

~~Each person employed by the district for a position requiring certification qualifications shall, within 60 days after beginning employment, register with the county office of education a valid credential authorizing the person to work in that position. Certificated employees also shall register renewed credentials within 60 days after the renewal.~~

Basic Skills Proficiency Test

~~Prior to being hired by the Board of Education, all certificated persons, whether hired on a permanent, temporary, or substitute basis, shall demonstrate basic skills proficiency in reading, writing, and mathematics, unless specifically exempted from their requirement by Education Code 44830.~~

~~Persons holding a designated subjects/special subjects credential or vocational designated subject credential shall not be required to take the state basic skills~~

~~proficiency test unless their specific credential requires the possession of a baccalaureate degree. Instead, these persons shall be assessed with district proficiency criteria established by the Board for these credentials, which shall be at least equivalent to the district test required for graduation from high school.~~

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if he/she has not yet been afforded the opportunity to take the test, provided that he/she takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of their test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by the CTC unless he/she has completed a basic skills proficiency test in another state or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.2 - Certificate of Proficiency)

(cf. 6162.5 - High School Exit Examination)

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

The district may request that the CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher
2. Inability of the teacher of record to finish the school year due to approved leave

or illness

3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved intern program
4. Inability of the applicant to enroll in an approved intern program due to timelines or lack of space in the program
5. Unavailability of a third-year extension of an intern program or the applicant's withdrawal from an intern program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to the CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested
2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

(cf. 4131 - Staff Development)
(cf. 4131.1 - Teacher Support and Guidance)

3. Written justification for the permit signed by the Superintendent or designee

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

Before requesting that the CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

(cf. 4111/4211/4311 - Recruitment and Selection)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that the CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.
2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.
4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.
5. A notice of intent to employ the applicant in the identified position has been made public.

The district shall submit a copy of the agenda item presented at a public Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that the CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to the CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to the CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment
2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment
3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

~~Out-of-State/Country Credentials~~

~~The district may employ an out-of-state applicant who has met the Education Code requirements and obtained a preliminary or professional clear credential from the Commission on Teacher Credentialing (CTC).~~

~~To be eligible for a professional clear credential, teachers prepared out of state or out of the country must meet legal requirements for basic skill proficiency, subject matter competence, course completion, and either a fifth-year postsecondary program or an induction program for beginning teachers.~~

~~Emergency Substitute Teaching Permits~~

~~The district may employ, at any grade level, a person with an emergency substitute permit issued by the CTC with the following restrictions:~~

- ~~1. A person with a 30-day emergency substitute permit shall not serve as a substitute for more than 30 days for any one teacher during the school year.~~
- ~~2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year.~~
- ~~3. A person with an emergency substitute permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year.~~
- ~~4. A person authorized for day-to-day substitute teaching shall not serve as a special education substitute for more than 20 days for any one teacher during the school year.~~
- ~~5. A person with an emergency substitute permit for vocational education shall not serve as a substitute for more than 30 days for any one teacher during the school year.~~

~~Before employing any person pursuant to 5 CCR 80025 or 80025.5, the Superintendent or designee shall prepare and keep on file a signed statement of need. The statement of need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria.~~

~~Short-Term and Provisional Internship Permits~~

~~Whenever there is a need to fill a classroom immediately based on an unforeseen need, the district may request that the CTC issue a short-term staff permit to an applicant who meets the qualifications specified in 5 CCR 80021. In such cases, the district shall:~~

- ~~1. Verify that it has conducted a local recruitment for the short-term staff permit being requested~~

~~2. Verify that it has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques, and has assigned a mentor teacher for the term of the permit~~

~~3. Submit written justification for the permit signed by the Superintendent or designee~~

~~The district may request that the CTC issue a provisional internship permit to an applicant who meets the qualifications specified in 5 CCR 80021.1 whenever a suitable credentialed teacher cannot be found after a diligent search. The district shall verify each of the following:~~

~~1. That a diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search~~

~~The search shall include, but not be limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media.~~

~~2. That orientation, guidance, and assistance will be provided to the permit holder as specified in 5 CCR 80026.5 The orientation shall include, but not be limited to, an overview of the curriculum the teacher is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The Superintendent or designee shall assign an experienced educator to guide and assist each permit holder.~~

~~3. That the district will assist the permit holder in developing a personalized plan through a district-defined assessment that would lead to subject matter competence related to the permit~~

~~4. That the district will assist the permit holder to seek and enroll in subject matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and will assist the permit holder in meeting the credential subject-matter competence requirement related to the permit~~

~~5. That a notice of intent to employ the applicant in the identified position has been made public~~

~~The district shall submit a copy of the agenda item presented at a public Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that he/she will be teaching, and that the applicant will be employed on the basis of a provisional internship permit. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.~~

~~6. That the candidate has been apprised of steps to earn a credential and enroll in an~~

internship program

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022. He/she shall annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

(cf. 4113 - Assignment)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

As necessary, the Superintendent or designee may request that the CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency cross-cultural language and academic development permit, or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before he/she begins a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or county office of education and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

(cf. 4117.14/4317.14 - Postretirement Employment)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the California Basic Educational Skills Test, shall not serve as a substitute for more than 30 days for any one teacher during the school year. They shall not serve as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)
2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)
3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)
4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

(7/11 8/14) 7/17

Revised: September 28, 2022

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

2. BOARD POLICY 4112.9, *EMPLOYEE NOTIFICATIONS*

RECOMMENDATION

The Board of Education is requested to receive for first reading Board policy 4112.9, *Employee Notifications*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Human Resources has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval. Additionally, Board Vice-President Gholar has reviewed the policy and has made no further edits.

Background:

MUSD currently has no adopted board policy; and this policy mirrors the CSBA recommendation. The policy enforces the position of the Board that the superintendent or designee shall provide district employees with all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

Additional Information:

A copy of the proposed Board policy is attached.

ATTACHMENTS

- [BP 4112.9 Employee Notifications.pdf](#)

EMPLOYEE NOTIFICATIONS

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

Reviewed: September 28, 2022

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

3. BOARD POLICY 4119.22, *DRESS AND GROOMING*

RECOMMENDATION

The Board of Education is requested to receive for first reading Board policy 4119.22, *Dress and Grooming*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Human Resources has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval. Additionally, Board Vice-President Gholar has reviewed the policy and has made no further edits.

Background:

Major updates to the policy include language that states the district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression, and states employees will not be discriminated against on the basis of hair texture and protective hairstyles, and that the district will not dismiss an employee, discriminate against an employee, or refuse to hire a job applicant on the basis of religious dress or grooming practices.

Additional Information:

A copy of the proposed Board policy is attached.

ATTACHMENTS

- [BP 4119.22 Dress And Grooming.pdf](#)

DRESS AND GROOMING

The Board of Education believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

Standards of dress are defined as clean, neat clothing appropriate to the assignment, grade level, weather, and cleanliness of the work conditions. Examples of clothing items that are not considered professional include: short shorts, thong sandals (flip-flops), revealing, tight-fitting or provocative clothing, leggings, cut-offs, or underclothes as outerwear.

Employees are required to wear protective clothing and/or equipment as required under the Cal OSHA regulations or to dress as reasonably necessary to ensure safe performance of job assignments.

Employees shall not be required to wear uniforms adopted for student dress at a school. Employees are expected to adhere to dress guidelines established for students as they reasonably apply to the employee's professional assignment and adult status.

The Board may require the wearing of a distinctive uniform by some classified personnel. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems, and cards required by the district shall be borne by the district.

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The district shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

The district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Revised: September 28, 2022

~~Adopted: August 22, 2007~~

~~(Replaces: BP 4116.4 Employee Dress)~~

Agenda Item Details

Meeting Date: 2022-09-28 18:30:00

AGENDA ITEM TITLE:

4. ADMINISTRATIVE REGULATION 4217.3, *LAYOFF/ REHIRE*

RECOMMENDATION

The Board of Education is requested to receive for first reading Administrative Regulation 4217.3, *Layoff/Rehire*, as recommended by the California School Boards Association (CSBA).

Rationale:

As part of the Board of Education's commitment to review and update all MUSD Board Policies and Administrative Regulations, Human Resources has conducted its annual review of the department's Board Policies and Administrative Regulations and is presenting another policy for review and approval. Additionally, Board Vice-President Gholar has reviewed the policy and has made no further edits.

Background:

MUSD currently has no such administrative regulation, and this AR mirrors the CSBA recommendation. The AR has been updated to add descriptions to the headings for the determination of "length of service" for order of layoff purposes, and reflects changes to the law (AB 438, passed in 2021) which, for both merit and non-merit districts, specifies notice requirements and hearing rights districts must provide to permanent classified employees, who are subject to layoff due to lack of work or lack of funds, and that notice be given no later than March 15.

Additional Information:

A copy of the proposed administrative regulation is attached.

ATTACHMENTS

- [AR 4217.3 Layoff Rehire.pdf](#)

LAYOFF/ REHIRE

In order to be fair and equitable when reducing staff for lack of funds or lack of work, the Superintendent or designee shall maintain a current determination of each employee's seniority in the district.

Classified employees shall be subject to layoff for lack of work or lack of funds. (Education Code 45114, 45308)

A classified employee shall not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. (Education Code 45117)

Length of service shall be determined by the date of hire. The employee who has been employed the shortest time by the district shall be laid off first. (Education Code 45308)

For an employee in a "restricted position" under Education Code 45105 or 45259, the original date of employment in the restricted position shall be used to determine the length of service, provided the employee has completed six months of satisfactory service and has successfully passed the qualifying examination required for service in the class. (Education Code 45105)

Notice of Layoff and Hearing Rights

Whenever a permanent classified employee is to be laid off for lack of work or lack of funds, the Superintendent or designee shall, no later than March 15 and before the employee is given formal notice by the Governing Board, give to the employee written notice of the recommendation, the reasons that the employee's services will not be required for the ensuing year, any displacement rights, reemployment rights, and the employee's right to a hearing. The district shall adhere to the notice, hearing, and layoff procedures in Education Code 45117, Government Code 11503 and 11505, and other applicable provisions of law. (Education Code 45117)

An employee who is so notified may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. The request shall be in writing and shall be delivered to the person who sent notice to the employee, on or before March 15 but not less than seven days after the date the notice is served on the employee. Failure of an employee to request a hearing on or before the date specified shall constitute a waiver of the employee's right to a hearing. (Education Code 45117)

The Superintendent or designee shall serve an employee who timely requests a hearing with the District Statement of Reduction in Force documents. The employee has five

calendar days from service of the District Statement of Reduction in Force documents to timely file a notice of participation with the district. The parties are entitled to discovery, if requested within 15 days of service of the District Statement of Reduction in Force documents. (Education Code 45117)

If a hearing is requested by a permanent classified employee, the proceeding shall be conducted and a decision made by an administrative law judge in accordance with Government Code 11500-11529. The Board shall make a final decision regarding the sufficiency of the cause and disposition of the layoff upon receipt of the administrative law judge's proposed decision. None of the findings, recommendations, or determinations in the proposed decision prepared by the administrative law judge shall be binding on the Board. (Education Code 45117)

Following the Board's decision, the Superintendent or designee shall give final notice of termination to the affected employee(s) before May 15 unless a continuance was granted after a request for hearing was made, in which case such date may be extended by the number of days of the continuance. (Education Code 45117)

If during the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies, the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, and that it is therefore necessary to decrease the number of classified employees due to lack of work or lack of funds, the Board may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing adopted by the Board, and layoff proceedings shall be carried out as required by law. (Education Code 45117)

When classified positions are eliminated as a result of the expiration of a specifically funded program, the district shall give written notice to the affected employee(s) not less than 60 days prior to the effective date of the layoff informing the employee(s) of the layoff date, any displacement rights, and employment rights. (Education Code 45117)

The district is not required to provide a layoff notice to any person hired as a short-term employee for a period not exceeding 60 days whose service may not be extended or renewed. (Education Code 45117)

Additionally, the district may release probationary classified employees without notice or hearing for reasons other than lack of work or lack of funds. (Education Code 45117)

Reemployment

Classified employees laid off because of lack of work or lack of funds shall be eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. Reemployment shall be in order of seniority. Persons so laid off also

have the right to apply and establish their qualification for vacant promotional positions within the district during the 39-month period. (Education Code 45114, 45298, 45308)

When a vacancy occurs, the district shall give the employee with the most seniority an opportunity to accept or reject the position, by first calling the employee at the employee's last known telephone number to notify the employee of the vacancy and then sending written notice by certified and standard mail to the employee's last known address. The employee shall advise the district of the decision by any means no later than 10 calendar days from the date the notice was sent. If the employee accepts, the employee shall report to work no later than two calendar weeks from the vacancy notification date or on a later date specified by the district.

In order to be reemployed, the employee must be capable of performing the essential duties of the job with or without reasonable accommodations. When an otherwise eligible employee is unable to perform the essential duties of the job, the employee shall be kept on the reemployment list until another opportunity becomes available or the period of reemployment eligibility expires, whichever occurs first.

Upon rejecting two offers of reemployment, the employee's name shall be removed from the reemployment list and the employee will forfeit all reemployment rights to which the employee would otherwise be entitled.

When an employee is notified of a vacancy and fails to respond or report to work within time limits specified by district procedures, the employee's name shall be removed from the reemployment list and all reemployment rights to which the employee would otherwise be entitled shall be forfeited.

If an employee is reemployed in a new position and fails to complete the probationary period in the new position, the employee shall be returned to the reemployment list for the remainder of the 39-month period. The remaining time period shall be calculated as the time remaining in the 39-month period as of the date of reemployment. (Education Code 45114, 45298)

Reinstatement of Benefits

When a laid-off employee is reemployed, all accumulated sick leave credit shall be restored.

A laid-off permanent employee shall be reemployed with all rights and benefits accorded at the time of layoff.

A laid-off probationary employee shall be reemployed as a probationary employee, and the previous time served toward the completion of the required probationary period shall be counted. The employee shall also be reemployed with all rights and benefits

accorded to a probationary employee at the time of layoff.

A laid-off employee, when reemployed, shall be placed on the salary step held at the time of layoff. An employee who was bumped into a lower class shall, when reinstated to the previous class, be placed on the salary step to which the employee would have progressed had the employee remained there. An adjusted anniversary date shall be established for step increment purposes so as to reflect the actual amount of time served in the district.

Voluntary Demotion or Reduction of Hours

Classified employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff, or in order to remain in their present position rather than be reclassified or reassigned, shall be granted the same rights as employees who are laid off. In addition, such employees shall retain eligibility to be considered for reemployment in their previously held class or position with increased assigned time, for an additional period of time up to 24 months as determined by the Board on a class-by-class basis, provided that the same test of fitness under which they qualified for appointment to that class shall still apply. (Education Code 45114, 45298)

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall have the option of returning to a position in their former class or to positions with increased assigned time as vacancies become available and without limitation of time. If there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority. (Education Code 45114, 45298)

Reviewed: September 28, 2022

Subject: PENDING BOARD ISSUES

Prepared by: Ryan Smith, 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		
Supt. Performance Objectives	Establish performance objectives for Superintendent Evaluation.	To be conducted annually by September 30
Superintendent Evaluation	Review Superintendent performance objectives for formal evaluation	To be conducted annually by June 30, 2023
Review of Vision & Goals	Review Vision & Goals and progress on the Strategic Plan.	Prior year goals to continue as assumed
Inter-district transfers	Report on number of transfers in and out of the district at Board Meeting and, if needed, in a Study Session.	Next update Oct/Nov 2022

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: 10/12/22 • Textbook certify sufficiency/ public hearing 12/09/22 • Gold Ribbon Schools Eligible (Board Update) 12/14/22 • Single Plans Student Achievement all sites 1/18/23 • SARC Board approval 2/8/23 • Mid-Year Review – Multiple Measures Report 4/12/23: • CELC Program Report • Carl Perkins Application 4/26/23 • Village Program Report • Dual Immersion Program Report 5/26/23 • Homeless & Foster Youth Report (Board Update) 6/14/23: • Annual LCAP Public Review • Multiple Measures Report w/ LCAP data 6/23/23 • GATE Program Report (Board Update) 6/28/23: • Music/Art Community Theater Report</p>	
CGI Math Update	Provide a program update to the Board of Education	September 2023
Technology Projects	Staff technology standards & teaching plan – working with Educational Services.	December 2022
E-Rate	E-rate funding approval annually.	Jan/Feb/Mar
Safety, Emergency Prep, & Discipline	Update information: Safety, Emergency Preparedness Annually Oct /Nov/Dec.	Next report Fall 2022
Athletic Coach Certification & Training	Athletic coach certification and concussion training seasonally. Next training: October 2022 for Winter sports.	Seasonally based on sports

Issue/Question/Request	Status	Next steps
	Cyclical Reports (Continued)	
Budget/ Enrollment/Staffing	<p><u>2022-23 Budget Preparation Calendar:</u></p> <ul style="list-style-type: none"> • Oct. 26, 2022: 2022-23 October Enrollment Report based on Census Day Enrollment • December 14, 2022: 2022-23 First Interim Budget Report • Jan. 18, 2023: 2021-22 Audit Report • Jan. 18, 2023: 2022-23 P-1 Student Attendance Report • Feb.8, 2023: 2022-23 Budget based on Governor’s January Budget Proposals • Feb. 22, 2023: 2022-23 Enrollment & Staffing Report • Mar. 8, 2023: 2022-23 Second Interim Budget Rpt • April 26, 2023: 2022-23 P-2 Student Attendance Rpt • May 24, 2023: 2023-24 Governor’s May Budget Revision (Board Update) • June 14, 2023: 2023-24 Adopted Budget Public Hearing • June 28, 2023: 2023-24 Budget Adoption 	
Board Walks (Board site visits)	Elementary schools will be visited in the 2022-23 SY; MHS annually	Dates to be determined
Adult Ed Update	Update on status of Adult Education program. Next report Fall 2022	Annually in fall
Redevelopment/ Pass Through Funds	Board update after District receives information from the County.	Upon receipt of funds
Village Extended Day Program	Board Report on Village Program - Even years in Spring.	Next report Spring 2024
Class Size Report / Staffing	Report on Class Size/Staffing annually in Spring:	Next report Spring 2023

Information Item K.5
September 28, 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 	2022-23
MUSD Marketing	<ul style="list-style-type: none"> Receive guidelines on how to focus marketing efforts 	2022-23
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 	Dates to be determined
State of the Schools	<ul style="list-style-type: none"> Plans underway 	October 19, 2022
Solar Panel Options	<ul style="list-style-type: none"> Revisit solar panel options throughout the District 	Determining feasibility and seeking funding options
Amigos de los Rios	<ul style="list-style-type: none"> Status report on the results of the Prop 68 grant 	Progress reports continuously throughout the SY
Lobbyist Efforts for MUSD	<ul style="list-style-type: none"> Discuss efforts of lobbyist group on behalf of the District 	Continue to seek grant opportunities
CELC/ Cognitive Toolbox Update	<ul style="list-style-type: none"> Receive update on the status of the program 	End of 2022-23 SY
Safety Corridor Plans for MUSD schools	<ul style="list-style-type: none"> Plans to create a “safety corridor” in and around school sites are being discussed with MPD 	Plan has been developed and is posted on District & City website
Positive Behavior Intervention & Supports (PBIS) implementation	<ul style="list-style-type: none"> Update on the implementation of PBIS at school sites; including how planning and restorative practices are woven into implementation 	Status update to be provided throughout the year

Issue/Question/Request	Status	Next steps
	Long Range Plans	
Regular Policy Review	District Vision – 0000; Community Relations – 1000; Administration – 2000; Board Operations – 8000; Board Bylaws – 9000	2022-23
	Business Policies	2022-23
	Human Resources Policies	2022-23
	Educational Services Policies	2022-23
	Pupil Personnel Services	2022-23