1. Call To Order/Flag Salute

2. Adoption of Agenda: Special Board of Education Action Meeting – Friday, August 25, 2017

3. Public Comment (Only items listed on the agenda may be discussed at a special board meeting)

SPECIAL MEETING PUBLIC COMMENT REGARDING AGENDIZED MATTERS

ONLY: As provided under Government Code Section 54954.3, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this Special Meeting agenda only. Although no person is required to provide their name and address as a condition to attending a meeting, persons who wish to address the body are asked to state their name and address. Each speaker will be limited to three (3) continuous minutes. Speakers may not lend any portion of their speaking time to other persons or borrow additional time from other persons. All comments or queries presented by a speaker shall be addressed to the body as a whole and not to any specific member thereof. No questions shall be posed to any member of the body except through the presiding official of the meeting. Members of the body are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed. The body may not engage in any sort of prolonged discussion or deliberation with any speaker or group of speakers on matters that are not listed on this Special Meeting agenda.
4. Presentation/Discussion: MUSD GS Bond

5. NEW BUSINESS
   Anthony J. Martinez, Ph.D., Assistant Superintendent – Instructional Services
   7-a Approval of Memorandum of Understanding - Rio Hondo Community College

   Anthony J. Martinez, Ph.D., Interim Superintendent of Schools
   Business Services
   8-a Emergency Declaration for the Los Angeles County Office of Education,
      Resolution No. 6(2017-2018) District Warehouse Freezer Repairs

6. Public Comment on Closed Session Agenda Items

7. Recess –To Closed Session

   Motion: ___________________; Second: ________________; _____ a.m./p.m.

   Closed Session Agenda:
   a) Conference with labor negotiator (Govt. Code Section 54957.6)
      Agency Negotiator: Angel E. Gallardo
      Employee Organizations: Montebello Teachers Association
                              California School Employees Association
                              All Unrepresented Employees

   b) Conference with labor negotiator (Govt. Code Section 54957.6)
      Agency Negotiator: Marlene Pitchford
      Employee Organization: Montebello Unified School District Police Officers Association

8. Report Out – Closed Session

   ADJOURNMENT - To next regular meeting scheduled Thursday evening,
   September 7, 2017, at 6:00 p.m. (open session).

   Motion: _________________; Second: __________________; _____ a.m./p.m.
MEMORANDUM
August 22, 2017

TO: Anthony J. Martinez, Ph.D., Interim Superintendent of Schools

VIA: Anthony J. Martinez, Ph.D., Assistant Superintendent, Instructional Services

FROM: Christian Sandoval, Program Specialist, Instructional Services

SUBJECT: Approval of Memorandum of Understanding – Rio Hondo Community College

The Montebello Unified School District (MUSD) would like to go into a partnership with Rio Hondo Community College with the purpose to implement a comprehensive outreach program for MUSD students and their parents. Rio Hondo will provide educational enrichment opportunities directly to students and parents to create a seamless pathway from high school to college. Rio Hondo will also provide additional services regarding the college application process, financial aid, and introductions to the career and technical education, honors, and transfer programs to prepare students for the rigors of college coursework leading to success after high school.

I recommend adoption of the following motion:

That the Board of Education approve the Memorandum of Understanding (MOU) with Rio Hondo Community College with the purpose to implement a comprehensive outreach program for MUSD students and their parents to create a seamless pathway from high school to college during the 2017-2018 School Year.

Approved for presentation to the Board of Education: August 25, 2017

Christian Sandoval
Program Specialist
Instructional Services

Anthony J. Martinez, Ph.D.
Interim Superintendent of Schools
Secretary to the Board of Education

Anthony J. Martinez, Ph.D.
Assistant Superintendent
Instructional Services Division
MEMORANDUM OF UNDERSTANDING
BETWEEN
RIO HONDO COMMUNITY COLLEGE
AND
MONTEBELLO UNIFIED SCHOOL DISTRICT
FOR
CONCURRENT/DUAL ENROLLMENT PROGRAM

Rio Hondo Community College ("COLLEGE") and Montebello Unified School District (hereinafter "DISTRICT") agree to the following Memorandum of Understanding ("MOU") regarding the operation of concurrent/dual enrollment on DISTRICT campuses.

WHEREAS, the parties to this MOU desire to provide educational enrichment opportunities and seamless pathway from high school to college to help high school students start earning college credit while still enrolled in high school;

WHEREAS, this MOU will outline which partner will be responsible for key task to ensure student success.

WHEREAS, this MOU will sets forth each partner’s mutual right and will govern their relationship regarding concurrent/dual enrollment.

NOW, THEREFORE, DISTRICT and COLLEGE each agree to the following terms in this MOU:

1. ADMISSIONS AND REGISTRATION

1.1 Admissions and registration shall be coordinated by Liaisons in section 4.1.

1.2 The DISTRICT will decide how students will acquire the class text books and materials for students who enroll in a concurrent/dual enrollment course.

1.3 DISTRICT students shall have access to registration for all concurrent/dual enrollment courses scheduled, as approved by the DISTRICT and COLLEGE.

1.4 All concurrent/dual enrollment courses shall meet the enrollment requirements as set forth by the COLLEGE.

1.5 The DISTRICT will submit a Designee letter to the COLLEGE, designating who is authorized to sign a student’s concurrent/dual enrollment form per high school, as needed.

1.6 DISTRICT will determine which student will benefit from advance scholastic or Career technical work by signing student’s enrollment form recommending student for college level coursework. All enrollment forms must also be signed by student’s parent and/or guardian.
2. COURSES

2.1 COLLEGE courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus.

2.2 Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the academic department within the COLLEGE.

3. FACULTY

3.1 Concurrent/dual enrollment faculty shall be employed by the COLLEGE.

3.2 The COLLEGE shall be solely responsible for all salaries, wages, and benefits for faculty.

3.3 Faculty recommended by the DISTRICT shall meet the minimum qualifications established by the COLLEGE. The COLLEGE shall have the primary right to control and direct the activities of faculty provided by the DISTRICT while providing instruction in concurrent/dual enrollment courses.

3.4 If necessary, substitute faculty will be approved by the COLLEGE using the same process and subject to the same conditions described herein.

3.5 By signing the MOU, the COLLEGE, it’s faculty and staff affirm its duties and responsibilities to the Child Abuse and Neglect Reporting Act. COLLEGE faculty assigned to teach at DISTRICT must comply with California Education Code 87013 and must be free of any sex offense crimes under the California Penal Code definition and California Educational Code 87010 and 87405.

4. LIAISON

4.1 The COLLEGE shall assign an administrator who will serve as a Liaison to the DISTRICT and who will coordinate all concurrent/dual enrollment courses in consultation with the DISTRICT’s Liaison.

4.2 The COLLEGE shall provide outreach personnel to assist students with concurrent/dual enrollment questions and registration.

5. STUDENTS

5.1 Students must meet all COLLEGE prerequisite requirements as established by the COLLEGE before enrolling in a concurrent/dual enrollment course.

5.2 Grades earned by students enrolled in concurrent/dual enrollment courses will be posted on official COLLEGE transcripts.

5.3 Students enrolled in concurrent/dual enrollment courses will be eligible for student support services, which shall be available on the COLLEGE campus.

5.4 Students who withdraw from a concurrent/dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate withdrawal paperwork by all published COLLEGE deadlines.
5.5 Pursuant to COLLEGE Board Policy, the enrollment fee for students who are Special Part-Time Students (Education Code 76001 and 76300(f)) will be waived by COLLEGE.

6. ASSESSMENT OF LEARNING AND CONDUCT

6.1 Students enrolled in concurrent/dual enrollment courses shall be held to the same standards of achievement and grading, assessed with the same methods as students on the COLLEGE campus and held to the same behavioral standards expected of students on COLLEGE campus.

6.2 Assessment standards will be established by the COLLEGE.

7. EVALUATION

7.1 The COLLEGE and the DISTRICT may conduct end-of-term student evaluations and/or surveys for each concurrent/dual enrollment course offered in the DISTRICT in accordance with established guidelines.

7.2 Site visits by representatives of the COLLEGE shall be permitted by the DISTRICT to ensure courses offered in the DISTRICT meet the academic rigor as courses offered on the COLLEGE campus.

8. RECORDS

8.1 Records of student attendance and achievement for all DISTRICT students who enroll in a concurrent/dual enrollment course shall be maintained by the teaching faculty and by the COLLEGE electronic records systems through the course instructor. (Education Code section 76220).

8.2 Student’s college academic records are treated in a confidential and responsible manner as required by the Family Educational Rights and Privacy Act of 1974 (FERPA). The student’s record and/or information will not be released to DISTRICT without a signed released of information form from the student. The form must be submitted to the COLLEGE Admission and Records office.

9. FACILITIES

9.1 DISTRICT agrees to provide facilities suitable for instruction of a college-level class which includes:

   a) A computer-controlled projector and screen for electronic presentations and a whiteboard with markers.
   b) Clean, well-lighted and maintained classroom.
   c) The classroom will be unlocked and opened prior to class.
   d) Access to restroom for students and faculty.
   e) Emergency contact person on-site.
10. INDEMNIFICATION

10.1 The DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the COLLEGE, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

10.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the DISTRICT and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the DISTRICT, arising out of the performance of or in connection with this MOU. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE, its officers and employees.

11. APPORTIONMENT/FTES

11.1 The COLLEGE will include the students enrolled in the concurrent/dual enrollment courses in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments, so long as the concurrent/dual enrollment courses comply with current requirements under applicable California dual/concurrent law.

12. NON-DISCRIMINATION

12.1 Neither the DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

13. TERM OF MOU

13.1 The term of this MOU shall be July 1, 2017 to June 30, 2019 with an option for three (3) annual renewals.

14. TERMINATION OR CHANGES

14.1 This MOU may become null and void at any time by providing 30-days written notice to the other party. Written notice of termination or changes to this MOU shall be addressed to the Superintendent / President listed in 14.3.

14.2 Upon termination of this MOU, the DISTRICT shall develop a COLLEGE approved plan enabling students to complete the concurrent/dual enrollment course they are enrolled.

14.3 Any and all notices required to be given shall be deemed given when e-mailed to the Superintendent or deposited in the U. S. Mail, to the following addresses:
Montebello Unified School District  
123 S. Montebello Blvd.  
Montebello, CA 90640  
Attention: DR. Anthony J. Martinez, Interim Superintendent of Schools

Rio Hondo Community College District  
3600 Workman Mill Road  
Whittier, CA 90606  
Attention: Teresa Dreyfuss, Superintendent / President

15. INTEGRATION

15.1 This MOU sets forth the entire agreement between the Parties relating to the subject matter of this agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to concurrent/dual enrollment are incorporated into this MOU.

16. MODIFICATION AND AMENDMENT

16.1 No modifications or amendments of any of the terms or provisions of this MOU shall be binding unless made in writing and signed by the Parties.

17. GOVERNING LAWS

17.1 This MOU shall be interpreted according to the laws of the State of California.

18. SEVERABILITY

18.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

RIO HONDO COMMUNITY COLLEGE DISTRICT

Teresa Dreyfuss Date
Superintendent / President

MONTEBELLO UNIFIED SCHOOL DISTRICT

Dr. Anthony J. Martinez Date
Interim-Superintendent

7-A
MEMORANDUM
August 23, 2017

TO: Anthony J. Martinez, Ph.D., Interim Superintendent of Schools

FROM: Victoria Cheung, Director of Nutrition Services

SUBJECT: Emergency Declaration for the Los Angeles County Office of Education, Resolution No. 6(2017-18) District Warehouse Freezer Repairs

Public Contract Code Section 20113 permits the governing board to award contracts without bidding and advertising when an emergency exists wherein certain works, repairs, alterations or improvements are necessary to a facility of a public school to permit the continuance of existing school classes or to avoid danger to life or property.

The freezer at the District's Warehouse failed to work on August 21, 2017, causing the ambient temperature inside the storage unit to rise. In order to ensure proper and safe food storage, Bernier Refrigeration Generations, Inc. of South El Monte, California was requested to perform immediate repairs and replacement of machineries to restore the freezer. The estimated cost of this project is twenty-five thousand dollars ($25,000). Funding will be provided by the Cafeteria Fund.

I recommend adoption of the following motion:

That the Board of Education adopt the attached Emergency Resolution No. 6(2017-18) District Warehouse Freezer Repairs, to award contract without bidding and advertising for the work listed on the resolution. Funding will be provided by the Cafeteria Fund.

Approved for presentation to the
Board of Education: August 25, 2017

Victoria Cheung
Director of Nutrition Services

Anthony J. Martinez, Ph.D.
Interim Superintendent of Schools
Secretary to the Board
August 24, 2017

Los Angeles County Office of Education
9300 Imperial Highway, Room 2195
Downey, CA 90242 – 2890

Re: Emergency Resolution Request – District Warehouse Freezer Repair
Resolution No: 6 (2017-18)

On Monday, August 21, 2017, the freezer at the District’s Nutrition Services Warehouse malfunctioned. The ambient freezer temperature rose to 16 degrees Fahrenheit. This threatened the potential loss of frozen food product in excess of $400,000. We are required to hold frozen food at -20 degrees Fahrenheit to guarantee sanitary storage.

District personnel were called to assist Bernier Refrigeration Generations Inc. to perform emergency repairs necessary to the freezer. The estimated cost for the project is $24,523.98.

Our governing Board will act on a formal resolution on August 25, 2017. A copy will be sent to the Los Angeles County Office of Education so that formal approval from the County Superintendent of Schools may be granted.

Should you need additional information, please contact Victoria Cheung, Director of Nutritional Services at (323) 887-7900 x7977, or at cheung_victoria@montebello.k12.ca.us.

We appreciate your assistance in serving the students at Montebello Unified.

Sincerely,

Anthony J. Martinez, Ph.D.
Interim Superintendent of Schools
GOVERNING BOARD RESOLUTION FOR
EMERGENCY RESOLUTION - PUBLIC PROJECT

Montebello Unified School District
Resolution # No. 6(2017-2018)

On Motion of Member ____________________________, seconded by Member ____________________________, the following resolution is adopted by the Governing Board of the Montebello Unified School District:

WHEREAS, The freezer at the District Warehouse has failed ____________________________; and

WHEREAS, The freezer supports food services for over 28,000 students ____________________________; and

WHEREAS, The freezer in question needs immediate repair ____________________________; AND

WHEREAS, Public Contract Code Section 20113 (school districts) or 20654 (community college districts) provides that public agencies may, with the unanimous approval of the governing board and approval of the county superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life and property;

THEREFORE, BE IT HEREBY RESOLVED, That the Governing Board of the Montebello Unified School District has determined that these circumstances constitute an emergency condition and request approval from the county superintendent of schools to enter into contracts for:

The repair of the freezer at the District's warehouse has failed and is causing the temperature to rise, therefore compromising all stored frozen food products. This could potentially cause unsafe food products and compromise sanitary food storage with a potential loss of over $400,000.

PASSED AND ADOPTED by unanimous vote of the members of the Governing Board of the

<table>
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<tr>
<th>DISTRICT</th>
<th>MONTH/DAY/YEAR</th>
<th>NUMBER OF VOTES</th>
<th>ESTIMATED COST*</th>
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<td>Montebello Unified</td>
<td>08/25/2017</td>
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<td>$25,000</td>
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With the approval of the County Superintendent of Schools, the Board will

☑ Make a contract for the performance of labor and furnishing of materials or supplies, or

☐ Authorize the use of day labor or force account.**

AYES: ____________________________ NOES: ____________________________ ABSENT: ____________________________

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS

1. Joanna Flores Clerk/Secretary of the Governing Board of the Montebello Unified School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regularly called and conducted meeting held on said date.

______________________________
Clerk/Secretary of the Governing Board

* Civil Code Section 5550 (Public works projects of $25,000 or more would require a payment bond.)

** Community College Districts subject to limitations of PCC 20655; K-12 School Districts subject to limitations of PCC 20114; CUPCCA Districts subject to PCC 22050

FORM NO. 503-826 Rev. 10/24/2012  DISTRIBUTION: Submit Original and one (1) copy to Division of School Financial Services, Commercial Claims Section

8-A
EMERGENCY RESOLUTION REQUEST

In accordance with Public Contract Code Section 20113 for school districts or 20654 for community college districts, your district meet the requirements pursuant to the Public Contract Code, unanimously resolved by vote of all members present, and constituting a quorum, that an emergency exists wherein certain repairs, alterations, works or improvements are necessary to permit the continuance of existing school classes, or to avoid danger to life and property as described in Resolution No. 6(2017-18) dated 08/25/2017.

Approved by the County Superintendent of Schools

BY (DEPUTY)

DATE SIGNED
Bernier Refrigeration Generations Inc.
Sales, Service & Installation
1918 1/2 Doreen Ave., So. El Monte, CA 91733
(626) 350-6150 * (800) 637-5696 * FAX (626) 350-5839
BernierRefrigeration.com

QUOTE
AUGUST 23, 2017

Job Name: Montebello USD
1612 Mines Ave.
Montebello, CA 90640

Job Location: Warehouse
Walk In Freezer

Phone / Fax: 323-887-7977

Attr: Victoria Cheung

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Total $ 24,523.98

Submitted By: Moe Bernier Date: ____________

Accepted By: ____________ Date: 8-A

Thank you.