

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MENIFEE  
AND MENIFEE UNION SCHOOL DISTRICT FOR EXPANDED LEARNING  
OPPORTUNITIES PROGRAM**

The City of Menifee (“City”) and the Menifee Union School District (“District”), hereby enter into the following MEMORANDUM OF UNDERSTANDING (“MOU”) for purposes of providing a Menifee Expanded Learning Opportunities Program, hereinafter referred to as “ELOP” on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”).

**RECITALS**

- A. WHEREAS, the District periodically receives ELOP Grant Funds from the California Department of Education referred to hereinafter as the “Grant”; and
- B. WHEREAS, the District will use the Grant in part, to fund the ELOP; and
- C. WHEREAS, the City and the District agree to partner to provide the ELOP to students eligible for transitional kindergarten through sixth grade at designated educational sites within the City of Menifee; and
- D. WHEREAS, the District and the City recognize the benefit the ELOP program provides to the community by engaging youth in positive recreation pursuits, providing an active learning environment for youth participants; and
- E. WHEREAS, the District agrees to fund costs of the ELOP as outlined in this MOU under Exhibit A-1 (Menifee Union School District Responsibilities) and throughout the term of this MOU; and
- F. WHEREAS, the City agrees to administer, provide staffing, and lesson plans for the ELOP as approved by the District and outlined in this MOU under Exhibit B-1 (City of Menifee Responsibilities) and through the term of this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals of fact and the covenants, conditions and promises herein, the Parties hereto agree as follows:

**SECTION 1. COMPENSATION.** The District agrees to reimburse the City for reimbursable expenses as provided in Exhibit B-2 (ELOP Budget – City Reimbursable Expenses). As set forth in Exhibit B-2, the District shall reimburse the City for up to a total amount not-to-exceed \$1,708,236 in year 1 of this MOU (fiscal year 2022/23), a total amount not-to-exceed \$2,853,843 in year 2 (fiscal year 2023/24) and \$3,126,532 in year 3 (fiscal year 2024/25), unless otherwise modified in writing by the District and the City.

**SECTION 2. TERM.** This MOU is valid from the Effective Date through June 30, 2025. This MOU may be renewed for up to two (2) renewal terms of one (1) year each upon mutual agreement of the Parties and contingent on availability of Grant funding.

**SECTION 3. DISTRICT'S OBLIGATIONS.** The District shall provide oversight, direction, and funding of the ELOP, procure and provide all supplies, equipment, indoor site locations, as outlined in Exhibit A-1 (Menifee Union School District Responsibilities).

**SECTION 4. CITY'S OBLIGATIONS.** The City shall administer and provide staffing for the ELOP as outlined in Exhibit B-1 (City of Menifee Responsibilities).

**SECTION 5. ADMINISTRATION.** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this MOU and for coordinating and monitoring performance under this MOU. In the event such representatives are changed, the Party making the change shall notify the other Party in writing:

- 5.1 City of Menifee, Community Services Department  
c/o Mariana Mitchell, Community Services Manager  
29995 Evans Rd, Menifee, CA 92586  
Email – mmitchell@cityofmenifee.us
- 5.2 Menifee Union School District  
c/o Jesse Ramirez, Director of Expanded Learning  
29775 Haun Road, Menifee, CA  
Email – jesse.ramirez@menifeeusd.org

**SECTION 6. RECORDS.** The City shall maintain complete and accurate records with respect to all costs and expenses incurred under this MOU for a period of three (3) years from the date of final payment under this MOU. All such records shall be clearly identifiable. Upon seven (7) days' written notice, the City shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this MOU. The City shall allow inspection of all records maintained pursuant to this Section for a period of three (3) years from the date of final payment under Section 1 of this MOU.

**SECTION 7. INDEMNIFICATION.**

To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of City’s performance under this contract, regardless of whether such claim, damage, loss or

expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, City shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible.

To the fullest extent permitted by law, the District shall defend, indemnify and hold harmless City, and its officials, agents, volunteers and employees ("City indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of the District's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, District shall not be obligated to indemnify any City indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible.

## **SECTION 8. INSURANCES AND WORKER'S COMPENSATION**

- 8.1 By executing this MOU, the City and the District each certifies that it is aware of and will comply with Labor Code section 3700 requiring every employer to be insured against liability for workers compensation or to undertake self-insurance before commencing any of the work of this MOU. The City shall provide for self-insurance required by California law to protect itself from claims under the Workers Compensation Act (Lab. Code, § 3200 *et seq.*).
- 8.2 Prior to the City's execution of this MOU, the City, at its own expense, shall obtain, and shall thereafter maintain during the term of this MOU, such commercial general liability insurance as required to insure the City against damages for personal injury, including death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting on behalf of the City. All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California. The City's Commercial General liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, personal injury liability and contractual liability), in an amount not less than \$2,000,000 per-occurrence limit/\$3,000,000 aggregate, Business Auto coverage with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles, Workers Compensation including statutory coverage as required by the state of California including Employers Liability with limits no less than \$1,000,000 each accident, Sexual Abuse and Molestation coverage with limits not less than \$1,000,000 per occurrence/ \$3,000,000 aggregate.

(a) District to be named as Additional Insured on a separate endorsement or policy must read “any person or organization as required by written contract” and must be primary, non-contributory for Commercial General liability and Business Auto.

(b) A Waiver of Subrogation to be provided for Commercial General Liability, Business Auto and Workers Compensation and name District in the schedule under “Name of Person or Organization”

Evidence of self-insurance and excess coverage and an additional insured endorsement documenting the coverage required by this MOU for commercial general liability shall be filed with the District and shall include the City, its officers, agents and employees as additional insured. The policy shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail. The City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by the District pursuant to this MOU are adequate to protect the District. If the District believes that any required insurance coverage is inadequate, the District will obtain such additional insurance coverage as the District deems adequate, at the District's sole expense.

**SECTION 9. TIME OF ESSENCE.** Time is of the essence for each and every provision of this MOU.

**SECTION 10. DISPUTES.**

- 10.1 GOVERNING LAW AND VENUE. This MOU shall be governed exclusively by the laws of the State of California. The Riverside Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this MOU.
- 10.2 ATTORNEYS’ FEES. If any legal action or other proceeding is brought for the enforcement of this MOU, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this MOU, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys’ fees awarded pursuant to this Section shall not exceed the hourly rate paid by the City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the legal action or proceeding. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.3 NONLIABILITY OF OFFICERS AND EMPLOYEES. No officer, official, employee, agent, representative, or volunteer of a defaulting or breaching Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by such defaulting or breaching Party or for any

amount which may become due to the other Party or to its successor, or for breach of any obligation of the terms of this MOU.

## **SECTION 11. TERMINATION.**

- 11.1 Without Cause: Any Party hereto may terminate this MOU without cause upon six (6) months' written notice either personally delivered or mailed postage pre-paid by certified mail, return receipt requested, to the other Party's last known address for the purposes of giving notice under this section. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.
- 11.2 With Cause: Any Party hereto may terminate this MOU with cause for material breaches of this Agreement upon ninety (90) days' written notice and either personally delivered or mailed postage pre-paid by certified mail, return receipt requested, to the other Party's last known address for the purposes of giving notice under this section. The written notice provided pursuant to this Section shall indicate the nature of the alleged material breach, and what actions may be required to remediate the alleged material breach. Upon receipt of the notice, the allegedly breaching Party shall have thirty (30) days to cure the alleged material breach, or such longer period as mutually agreed by the Parties in writing ("Cure Period"). If the alleged material breach is cured during the Cure Period, no termination shall occur. If the alleged material breach is not cured within the Cure Period, the Agreement shall terminate upon expiration of the ninety (90) day notice period specified in this Section. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

## **SECTION 12. GENERAL PROVISIONS.**

- 12.1 CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS. This MOU may be changed, modified, amended or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this MOU shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this MOU shall not be considered a waiver of any prior or subsequent breach.
- 12.2 TITLES AND CAPTIONS. Titles or captions contained herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this MOU or any provisions hereof. No provision in this MOU is to be interpreted for or against a Party because that Party or his legal representative drafted such provision.

- 12.3 ASSIGNMENT. Neither Party may assign its rights or delegate its duties under this MOU, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this MOU.
- 12.4 NO THIRD-PARTY BENEFICIARIES. There are no intended third-party beneficiaries under this MOU and no such other third parties shall have any rights or obligations hereunder.
- 12.5 SEVERABILITY. In the event any term or condition of this MOU or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this MOU which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this MOU are declared severable.
- 12.6 ENTIRE AGREEMENT. This document sets forth the entire MOU between the City and the District, and may be modified only by further written amendment between the Parties hereto, in accordance with Paragraph 12.1 (Changes, Modifications, Amendments, and Waivers).
- 12.7 SURVIVAL. The provisions of Sections 7 and 10 shall survive termination of this MOU.
- 12.8 AUTHORITY. The Parties to this MOU represent and warrant that this MOU has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

12.9 COUNTERPARTS. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, each Party hereto has executed this MOU by its duly authorized representatives as of the Effective Date.

CITY OF MENIFEE

By: \_\_\_\_\_

City Manager

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

Meniffee Union School District

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **Exhibit A-1 Menifee Union School District Responsibilities**

It is the sole responsibility of the District, to ensure the aspects of the ELOP outlined herein. Capitalized terms not otherwise defined herein are defined in the Memorandum of Understanding (“MOU”) to which this Exhibit A-1 is attached.

### **District as Lead Agent**

The District as the Local Educational Agency (LEA) shall be the lead fiscal and administrative agent of the ELOP. The District agrees to submit all reports required by the California Department of Education in a timely manner and in advance of deadlines. The District will provide oversight and general administrative direction of the ELOP which maintains requirements of the Grant, including but not limited to: attendance, assessments, student information and etc.; and that meets the needs of the District.

### **ELOP City Program Locations and Office**

The District shall furnish and maintain a minimum of three (3) rooms as base program locations for ELOP and a minimum of one (1) workspace, inclusive of a telephone and computer, for City personnel performing the City’s obligations pursuant to the MOU (“City ELOP Personnel”), per ELOP school site.

### **ELOP Curriculum**

The District will retain the responsibility for general oversight of program goals, all curriculum, and integration with the regular school day academic goals.

### **Supplies and Equipment**

The District shall procure, furnish, and deliver all supplies, services, and equipment necessary to support the ELOP and as requested by City ELOP Personnel. Such requests shall be submitted in writing, by the City, to the District no less than monthly. Supply requests will be approved or denied as unnecessary to support the ELOP within seven (7) calendar days.

Reimbursement for Non-Personnel Expenses – In cases where time is a factor, City ELOP Personnel may opt to procure requested supplies and equipment directly by obtaining written preapproval from the District Director of Expanded Learning or his/her designee within 48 hours. These expenses shall be notated and reimbursed as non-personnel expenses on City reimbursement requests submitted pursuant to Exhibit B-2 to the MOU.

### **Meeting and Communication with the City**

The District shall provide support for ELOP by notifying City ELOP Personnel, in a timely manner, of changes or opportunities affecting the ELOP including, but not limited to, attending periodic meetings with City ELOP Personnel, providing annual or biannual reviews of ELOP to provide direction to the City, and communicating routinely with ELOP personnel regarding the administration of the program.



### **Professional Development**

The District will provide City ELOP Personnel with safety, evacuation and emergency training. The District will provide all relevant safety protocols and procedures to City ELOP Personnel necessary for the operation of the ELOP. The District will also provide the necessary training relevant to the implementation of the curriculum developed by District.

### **Marketing of Program**

The District shall actively market the availability of ELOP programming to students and parents, provide annual and routine updates to the District school faculty regarding ELOP hours of operations, programs, and application process. The District shall foster communication with, and involvement of, parents through parent orientations, development and distribution of monthly newsletters, open houses, and other parent events.

### **Reimbursement to the City**

The District shall reimburse City expenditures related to the ELOP as outlined under Exhibit B-2 to the MOU..

## Exhibit B-1 City of Menifee Responsibilities

The City understands and agrees to the responsibilities enumerated herein. Capitalized terms not otherwise defined herein are defined in the Memorandum of Understanding (“MOU”) to which this Exhibit B-1 is attached.

### Service Locations

The City will operate ELOP at District school sites located within City limits the program will be staffed to provide services to nine (9) elementary Schools and (3) middle Schools as outlined in Table 1 below. City personnel performing the City’s obligations pursuant to the MOU (“City ELOP Personnel”). will maintain a waiting list to ensure that vacancies are filled as soon they occur and as staffing levels permit.

**Table 1 – Service Locations and Maximum Attendance**

School Site
Callie Kirkpatrick ES
Freedom Crest ES
Southshore ES
Chester Morrison ES
Quail Valley ES
Taawila ES
Evans Ranch ES
Ridgemoore ES
Elementary #15 <i>*Beginning Fiscal Year 24/25, Year 3</i>
Bell Mountain MS
Hans Christensen MS
Kathryn Newport MS <i>*Beginning FY 23/24, Year 2</i>

\* Students served/Program Capacity is based on 20:1 student to staff ratios for 1<sup>st</sup> – 6<sup>th</sup> grade and 10:1 student to staff ratio for transitional kindergarten and kindergarten as staffing levels permit as illustrated in Exhibit B-2 “Program Budget” -Table 1

### Personnel

The City shall provide all City ELOP Personnel. All City ELOP Personnel must meet the minimum education or experience qualifications of the Menifee Unified School District Instructional Aide classification (job description has been included in this Exhibit). The City shall use diligent efforts to replace staff within 30 days of all vacancies. The City will establish a substitute pool for all program sites based on need. The City shall determine number of total staff for the ELOP at each of the program sites set forth in Table 1 based on the terms of this Exhibit, need, and attendance.

Hiring costs associated with the ELOP will include Fingerprinting (DOJ & FBI) and a physical examination including drug screening and tuberculosis test which will be added to the cost of the program will be calculated at the rate of \$155 per attempt to hire. Additionally, the City will provide staff uniforms at the cost of \$75 per hire. These hiring costs shall be subject to reimbursement by the District pursuant to Exhibit B-2 to the MOU.

The City shall provide each program site the City ELOP Personnel listed in Exhibit B-2.

**Community Services Leader I/II PT** primary responsibility is to present and lead fun recreational and educational activities. The Community Services Leader I PT will provide basic instruction and lead participants in games, arts or crafts projects, fitness activities, outdoor skill activities, dance and music opportunities, and field trips. These individuals maintain constant interaction with the student participants. The Community Services Leader II is differentiated from the Community Services Leader I, in that they are able to function autonomously and aid in planning, developing, implementing and coordinating programs.

**Community Services Specialist PT** will oversee City staff on a daily basis at the program site and interacts daily with school administrators, custodial staff, and student participants. Their primary role is to assist with planning activities and maintain a cooperative program atmosphere. At times, this may include addressing behavioral issues and resolving concerns. This position may act in a supervisory role in the absence of a Community Services Coordinator.

**Community Services Coordinator FT** will be required to directly supervise Community Service Leaders I/II and Community Services Specialists regarding the ELOP implementation and City payroll/risk management and provide direct communication between City ELOP Personnel and District personnel. This position works directly with program site staff and will primarily focus on program staff in areas including, but not limited to: behavior guidance, classroom management, program planning, and general supervision.

**Management Aide 0.5 FT** will be responsible for generating monthly invoices and compile the necessary documentation to substantiate charges for District reimbursement pursuant to Exhibit B-2 to the MOU. This position shall also be responsible for maintaining records associated with City payroll/risk management, program implementation, and staff recruitment, retention and training. This position will also track and monitor budget to forecast expenditures and work with the District on budget amendments as required.

**Community Services Supervisor FT** directly supervises Community Service Coordinator and provides general supervision to all levels of City ELOP Personnel regarding program implementation. This position oversees City ELOP Personnel recruitment, retention, and training. This position works directly with applicable program sites and the District to ensure program wide initiatives are implemented across all program sites and program goals are met appropriately.

### **Uniforms & Cell Phone Policy**

As provided by the District, City ELOP Personnel will follow the dress code and management standards approved by the District regarding dress, personal use of cell phones, headsets, recording/listening devices, and other electronic devices.

### **Hours of Operation & Daily Schedule**

The ELOP will follow the Menifee Unified School District calendar, with operating hours beginning at the end of the regular school day until 5:00 PM for elementary school and until 6:00 PM for middle school. The ELOP will be closed on holidays, school breaks and all non-contract school days. An additional 30 days, at 9 hours a day, will be held at the direction of the District.

### **Ratio Requirements**

Staff to student ratio shall be maintained at a ratio of 1:20 for 1<sup>st</sup> – 6<sup>th</sup> grades and 1:10 for transitional kindergarten and kindergarten.

### **Curriculum**

The City ELOP Personnel will take direction from the District regarding the ELOP curriculum.

### **Supplies, Services, and Equipment**

The District shall procure, furnish, and deliver all supplies, services, and equipment necessary to support the ELOP and as requested by City ELOP Personnel. Such requests shall be submitted in writing, by the City, to the District no less than monthly. Supply requests will be approved or denied as unnecessary to support the ELOP within seven (7) calendar days.

Reimbursement for Non-Personnel Expenses – In cases where time is a factor, City ELOP Personnel may opt to procure requested supplies and equipment directly by obtaining written preapproval from the District Director of Expanded Learning or his/her designee within 48 hours. These expenses shall be notated and reimbursed as non-personnel expenses on City reimbursement requests submitted pursuant to Exhibit B-2 to the MOU.

### **Professional Development**

In addition to attending periodic safety training as required by the District, City ELOP Personnel will maintain emergency contact information of all ELOP participants. In the event of an emergency, City ELOP Personnel will follow, and adjust as directed by the District, safety protocols and procedures provided by the District. City ELOP Personnel will complete First Aid and CPR training and professional development courses as required and paid for by the District.

### **Communication with the DISTRICT**

City ELOP Personnel shall attend periodic meetings with the District ELOP personnel, respond to requests during annual or biannual reviews of ELOP, and respond and adhere to direction to the City received from the District with regard to the Parties' respective obligations under the MOU.

### **Reimbursement to the CITY**

City expenditures related to the ELOP shall be submitted to the District for reimbursement as outlined under Exhibit B-2 to the MOU.

**JOB DESCRIPTION**  
**Menifee Union School District**

**Instructional Aide III**

**Purpose Statement**

Under the direction of an assigned administrator, provide assistance to students at school, including students attending early childhood programs and/or special education students at school as noted in each student's Individualized Education Program (IEP). This job classification requires a high degree of positive contact with both students and other staff members. Employees in this classification provide specialized health care procedures (under the direction of a credentialed School Nurse) to specific disabled students. This classification differs from other Instructional Aide classifications in that employees in the Instructional Aide III classification receive more extensive training in providing specialized physical health care assistance and perform invasive procedures.

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**Essential Functions**

- Collaborate and support students and school personnel, to meet the needs of identified students, implement various communication systems and appropriate methodologies;
- Adapt curriculum plans to individual students needs;
- Assist with the modification of classroom environments as needed;
- Communicate with staff and administrators to coordinate activities, exchange information and resolve issues;
- Maintain a variety of comprehensive data, records and files related to assigned activities and students;
- Maintain current knowledge of applicable laws, codes, regulations, policies and procedures related to assigned activities;
- Assist students in personal care such as toileting, dressing, grooming, and eating;
- Operate a variety of office equipment and technology, including, but not limited to, a computer/laptop/tablet and assigned software;
- And perform related duties as assigned.

**Job Requirements: Minimum Qualifications**

**Knowledge and Abilities**

- Positive behavioral intervention techniques;
- Problems and concerns of students with special needs and/or early childhood students
- Instructional methods and techniques;
- Curriculum, goals and objectives of the department;
- Operation of a variety of office equipment, technology, and software;
- Effective oral and written communication skills;
- Applicable laws, codes, regulations, policies and procedures;
- Interpersonal skills using tact, patience, respect, and courtesy;
- Understand and relate to preschool age children and/or children with special needs;

- Assist students in personal care such as toileting, dressing, grooming, and eating;
- Assist in providing specialized physical health care assistance and perform invasive procedures after receiving training from a District Nurse;
- Implement various communication systems and appropriate methodologies;
- Provide staff training and lesson progression consultation;
- Maintain a variety of comprehensive records and files;
- Communicate effectively both orally and in writing;
- Establish and maintain cooperative and effective working relationships with others;
- Analyze situations accurately and adopt an effective course of action;
- Work independently with little direction;
- Plan and organize work;
- Interpret, apply and explain applicable laws, codes, regulations, policies and procedures;
- Operate of a variety of office equipment, technology, and software;
- Sufficient training and experience to demonstrate the knowledge and abilities listed above including some experience working with children with special education needs in an organized setting.

### **Working Environment**

Classroom environment and outdoor environment

### **Hazards**

Contact with dissatisfied or aggressive individuals.

### **Experience**

Sufficient training and experience to demonstrate the knowledge and abilities listed above including some experience working with children with special education needs in an organized setting.

### **Education**

Any combination equivalent to: graduation from high school; 6 units in early childhood education for state preschool Instructional Aides

### **Certificates & Licenses**

Valid California Drivers License.

Valid First Aid and CPR Certificate issued by an authorized agency.

### **Preschool Requirements**

Preschool employees will be required to provide evidence of and maintain influenza, pertussis and measles vaccinations in compliance with federal and/or state legal requirements.

**Clearances**

Criminal Justice Fingerprint/Background Clearance

**FLSA Status**

Non Exempt

**Board Approval Date**

August 14, 2007

**Revised**

October 28, 2014

**Revised**

May 12, 2016



# Transitional Kindergarten Instructional Aide

## PRIMARY FUNCTION

### Education and Experience

Any combination equivalent to graduation from high school; Experience in an educational environment with Pre-Kindergarten to 3rd grade students is desirable; college units in early childhood education is desirable; a work history demonstrating dependability, reliability, and good attendance required.

### Licenses and Other Requirements

- Skills Test – (spelling, grammar, proofreading, writing, and math)
- Current valid California Driver's License and insurable at standard rates by the District's insurance carrier and maintain such insurability.
- CPR & First Aid Certification

### Clearances

- Criminal Justice Fingerprint/Background Clearance
- TB Clearance

## CONTACT

### PHONE:

(951) 672-1851

### WEBSITE:

[www.menifeeusd.org](http://www.menifeeusd.org)

### Address:

29775 Haun Road, Meniffee, CA 92586

## COMPENSATION:

**Schedule:** 261

**Row:**

**Days:** 195

## BOARD APPROVED:

**June 28, 2022**

Under the direction and direct supervision of the classroom teacher and site principal, assists instructional personnel in the administration of transitional kindergarten learning and enrichment experiences to students individually and in small groups in providing academic, behavior and social instruction and support; monitors and reports student progress regarding behavior and performance; assists students in developing various self-help skills, including hygiene, eating, social, community, vocational, and leisure/recreational skills; may assist with toileting of students; performs related work as required.

## ESSENTIAL DUTIES:

- Collaborates with the teacher on the implementation of classroom learning that promotes an inclusive, positive, motivating and educationally rich environment;
- Assists with the instruction of students in small groups and as a class collaboratively;
- Implements and modifies transitional kindergarten curriculum such as learning materials and activities, as directed by the teacher, which may also include kindergarten in a Transitional Kindergarten/Kindergarten combination class;
- Evaluates and identifies each student's readiness skills according to age, ability and interest as directed by teacher;
- Collects anecdotal notes and other data such as student behavior observations and assessment results for the purpose of providing information to teacher or other district personnel;
- Assists in the preparation of a welcoming and stimulating classroom environment including consideration of safety and support for children in the classroom, during lunch, and on the playground;
- Assists students with washing, diaper changing and toileting, and other personal care activities as needed;
- Sanitizes and disinfects learning materials, tables, chairs, and other classroom surfaces;
- Implements standards set by the teacher of appropriate student behavior for the purpose of achieving effective participation in activities; providing a safe and optimal learning environment;
- Operates classroom equipment including audio/visual devices and various forms of classroom technology;
- Attends trainings and meetings for the purpose of conveying and/or gathering information required to perform functions and receiving updated current information on best practices;
- Performs other related duties as assigned.



## PHYSICAL DEMANDS

Activities vary and are not always predictable. The amount of time for each activity varies depending upon daily workload and priority schedules. The position's duties can vary from day to day and moment to moment. The professional must be able to physically respond to possible emergency situations and may perform duties in some temperature extremes and hazardous conditions. Note that the listed demands are the District's minimum requirements:

- Lifting
- Climbing
- Balancing
- Carrying
- Pushing
- Pulling
- Kneeling
- Bending
- Twisting
- Stooping
- Reaching
- Crouching
- Crawling
- Walking
- Able to lift up to thirty (30) pounds frequently, and sixty (60) pounds occasionally;
- Able to carry up to thirty (30) pounds frequently, and sixty (60) pounds occasionally;
- Able to push and pull objects weighing up to sixty (60) pounds;
- Able to demonstrate manual dexterity necessary to assist students with buttoning clothing, eating, operating a computer or assist staff with student toileting procedures;
- Able to use safety equipment and devices designated for this position;
- Significant fine finger dexterity;
- Ability to read printed directions or instructions;
- Ability to see, hear, speak, understand, communicate, and comprehend;
- Sitting, walking, and standing for extended periods of time;

## Essential Job Requirements - Qualifications – Knowledge, Skills and Abilities

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### Knowledge of:

- Concepts of child growth, development and behavior; characteristics of school age children;
- Student behavior management strategies and techniques;
- Health and safety regulations as related to the position;
- Interpersonal skills using tact, patience, and courtesy;
- Oral and written communication skills;
- Correct English usage, including spelling, grammar, and punctuation.

### Ability to:

- Appropriately manage student behavior and guide students toward acceptable social behavior;
- Implement learning activities for students;
- Adapt basic teaching techniques and methods to support the teacher;
- Maintain a healthy and safe environment;
- Understand and follow oral and written instructions;
- Monitor and assist students;
- Demonstrate an understanding, patient, warm and receptive attitude toward students;
- Understand and apply rules, regulations, procedures and policies;
- Communicate effectively in the English language, both in oral and written form;
- Maintain confidentiality of sensitive and privileged information;
- Establish and maintain effective positive working relationships with students, staff, parents, teachers, and administrators;
- Assist students in personal care such as toileting, dressing, grooming, and eating;
- Analyze situations accurately and adopt an effective course of action;
- Plan and organize work.

- Ability to have transportation to conduct business.

#### MENTAL DEMANDS

- Ability to organize and coordinate schedules.
- Ability to analyze and interpret data.
- Ability to think critically, problem solve, and multitask.
- Ability to communicate with the public.
- Ability to read, analyze and interpret printed matter and computer screens.
- Ability to create written communication so others will be able to clearly understand the written communications.
- Ability to communicate so others will be able to clearly understand.
- Ability to understand speech.

#### SUPERVISOR

Site Principal

#### BARGAINING UNIT STATUS

Classified Non-Exempt

#### EVALUATION

Performance of this job will be evaluated in accordance with provisions of Board Policy on Evaluation of Classified Employees.

#### EQUAL OPPORTUNITY:

Menifee Union School District provides equal opportunity in employment without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status, age, gender expression, gender identity, and gender in accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Menifee Union School District policy. A physical examination and drug screen may be required of all finalists before employment.

## **Exhibit B-2 ELOP Budget – City Reimbursable Expenses**

### **Terms**

Capitalized terms not otherwise defined herein are defined in the Memorandum of Understanding (“MOU”) to which this Exhibit B-2 is attached.

### **City Reimbursable Expenses**

The District shall reimburse the City for expenses included in Table 1 herein, up to an amount not-to-exceed \$1,708,236 in year 1 in fiscal year 2022/23, an amount not-to-exceed \$2,853,844 in fiscal year 2023/24, and an amount not-to-exceed \$3,126,532 fiscal year 2024/25 (each a “City Reimbursable Expense”). The Parties may also mutually agree in writing to additional City Reimbursable Expenses, or to revisions to the budgets contained in Tables 1 which are currently estimates of approximate costs. City Reimbursable Expenses shall also include supplies and equipment procured by the City and reimbursed by the District pursuant to Exhibits A-1 and B-1 to the MOU.

### **Payments for Reimbursement**

Reimbursement requests shall be produced by the City and submitted to the District for approval either quarterly or monthly. The District shall issue payments for approved reimbursements within 30 days of receipt of the reimbursement request. Denial or delay of payment and the reason therefor shall be communicated to the City in writing within 14 days of receipt of the reimbursement request. The District shall not deny a reimbursement request for a City Reimbursable Expense.

#### **Table 1 – “Program Budget”**

Fiscal Year 22-23 (Year 1) amount is based on an abbreviated schedule with an after-school program commencing on October 3, 2022 at eight (8) elementary schools and two (2) middle school sites in the City listed in Exhibit B-1 to the MOU, serving as many students possible while complying with minimum student to staff ratios of 10:1 for transitional kindergarten and kindergarten and 20:1 for 1 through 6<sup>th</sup> grade. The fiscal year 2022/23 budget is not to exceed \$1,708,236.

Fiscal Year 23-24 (Year 2) amount is based on a schedule with an after-school program commencing on first day of school at eight (8) elementary schools and three (3) middle school sites in the City listed in Exhibit B-1 to the MOU, serving as many students possible while complying with minimum student to staff ratios of 10:1 for transitional kindergarten and kindergarten and 20:1 for 1 through 6<sup>th</sup> grade. The fiscal year 2023/24 budget is not to exceed \$2,853,844.

Fiscal Year 24-25 (Year 3) amount is based on a schedule with an after-school program commencing on first day of school at nine (9) elementary schools and three (3) middle school sites in the City listed in Exhibit B-1 to the MOU, serving as many students possible while complying with minimum student to staff ratios of 10:1 for transitional kindergarten and kindergarten and 20:1 for 1 through 6<sup>th</sup> grade. The fiscal year 2023/24 budget is not to exceed \$3,126,532.

Table 1 – Program Budget (*Estimation/Illustration of staff cost*)

	FY 22/23	FY 23/24	FY 24/25
<b>TOTAL PERSONNEL</b>	<b>Year 1: 10 Sites</b>	<b>Year 2: 11 Sites</b>	<b>Year 3: 12 Sites</b>
Subtotal Personnel Costs	\$ 1,486,490	\$ 2,483,382	\$ 2,720,115
Labor Overhead - 12%	\$ 178,379	\$ 298,006	\$ 326,414
<b>Total City Personnel Cost</b>	<b>\$ 1,664,869</b>	<b>\$ 2,781,387</b>	<b>\$ 3,046,529</b>
<b>TOTAL OPERATION COSTS</b>	<b>Year 1: 10 Sites</b>	<b>Year 2: 11 Sites</b>	<b>Year 3: 12 Sites</b>
Hiring Costs	\$ 13,685	\$ 22,425	\$ 24,725
25 Hours Professional Development	\$ 29,682	\$ 50,031	\$ 55,278
<b>Total Program Operation Costs</b>	<b>\$ 43,367</b>	<b>\$ 72,456</b>	<b>\$ 80,003</b>
	<b>Year 1: 10/22- 6/23 10 Sites</b>	<b>Year 2: 8/23-6/24 11 Sites</b>	<b>Year 3: 8/24-6/25 12 Sites</b>
<b>TOTAL ANNUAL PROGRAM COSTS</b>	<b>\$ 1,708,236</b>	<b>\$ 2,853,843</b>	<b>\$ 3,126,532</b>

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School Year Staffing Totals	Year 1	Year 2	Year 3
Community Services Leader I TK (PT)	8	8	9
Community Services Leader I (PT)	30	57	63
Community Services Leader II (PT)	10	19	21
Community Services Specialist (PT 1/2 Benefits)	10	11	12
Community Services Coordinator (FT)	0	1	1
Community Services Supervisor (FT)	1	1	1
Management Aide (FT)	0.5	0.5	0.5
<b>Total Program Staff</b>	<b>59.5</b>	<b>97.5</b>	<b>107.5</b>
 Total Students Served/Program Capacity	 1080	 1820	 2010

