

**BEFORE THE GOVERNING BOARD  
OF THE  
WEST COVINA UNIFIED SCHOOL DISTRICT  
LOS ANGELES COUNTY, CALIFORNIA**

**Establishing Short-Term Employment  
(Education Code Sections 45103(b)(1), 45103(d)(2), and 45103.1(b)(7))**

**RESOLUTION #002021-HR001**

**WHEREAS**, the Governing Board of the West Covina Unified School District (“District”) has reviewed Education Code section 45103 and 45103.1 attached hereto as Exhibit “A,” and

**WHEREAS**, Section 45103 authorizes the District to employ persons as “short-term employees” to perform a service for the district, upon the completion of which, the service required will not be extended or needed on a continual basis; and

**WHEREAS**, Section 45103 limits the employment of a short term employee for a term not to exceed seventy-five percent of a school year, and which must be established by the Board; and

**WHEREAS**, the District presently has a need to employ person(s) in the position of Campus Monitor for a limited period of time during the months of March 2021 through June 2021 to perform services; and

**WHEREAS**, the District desires to fill the need for these services through a short-term personal services contract authorized and/or established pursuant to Education Code Sections 45103(b)(1), 45103(d)(2), and 45103.1(b)(7).

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. All of the above recitals are true and correct.
2. The employment of the short-term employee(s) pursuant to this Resolution shall be effective as determined by the Superintendent.
3. The position and services to be performed by the short-term employee(s) are that of a Campus Monitor position. (Job description attached as Exhibit “B”)
4. The work hours/days and compensation of these short-term employee(s) is as follows:
  - a. 5 hours per day, 4 days per week
  - b. \$16.03 per hour (short-term employee(s) are not eligible for medical, dental, vision insurance)
5. The ending date of the services of the short-term employee(s) outlined in this Resolution is as determined by the Superintendent or designee but no later than June 4, 2021.

6. The person(s) employed in this Campus Monitor position shall not be a part of the classified service. The person(s) employed in this Campus Monitor position may be dismissed or released from employment by the Superintendent at any time without cause, notice, or hearing. The person(s) employed in this position is employed "at will."
7. Pursuant to Education Code Section 45103, subdivision (d)(2), the ending date of employment of a person employed in this short-term position may be shortened by the Governing Board. The authority to shorten such employment, whether by release, dismissal, or otherwise, is hereby delegated by the Board to the Superintendent or his designee.

**BE IT FURTHER RESOLVED** that the Board hereby delegates to the Superintendent or his designee the full authority to consummate the intent of this Resolution.

PASSED AND ADOPTED this 23<sup>rd</sup> day of March, 2021.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

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Eileen Miranda Jimenez, President  
Governing Board  
West Covina Unified School District

I, Michael Flowers, Clerk of the Governing Board of the West Covina Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board at its meeting held on March 23, 2021.

Dated: March 23, 2021

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Michael Flowers, Clerk  
Governing Board  
West Covina Unified School District  
Los Angeles County, California

**EDUCATION CODE****Section 45103.**

(a) The governing board of any school district shall employ persons for positions not requiring certification qualifications. The governing board shall, except where Article 6 (commencing with Section 45240) or Section 45318 applies, classify all of these employees and positions. The employees and positions shall be known as the classified service.

(b) (1) Substitute and short-term employees, employed and paid for less than 75 percent of a school year, shall not be a part of the classified service.

(2) Apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

(3) Full-time students employed part time, and part-time students employed part time in any college workstudy program, or in a work experience education program conducted by a community college district pursuant to Article 7 (commencing with Section 51760) of Chapter 5 of Part 28 and that is financed by state or federal funds, shall not be a part of the classified service.

(4) Part-time playground positions shall not be a part of the classified service, where the employee is not otherwise employed in a classified position. Part-time playground positions shall be considered a part of the classified service when the employee in the position also works in the same school district in a classified position.

(c) Unless otherwise permitted, a person whose position does not require certification qualifications shall not be employed by a governing board, except as authorized by this section.

(d) As used in this section:

(1) "Substitute employee" means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

(2) "Short-term employee" means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 45101, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.

(3) "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day.

(e) Employment of either full-time or part-time students in any college workstudy program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

(f) This section shall apply only to districts not incorporating the merit system as outlined in Article 6 (commencing with Section 45240).

*(Amended by Stats. 2002, Ch. 1100, Sec. 2.5. Effective January 1, 2003.)*

## EDUCATION CODE

### Section 45103.1.

(a) Notwithstanding any other provision of this chapter, personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when all the following conditions are met:

(1) The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the school district, provided that:

(A) In comparing costs, there shall be included the school district's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

(B) In comparing costs, there shall not be included the school district's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the school district. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing school district costs that would be directly associated with the contracted function. These continuing school district costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut school district pay rates.

(3) The contract does not cause the displacement of school district employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district.

(4) The savings shall be large enough to ensure that they will not be eliminated by private sector and district cost fluctuations that could normally be expected during the contracting period.

(5) The amount of savings clearly justify the size and duration of the contracting agreement.

(6) The contract is awarded through a publicized, competitive bidding process.

(7) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.

(8) The potential for future economic risk to the school district from potential contractor rate increases is minimal.

(9) The contract is with a firm. A "firm" means a corporation, limited liability company, partnership, nonprofit organization, or sole proprietorship.

(10) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the school district.

(b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when any of the following conditions can be met:

(1) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

(2) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

(3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

(4) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

(5) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.

(6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.

(7) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

(c) This section shall apply to all school districts, including districts that have adopted the merit system.

(d) This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

*(Amended by Stats. 2010, Ch. 328, Sec. 43. Effective January 1, 2011.)*

**WEST COVINA UNIFIED SCHOOL DISTRICT****CAMPUS MONITOR****Brief Description of Position:**

Under the direction of an assigned supervisor, monitor facilities and supervise student conduct on assigned campus to assure positive and safe environment for students and faculty

**Directly Responsible to:**

Appropriately assigned supervisor

**Major Duties and Responsibilities:**

1. Monitor campus grounds and parking lots; report unauthorized persons or vehicles on school property
2. Monitor hallways, restrooms, and school facilities; check student's hall passes; direct visitors to the office.
3. Supervise students and maintain a harmonious atmosphere on campus; observe student activity and maintain order.
4. Direct movements of students in an orderly manner.
5. Assist students in developing and observing acceptable rules of conduct; circulate an assigned area to assist students and to resolve minor problems; report disturbances or misconduct.
6. Perform related duties as assigned.

**Knowledge of:**

- General needs and behavior of children
- Health and safety regulations
- Interpersonal skills using tact, patience and courtesy
- Oral and written communication skills

**Ability to:**

- Establish and maintain effective relationships with adults and children
- Organize and supervise students
- Analyze situations accurately and adopt an effective course of action
- Work independently with little direction
- Understand and follow oral and written direction
- Learn applicable policies, rules and regulations and apply them within scope of authority

**Experience and Education:**

Any combination equivalent to: sufficient training and experience to demonstrate the knowledges and abilities listed above

**Licenses/Other Requirements:****Working Conditions:**

Work includes indoor and outdoor environment; subject to verbal abuse from belligerent students or unauthorized visitors

Salary range: 16

Adopted: May 1986

Reviewed: June 2010