



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

District Office - Board Room
500 N. Walnut Street, La Habra, CA 90631

Thursday, May 12, 2022 06:00 PM

4:00 p.m. - Work/Study Session

5:00 p.m. - Closed Session

6:00 p.m. – Call to Order/Regular Meeting

(Meetings are recorded for use in official minutes)

1. Work/Study Session

Start time: 04:00 PM

Trustees will review the input from educational partners regarding revisions to the 2021-2024 LCAP.

2. Formal Call to Order

Start time: 05:00 PM

3. Adjourn to Closed Session

4. Closed Session

a. Public Employee Discipline/Dismissal/Release/Personnel Matters
Government Code Sections 54954.5(d), 54957

b. Expulsion Readmission for Student # 1209822
Government Code Section 54962

5. Second Call to Order

Start time: 06:00 PM

- Welcome
- Pledge of Allegiance

6. Report from Closed Session

7. Action Item: Adoption of Agenda

(Action)

Motion_____

Second_____

Board Action_____

8. Action Item: Approval of Minutes of the Regular Meeting of April 14, 2022

(Action)

Motion_____

Second_____

Board Action_____

9. Correspondence: Clerk of the Board

10. Public Interest

- COVID Team Recognition

11. Public Comment

Members of the audience may address the Board of Education on agenda items during consideration of that item and items not on the agenda that are within the Board's subject matter jurisdiction. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a Presentation Card, available on the table near the hallway door. The Presentation Card must be completed and given to the Secretary prior to the meeting. Matters not on the agenda may neither be acted upon nor discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent Board meeting as an agenda item.

12. CONSENT CALENDAR

(Action)

Motion_____

Second_____

Board Action_____

a. EDUCATIONAL SERVICES

(Consent Agenda)

1. Contract Reports - Educational Services

[Educational Services \(p. 6\)](#)

2. Staff Development

[Staff Development \(p. 7\)](#)

3. University Agreements

[Biola \(p. 9\)](#)

[Biola - Practicum \(p. 26\)](#)

[Concordia \(p. 30\)](#)

[Whittier College \(p. 39\)](#)

b. BUSINESS SERVICES

(Consent Agenda)

1. Contract Reports - Business Services

[Business Services \(p. 42\)](#)

2. Expenditures Report

[Expenditures \(p. 43\)](#)

3. Field Contracts

[Field Contracts \(p. 44\)](#)

4. Surplus

5. Memberships

Memberships (p. 46)

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

Separations (p. 47)

New Hires (p. 48)

2. Change of Status

Change of Status (p. 51)

13. GENERAL MATTERS

a. Action Item: Approval of Tentative Agreement with the La Habra Education Association

(Action)

Trustees are requested to approve the Tentative Agreement with the La Habra Education Association.

Motion_____

Second_____

Board Action_____

Contract Agreement (p. 52)

14. INSTRUCTION AND PERSONNEL

a. Information Item: Selection of Transitional Kindergarten through Fifth Grade Science Materials

(Information)

Trustees will review the selection of Transitional Kindergarten through fifth grade science materials.

Science Instructional Materials Selection-TK-5 (p. 53)

b. Information Item: Williams Settlement Legislation Addendum Report

(Information)

Trustees will be apprised of the Williams Settlement Legislation Addendum Report.

Williams Settlement Legislation Addendum Memo (p. 54)

Williams Settlement Legislation Addendum (p. 55)

c. Action Item: Approve Contract with City of La Habra for Summer Enrichment

(Action)

Trustees are requested to approve the contract with the City of La Habra for Summer Enrichment.

Motion_____

Second_____

Board Action_____

Summer Enrichment Program (p. 56)

d. Action Item: Approval of Quality Start OC Quality Rating and Improvement System (QRIS) Agreement

(Action)

Trustees are requested to approve the Quality Start OC Quality Rating and Improvement System (QRIS) Agreement.

Motion_____

Second_____

Board Action_____

- e. **Information/Action Item: Approval of New Job Description for a Program Specialist, Multilingual Support** (Information)

Trustees are requested to approve a new job description for a Program Specialist, Multilingual Support.

Motion_____ **Second**_____ **Board Action**_____

[Program Specialist, Multilingual Support - Memo \(p. 58\)](#)

[Program Specialist, Educational Services - Multilingual Support \(p. 59\)](#)

- f. **Action Item: Approval to select a Universal PreKindergarten (UPK) Committee Board Appointee** (Action)

Trustees are requested to select a UPK Committee Board appointee and an alternate.

Motion_____ **Second**_____ **Board Action**_____

[UPK Committee Agenda Memo \(p. 62\)](#)

15. BUSINESS MATTERS

- a. **Action Item: Approval to Participate in a Piggyback Bid for Classroom and Office Supplies and Furniture** (Action)

Trustees are requested to purchase on an as needed basis utilizing the listed bids inclusive of future contract renewal options.

Motion_____ **Second**_____ **Board Action**_____

[Piggyback Bid for Office Supplies \(p. 63\)](#)

- b. **Action Item: Approval to Participate in Piggyback Bid for Dairy Products** (Action)

Trustees are requested to approve participation in Hesperia Unified School District RFP No. 2-008 Nutrition Services-Dairy Products for the 2022-23 school year. Effective dates are July 1, 2022 through June 30, 2023.

Motion_____ **Second**_____ **Board Action**_____

[Dairy Board Approval Memo \(p. 65\)](#)

- c. **Action Item: Resolution #5-2022 - Fund Balance Commitment** (Action)

Trustees are requested to approve Resolution #5-2022 - Fund Balance Commitment.

Motion_____ **Second**_____ **Roll Call**_____

[Fund Balance Reserve Memo \(p. 66\)](#)

[Resolution 5-2022 - Fund Balance Commitment \(p. 67\)](#)

16. Board/Superintendent Comments:

17. Adjournment

Motion_____ **Second**_____ **Board Action**_____

18. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for June 9, 2022 at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

La Habra City School District is a tobacco-free district. Tobacco use is prohibited on District property at all times. Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Superintendent's Office at 562-690-2300; fax: 562-690-4154.



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Agreement to provide Recess Implementation	District	7/29/2022	8/5/2022	Playworks Education Energized	\$8,500.00	EEB Grant
Vision and hearing screenings for LHCSD students	District	8/15/2022	6/1/2023	Southern California Sensory Screening, Inc.	\$8,500.00	Unrestricted
Agreement to administer Medicaid direct service and administrative claiming services for the District	District	7/1/2022	6/30/2023	Paradigm Healthcare Services	\$75,000.00	Medi-Cal Billing

RATIFICATION

Addendum to the agreement to provide professional development and consulting services for language arts	Arbolita	4/6/2022	5/23/2022	Kelly Singer Morrow	\$1,500.00	Title I
Addendum to the agreement for Inside the Outdoors Field Trip - Ecosystem Explorers and Wild Wetlands	Sierra Vista, El Cerrito	9/1/2021	5/31/2022	Orange County Department of Education	\$1,989.25	PTA
Amendment to previous agreement to receive an additional \$3,802.00	District	7/1/2020	6/30/2023	Children and Families Commission of Orange County	N/A	N/A

Board Approved: May 12, 2022

LA HABRA CITY SCHOOL DISTRICT
REQUEST FOR APPROVAL/RATIFICATION OF PROFESSIONAL DEVELOPMENT PROGRAMS

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
ACSA Title IX Team Compliance Training	Virtual	4/19/22, 4/26/22, and 5/3/22	To learn updates and required components of the Title IX rules	Maila Igarta	\$250.00	EEBG
Restorative Justice Conference	Virtual	4/25 - 4/26/22	To become formally trained in Restorative Conferencing and be able to train others in the District	Heidi Quirk Alyssa Campos	\$900.00	EEBG
Global Contexts for Teaching and Learning	Virtual	5/4 - 6/1/22	Required IB training	Carole Mortl	\$450.00	EEBG
CAL SIOP for Dual Language Programs	Virtual	5/16 - 5/24/22	To learn about language delivery model for English learners in the dual immersion settings	Rosa Murillo Anna Navarro	\$1,290.00	Title I
May Revision Workshop	Virtual	5/20/22	Review Governor's 2022 - 2023 Budget	Mario A. Carlos Christeen Betz Shannon Belknap Mika Cross-Sepulveda	\$1,000.00	EEBG
IB Training Workshop	St. Louis, Missouri	6/4 - 6/6/22	Required IB PYP training	Janelle Rotblum	\$2,737.00	EEBG
CA Assoc of School Counselors School Counseling Supervision Certificate Training	Virtual	6/1 - 6/30/22	To obtain certificate needed to be a fieldwork supervisor to interns in the fall	Alyssa Campos Heidi Quirk Julie Cruz	\$400.00	Mental Health

LA HABRA CITY SCHOOL DISTRICT
REQUEST FOR APPROVAL/RATIFICATION OF PROFESSIONAL DEVELOPMENT PROGRAMS

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
IB Training Workshops	Lake Tahoe	6/28 - 7/1/22	Required IB PYP training	Suena Chang Sandy Cavanagh Christine Osborn Naomi Kaneshiro Tawnya Sievers Cindi Badia Dana Riggs	\$17,220.00	EEBG
MTSS Conference	Anaheim	7/12 - 7/14/22	Leveraging the CA MTSS framework to meet the academic, behavioral and social-emotional needs of youth	Heidi Quirk Tanya Beck Erika Lopez Rosa Murillo Suena Chang Nicole Alatorre Julie Erickson Briana Ols Dana Riggs Tawnya Sievers	\$4,300.00	EEBG
IB Training Workshop	Austin, Texas	7/25 - 7/27/22	Required IB Training	Victoria Aguirre Linda Cugini Jenny Trisnadi Christina Nguyen	\$10,632.00	EEBG

BIOLA UNIVERSITY, SCHOOL OF EDUCATION AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into this May 12, 2022, by and between BIOLA UNIVERSITY, INC. (hereinafter called “BIOLA”) and La Habra City School District, (hereinafter called “DISTRICT/ORGANIZATION”).

RECITALS

1. BIOLA has been accredited by the California Commission on Teacher Credentialing to offer: (a) coursework and Student Teaching that can be applied towards multiple subject, single subject, and education specialist instruction (Mild/Moderate) teaching credential requirements; (b) coursework and practicum that meets clinical requirements for the Levels I-V of the Early Childhood permits; (c) an ASHA-approved Master of Science degree in Speech Language Pathology with an embedded CTC-approved Speech Language Pathology credential; (d) a program leading to the Education Specialist Instruction Intern credential in the area of Mild/Moderate; and (e) a program leading to the Multiple Subject and Single Subject Intern credential.
2. DISTRICT/ORGANIZATION is willing to provide educational experience and training to students of BIOLA for the programs selected below in accordance with the terms and conditions of this Agreement (as described in the General Terms and Conditions section below) and the applicable exhibit(s) for the selected program(s). BIOLA desires to use DISTRICT/ORGANIZATION as an opportunity for its students to obtain such experience and training as required by their curriculum.

X Student Teaching, including Multiple Subject, Single Subject, and Special Education. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit A (Terms and Conditions of Student Teaching Experience), which is incorporated herein by reference.

X Early Childhood Practicum. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit B (Terms and Conditions of Early Childhood Practicum Experience), which is incorporated herein by reference.

X Speech-Language Pathology and Speech-Language Pathology Assistant. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit C (Terms and Conditions of Speech-Language Pathology Experience), which is incorporated herein by reference.

X Education Specialist Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit D (Terms and Conditions of Education Specialist Intern Experience), which is incorporated herein by reference.

X Multiple and Single Subject Intern. If selected, BIOLA and DISTRICT/ORGANIZATION agree to the additional terms and conditions in the attached Exhibit E (Terms and Conditions of Multiple and Single Subject Intern Experience), which is incorporated herein by reference.

GENERAL TERMS AND CONDITIONS

1. Term. This Agreement shall commence on 7/1/2022 and shall continue in effect until 6/30/2027 unless extended in writing by mutual consent of the parties. However, participating students shall be permitted to complete all experiences and training that began prior to the termination date, and with respect to such experiences and training, all terms and conditions of this Agreement and the applicable exhibit(s) shall apply until the last such experience and training is completed.
2. Refusal of Assignment. DISTRICT/ORGANIZATION may, at its sole discretion, refuse to accept any student of BIOLA assigned to DISTRICT/ORGANIZATION, and upon request of DISTRICT/ORGANIZATION, BIOLA shall terminate the assignment of any student of BIOLA to DISTRICT/ORGANIZATION.
3. Status of Participants. It is expressly agreed and understood by the parties that the students of BIOLA participating in experiences and training under this Agreement are in attendance for educational purposes only and that such students and any employees or agents of DISTRICT/ORGANIZATION are not considered employees of BIOLA and shall not receive compensation for services, unemployment or employee benefit programs. In addition, such students and any employees or agents of BIOLA shall not be considered employees of DISTRICT/ORGANIZATION for purposes of payment of compensation for services, workers' compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose, except that students participating in the Education Specialist Intern Program or Multiple and Single Subject Intern Program shall be employees of DISTRICT/ORGANIZATION throughout the duration of their Education Specialist Intern Program or Multiple and Single Subject Intern Program.
4. Responsibilities of BIOLA.
 - 4.1 BIOLA shall designate students for assignment at DISTRICT/ORGANIZATION.
 - 4.2 BIOLA shall be responsible for maintaining academic records of participating students.
 - 4.3 BIOLA shall assign member(s) of its faculty to participating students to assist in the education and training of such students.
 - 4.4 BIOLA shall ensure that participating students have provided evidence of tuberculosis screening administered in the first semester of their teacher preparation program.
5. Responsibilities of DISTRICT/ORGANIZATION.
 - 5.1 DISTRICT/ORGANIZATION shall maintain complete records and reports on participating students' performance and provide an evaluation to BIOLA on forms provided by BIOLA.
 - 5.2 DISTRICT/ORGANIZATION agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at DISTRICT/ORGANIZATION's schools or classrooms or involving employees or

agents of DISTRICT/ORGANIZATION, to take prompt and effective remedial action when unlawful discrimination or harassment is found to have occurred, and to promptly notify BIOLA of the existence and outcome of any complaint of unlawful discrimination or harassment by, against, or involving any participating student.

- 5.3 DISTRICT/ORGANIZATION shall permit video capture of participating BIOLA students delivering lessons to DISTRICT/ORGANIZATION students (“Video”) for the sole purpose of submitting CalTPA assessments as required by the California Commission on Teacher Credentialing. Unless DISTRICT/ORGANIZATION notifies BIOLA that DISTRICT/ORGANIZATION already has obtained permissions from parents or legal guardians of DISTRICT/ORGANIZATION participating students to record such Videos, BIOLA shall ensure that participating BIOLA students will obtain signed video consent forms from all parents or legal guardians of DISTRICT/ORGANIZATION participating students prior to recording such Videos. In addition, BIOLA shall require participating BIOLA students to treat Videos as confidential and to not disclose such Videos to any third party without the express written consent of DISTRICT/ORGANIZATION, except as provided herein.
6. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:
 - 6.1 Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured.
 - 6.2 Professional Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 6.3 Workers’ Compensation Insurance as required by law. BIOLA shall provide Workers’ Compensation coverage for its participating students.
 - 6.4 Business Auto Liability Insurance in the amount of \$1,000,000.
7. Fingerprint Clearance. In accordance with California Penal Code section 11105.3, BIOLA will ensure that participating students will not be placed at DISTRICT/ORGANIZATION with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and participating students are granted Certificate of Clearance by the State of California. Subsequent arrest records received by DISTRICT/ORGANIZATION will be cause for DISTRICT/ORGANIZATION review of continued participant suitability. DISTRICT/ORGANIZATION will be the sole determiner if it is deemed that a participating student will be removed from the assignment.
8. Indemnification.
 - 8.1 DISTRICT/ORGANIZATION agrees to indemnify, defend and hold BIOLA, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys’

fees and costs, arising from any negligent act or omission or intentional conduct of DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.

- 8.2 BIOLA agrees to indemnify, defend and hold DISTRICT/ORGANIZATION, its trustees, officers, employees, agents and representatives, free and harmless from all claims, demands, losses, costs, expenses, liabilities and damages, including attorneys' fees and costs, arising from any negligent act or omission or intentional conduct of BIOLA, its trustees, officers, employees, agents and representatives, regarding the subject matter of this Agreement.
9. Attorneys' Fees. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs in addition to any other relief to which that party may be entitled.
10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties hereto.
11. Waiver/Severability. The parties agree that no waiver by either party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right herein. The parties further agree that each provision or term of this Agreement is intended to be severable from the others so that if any particular provision or term hereof is or determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remaining provisions and terms hereof.
12. Integration. This Agreement and the attached applicable exhibit(s) contain the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement between the parties. No provision may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by both parties. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made or relied upon by either party which are not expressly set forth in this Agreement and the applicable exhibit(s).
13. Execution. This Agreement may be executed in counterparts, and a facsimile or duly authorized electronic signature shall have the same force and effect as an original signature penned in ink.
14. Classroom Fieldwork. BIOLA will ensure that participating students have completed the necessary educational prerequisites to be eligible for supervised fieldwork. Specifics of each assignment will be communicated through the BIOLA course professor or student. Students participating in Classroom Fieldwork function as both observer and participant under the supervision of the classroom teacher.

[SIGNATURES ON NEXT PAGE]

BIOLA UNIVERSITY, INC.:

Signature

Date

Printed Name

Title

La Habra City School District:

Signature

Date

Printed Name

Title

DISTRICT/ORGANIZATION address

EXHIBIT A

TERMS AND CONDITIONS OF STUDENT TEACHING EXPERIENCE

The following terms and conditions shall apply to any student teaching experience, including multiple subject, single subject, and education specialist (mild/moderate) teaching credential requirement:

1. Definitions.

- 1.1 “Student Teaching” as used herein means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. DISTRICT/ORGANIZATION employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers. If a student is placed in an English Learner (“EL”) classroom, the supervising teacher shall hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
- 1.2 “Session of Student Teaching” as used herein and elsewhere in this Agreement is considered to be a full school day of Student Teaching for one semester or a half-day of Student Teaching for two semesters.

2. Assignments and Rates.

- 2.1 Services shall not exceed twenty-five (25) Student Teaching assignments per semester.
- 2.2 An assignment of a student of BIOLA to Student Teaching in schools or classes of DISTRICT/ORGANIZATION shall be, at the discretion of BIOLA, either for one or two eight-week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.
- 2.3 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit A at the rate of Twenty-five Dollars (\$25.00) per unit of Student Teaching, per session, for each master teacher.
- 2.4 Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.
- 2.5 Within a reasonable time following the close of each Session of Student Teaching, BIOLA shall remit payment for the services rendered during said Session for all Student Teaching supervision provided by DISTRICT/ORGANIZATION.

- 2.6 In the event a student remains in a Session of Student Teaching for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-five Dollars (\$25.00) per additional week.
- 2.7 Notwithstanding any other provisions of this Agreement or Exhibit A, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Student Teaching Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Student Teaching to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Student Teaching assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Student Teaching shall be provided in the schools or classes of DISTRICT/ORGANIZATION, and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Student Teaching is terminated by BIOLA for any reason after the student begins Student Teaching, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.3 above as though there had been no termination of the assignment.

EXHIBIT B
TERMS AND CONDITIONS OF EARLY CHILDHOOD PRACTICUM EXPERIENCE

The following terms and conditions shall apply to any early childhood practicum experience:

1. Definitions.

1.1 “Supervised Early Childhood Practicum” as used herein means active participation in the daily duties and functions of classrooms that implement state-adopted academic core curriculum and/or developmentally, culturally, and linguistically appropriate practices. DISTRICT/ORGANIZATION employees providing direct supervision to Early Childhood Practicum teacher candidates must hold valid Child Development Permits and/or teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a teacher candidate is placed in an English Learner (“EL”) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.

1.2 “Session of Supervised Early Childhood Practicum” as used herein and elsewhere in the Agreement is considered to be a three- to six-hour day of Supervised Early Childhood Practicum for a total of seventy-five (75) hours for one semester or a complete summer session.

2. Assignments and Rates.

2.1 Services shall not exceed twenty-five (25) Supervised Early Childhood Practicum assignments per semester.

2.2 BIOLA shall pay DISTRICT/ORGANIZATION for performance by DISTRICT/ORGANIZATION for all services required to be performed by DISTRICT/ORGANIZATION under this Agreement and Exhibit B at the rate of Twenty-five Dollars (\$25.00) per unit of Supervised Early Childhood Practicum, per session, for each master teacher.

2.3 Payments shall be made directly to the master teachers or to DISTRICT/ORGANIZATION, which in turn shall pay the master teachers.

2.4 Within a reasonable time following the close of each Session of Supervised Early Childhood Practicum, BIOLA shall remit payment for the services rendered during said Session for all Supervised Early Childhood Practicum provided by DISTRICT/ORGANIZATION.

2.5 In the event a student remains in a Session of Supervised Early Childhood Practicum for longer than the stated period, DISTRICT/ORGANIZATION shall receive additional payment at the rate of Twenty-Five Dollars (\$25.00) per additional week.

- 2.6 Notwithstanding any other provisions of this Agreement or Exhibit B, BIOLA shall not be obligated to pay DISTRICT/ORGANIZATION any amount in excess of the total sum set forth in this section.
3. Supervised Early Childhood Practicum Experience. DISTRICT/ORGANIZATION shall provide teaching experience through Supervised Early Childhood Practicum to schools and classes of DISTRICT/ORGANIZATION not to exceed the number of Supervised Early Childhood Practicum assignments set forth in paragraph 2.1 above. These students of BIOLA shall possess valid Certificates of Clearance or have signed Affidavits for Certificate of Clearance. Supervised Early Childhood Practicum shall be provided in such schools or classes of DISTRICT/ORGANIZATION and under the direct supervision and instruction of employees of DISTRICT/ORGANIZATION, as DISTRICT/ORGANIZATION and BIOLA through their duly authorized representatives may agree upon.
4. Termination. In the event that the assignment of a student of BIOLA to Supervised Early Childhood Practicum is terminated by BIOLA for any reason after the student begins Supervised Early Childhood Practicum, DISTRICT/ORGANIZATION shall receive payment for one assignment at the rate specified in paragraph 2.2 above as though there had been no termination of the assignment.

EXHIBIT C
**TERMS AND CONDITIONS OF SPEECH-LANGUAGE PATHOLOGY AND SPEECH-
LANGUAGE PATHOLOGY ASSISTANT EXPERIENCE**

The following terms and conditions shall apply to any speech-language pathology experience:

1. Purpose.

1.1 BIOLA operates a masters level speech-language pathology program. The degree is offered for those desiring to become licensed, certified speech-language pathologists and earn a California State License in Speech-Language Pathology. Candidates completing the required field work experience are eligible to sit for the licensure exam and apply for state licensure as a speech language pathologist. BIOLA also operates an undergraduate level communication disorders program. Students in this program are eligible to apply for the Speech-Language Pathology Assistant (“SLPA”) State License after completing a fieldwork experience.

1.2 The purpose of this Exhibit C is to provide the training required for: (a) students of BIOLA enrolled in the Masters of Science Speech-Language Pathology degree program to be eligible to apply for the California State License in Speech-Language Pathology, and (b) students enrolled in the undergraduate Communication Disorders program to be eligible to apply for the SLPA State License. The parties will mutually benefit by making a clinical training program available to BIOLA students at DISTRICT/ORGANIZATION.

2. Definitions. “Clinical Externship” as used herein and elsewhere in this Agreement means active participation in the daily provision of speech and language intervention services. DISTRICT/ORGANIZATION shall provide a speech-language pathologist (“Clinical Supervisor”) who holds an American Speech and Hearing Association (“ASHA”) Certificate of Clinical Competence and a California Speech-Language Pathologist license to supervise the Clinical Externship.

3. Assignments and Rates

3.1 Services shall not exceed twenty-five (25) Clinical Externship assignments per semester.

3.2 No compensation will be made to any party for Clinical Externship assignments.

4. Responsibilities of DISTRICT/ORGANIZATION.

4.1 To the extent that the activities performed hereunder are subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), participating students, as trainees, shall be considered as members of DISTRICT/ORGANIZATION’s “workforce,” as that term is defined by the HIPAA regulations at 45 C.F.R. section 160.103, and shall be subject to DISTRICT/ORGANIZATION’s policies respecting confidentiality of medical information. To ensure that students comply with such policies,

DISTRICT/ORGANIZATION shall provide students with substantially the same training that it provides to its regular employees regarding confidentiality of medical information.

- 4.2 DISTRICT/ORGANIZATION shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the participating student's Clinical Externship. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state licensure and certification. The minimum requirements for these duties include the following:

- 4.2.1 Allocation of sufficient time to directly observe the supervisee as appropriate. ASHA requires supervisors to provide supervision that is appropriate for the level of the supervisee.
- 4.2.2 Allocation of sufficient time to meet directly with the participating student for purposes of feedback and discussion, which shall occur regularly during the course of supervision.

EXHIBIT D
TERMS AND CONDITIONS OF EDUCATION SPECIALIST INTERN EXPERIENCE

The following terms and conditions shall apply to the education specialist intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program (special education), as applicable (Education Code section 44320(d), CCTC Program Standard 2 [2018]).
 - 1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.
3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s)/ORGANIZATION(s) (Education Code section 44458). Public school districts, county offices, and non-public schools are eligible for the Special Education program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2, 3, 4, & 5).
 - 5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).
 - 5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
 - 5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score on CTEL. BIOLA will provide support/mentoring documentation and monitor the process.

- 5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.
- 5.10 BIOLA internship program coordinators shall coordinate meetings of the Internship Advisory Board(s) (Intern Precondition 8).
- 5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2, Program Standard 6 [2018]).
- 5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

EXHIBIT E
TERMS AND CONDITIONS OF MULTIPLE AND SINGLE SUBJECT INTERN
EXPERIENCE

The following terms and conditions shall apply to the multiple and single subject intern experience:

1. Intern Qualification. BIOLA shall verify each of the following, as applicable, for all candidates admitted to this internship program (hereinafter referred to as an “Intern”):
 - 1.1 Intern holds a baccalaureate or higher degree from a regionally accredited institution of postsecondary education (Education Code section 44453).
 - 1.2 Intern has completed all pre-service preparation according to the requirements of the credential program, as applicable (Education Code section 44320(d)).
 - 1.3 Intern has met the Subject Matter Competence requirement for the subject area(s) in which the Intern is authorized to teach (Education Code section 44325(c)(3)).
 - 1.4 Intern has satisfied Educational Basic Skills Proficiency as defined by the State of California.
2. Intern Supervision. BIOLA shall provide an individual to supervise of each Intern (“Supervisor”); however, DISTRICT/ORGANIZATION shall provide a DISTRICT/ORGANIZATION support person or personnel for each Intern (“Support”) (Education Code section 44462) at the time of hire. Every Supervisor shall possess:
 - 2.1 Current knowledge in the subject matter taught;
 - 2.2 An understanding of the context of public schooling;
 - 2.3 The ability to model best professional practices in teaching and learning, scholarship, and service;
 - 2.4 Knowledge of diverse abilities including cultural, language, ethnic, and gender diversity;
 - 2.5 A thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula; and
 - 2.6 A commitment to provide support and supervision related to needs of English learners.
3. Intern Assignment. DISTRICT/ORGANIZATION shall assign each Intern to assume the functions, which are authorized by such Intern’s teaching credential (Education Code section 44454). BIOLA represents that Intern’s services meet the instructional or service needs of the participating DISTRICT(s) (Education Code section 44458). Public school districts and county offices of education are eligible for the Multiple and Single Subject Intern Program (Education Code sections 44321 and 44452).

4. Tenure. DISTRICT/ORGANIZATION understands that no Intern shall acquire tenure while serving with an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the DISTRICT/ORGANIZATION that employed such person as an Intern during the immediately preceding school year and who is reelected for the subsequent school year to a position requiring certification qualifications shall, at the commencement of the subsequent school year, be eligible for tenure (Education Code section 44466).
5. Other Terms and Conditions.
 - 5.1 DISTRICT/ORGANIZATION shall hire each Intern on a part-time or full-time probationary or temporary contract with full pay and benefits.
 - 5.2 DISTRICT/ORGANIZATION shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success (supportive principal, available peer support, class selection, etc.).
 - 5.3 DISTRICT/ORGANIZATION and BIOLA will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 2 3, 4 & 5).
 - 5.4 DISTRICT/ORGANIZATION shall appoint, maintain, evaluate, and compensate trained Support at each Intern's work site. If there is not a Support provider with a credential match at the school site, DISTRICT/ORGANIZATION will secure a Support provider from another school site. In addition, DISTRICT/ORGANIZATION shall define and document the type and frequency of support services to be provided including identification of protected time for Support to work with each Intern within the school day. DISTRICT/ORGANIZATION shall provide BIOLA with documentation of Support provided to Intern.
 - 5.5 DISTRICT/ORGANIZATION shall document that Support personnel hold: (1) a valid corresponding Clear or Life Credential, and (2) a minimum of three (3) years of successful teaching experience. In addition, if specified English Learner support is to be provided, DISTRICT/ORGANIZATION shall document that Support personnel (e.g. mentor, principal, or other) also hold an English Learner Authorization in addition to the other requirements stated herein (CCTC Common Standard 3).
 - 5.6 DISTRICT/ORGANIZATION shall provide each Intern with a full range of teaching responsibilities indicative of a full-time teacher.
 - 5.7 DISTRICT/ORGANIZATION and BIOLA will cooperate regarding the provision and documentation of the minimum 144 hours of support and supervision, inclusive of 45 hours English Learner support per school year, adjusted as needed, for each Intern who does not have a current English Learner Authorization or passing score

on CTCL. BIOLA will provide support/mentoring documentation and monitor the process.

- 5.8 DISTRICT/ORGANIZATION shall work with BIOLA to provide evaluations of each Intern as required for credential decisions (CCTC Common Standards 2 & 5).
- 5.9 DISTRICT/ORGANIZATION has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester as needed.
- 5.10 BIOLA internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s) (Intern Precondition 8).
- 5.11 BIOLA shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and the DISTRICT/ORGANIZATION (CCTC Common Standard 2).
- 5.12 DISTRICT/ORGANIZATION certifies that Interns will not displace certificated employees in the DISTRICT/ORGANIZATION (Intern Precondition 10). DISTRICT/ORGANIZATION further certifies that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

CLINICAL AFFILIATION AGREEMENT – PRACTICUM

This Affiliation Agreement is entered into by and between La Habra City School District (“Training Site”) and Biola University, Inc. (“Biola”) for the purpose of students enrolled in Biola’s Rosemead School of Psychology (“Rosemead”) receiving clinical instruction and experience at Training Site (“Agreement”). The effective date of the Agreement shall be the date last signed by either Biola or Training Site below. Biola and Training Site shall be collectively referred to herein as the “Parties.”

The Parties hereto covenant and agree to the following:

1. STATUS OF RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood and agreed that this Agreement is neither intended nor shall be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Training Site and Biola, Rosemead or its students participating in clinical instruction at Training Site (“Students”).

2. STATUS OF STUDENTS AND RESPONSIBILITIES OF PARTIES

It is expressly agreed and understood by Biola and the Training Site that the Students are in attendance for educational purposes as explained in paragraph 2.1.3 herein; and such Students and any other employees or agents of the Training Site in any way involved in the activities at Training Site are not considered employees of Biola for any purpose whatsoever, including, but not limited to compensation for services, unemployment or employee benefit programs.

2.1 General Information

2.1.1 The course of instruction (clinical training program) shall cover a period of time mutually agreed upon between Rosemead and the Training Site.

2.1.2 Biola and the Training Site shall not unlawfully discriminate against any Students on the basis of race, color, ethnicity, gender, creed, age or disability.

2.1.3 Students are fulfilling specific requirements for clinical experiences as part of a degree requirement; therefore, Rosemead students shall not be considered employees of either Biola or the Training Site for purposes of payment of compensation for services, unemployment insurance, state disability insurance, employee benefit programs, or for any other purpose.

2.2 Responsibilities of Biola

2.2.1 Biola represents that it maintains liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for liability arising out of the activities of Biola and its Students. Biola agrees to maintain proof of professional liability coverage with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate per student for all activities to be performed under this Agreement. Biola shall provide workers’ compensation coverage for its Students. Appropriate documentation of such insurance shall be provided upon request by the Training Site.

2.2.2 Rosemead shall permit students to apply for clinical placements **only** upon satisfactory completion of the prerequisite didactic portion of the Rosemead curriculum. In addition, Rosemead shall ensure that Students who will have any contact with students/patients at the Training Site shall be free from active tuberculosis, as evidenced by the submission to an examination within the past year. Also, Students will not be placed in clinical experiences at the Training Site with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and received by the Training Site. Subsequent arrest records received by the Training Site will be cause for review of continued Student suitability. The Training Site will be the sole determiner of whether a Student will be removed from the clinical experience assignment.

2.2.3 Rosemead shall enforce rules and regulations governing Student conduct that are mutually agreed upon between Rosemead and the Training Site, including compliance with all policies as applicable, including, but not limited to confidentiality and a drug free workplace. Students shall maintain as confidential all patient records in accordance with all federal, state, and local laws and regulations.

2.3 Responsibilities of the Training Site

2.3.1 The Training Site agrees to abide by the field training guidelines established by Rosemead.

2.3.2 The Training Site shall designate individual(s) to be responsible for the educational and experiential supervision of the implementation of the Student's clinical experience.

2.3.3 The Training Site shall require a Student to render only those services within the Student's educational preparation and qualification and related to the objectives of Rosemead.

2.3.4 The Training Site shall notify Rosemead should any Student fail to abide by the Training Site rules and regulations, policy(ies) and procedure(s) and/or who does not meet Training Site's standards for safety, health, cooperation, or ethical behavior. Any pending investigation and/or proposed resolution of the matter shall occur in consultation with Rosemead.

2.3.5 The Training Site shall provide Rosemead with written evaluations of each Student's competencies at a minimum of every six months.

2.3.6 The Training Site shall, upon reasonable request, permit the inspection of the Training Site's facilities, the services available for the clinical experiences, Student records, and such other items pertaining to clinical training by Rosemead and/or by agencies charged with the responsibilities for accreditation of the curriculum. Notwithstanding the foregoing, it is understood that the Training Site shall comply with federal, state, and local laws, ordinances, and regulations regarding patient confidentiality.

2.3.7 The Training Site shall designate and identify to Rosemead the name and professional credentials of the person to be responsible for clinical training.

2.3.8 The Training Site agrees to notify Rosemead in writing of any change or proposed change of the training director.

2.3.9 The Training Site agrees to promptly and thoroughly investigate any complaint by any Student of unlawful discrimination or harassment at the Training Site or involving employees or agents of the Training Site, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify Rosemead of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

2.3.10 The Training Site agrees to maintain Commercial General Liability Insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 aggregate; Professional Liability Insurance with limits no less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and Worker Compensation Insurance as required by law for its own employees.

2.4 Responsibilities of the Student

Each Student shall be notified by Rosemead that he or she is responsible for:

2.4.1 Following the administrative policies, standards, and practices of the Training Site in effect when the Student is at the Training Site.

2.4.2 Conforming to the standards, policies, and practices established by Rosemead while at the Training Site, including those stated in the Biola University Catalog and Rosemead Student Handbook.

2.4.3 Maintaining confidentiality of any and all information concerning patients.

2.4.4 Providing the necessary and appropriate attire and supplies required of, but not provided by the Training Site.

2.4.5 Securing transportation to fulfill the requirements of the clinical training program.

3. TERM OF AGREEMENT/CANCELLATION/CHANGE IN PLACEMENT

This Agreement shall remain in effect for the period of time from July 1, 2022 to June 30, 2023. Either party may cancel this Agreement upon thirty (30) days' written notice; however, if the Training Site should exercise this option to cancel while a student is in training status, the Student shall be allowed to complete the pre-stipulated training program subject to early termination of the Student as set forth below. Termination or a change of a field placement of a Student during the year is unusual and will only be granted in exceptional cases. Examples of exceptional circumstances include the deterioration of the training program, a supervisor committing unethical acts, the Student not receiving sufficient clinical experience, and Student misconduct deemed unremediable and unrectifiable by both Training Site and Rosemead. A Student who wishes to change a placement must notify Rosemead's Director of Clinical Training ("DCT"). The DCT will consult with the Student's supervisor and appropriate Training Site administrators before a decision is made. The Student may not make any unilateral decisions regarding termination at a field placement.

A request for a change in placement initiated by the Training Site will be investigated by the DCT. It is the Training Site's right to terminate a Student for serious ethical/performance deficits. However, the Training Site will immediately contact the DCT to provide information, will document the difficulties in writing, and will consult on any pending dismissal of a Student from training.

4. HOLD HARMLESS CLAUSE

The Parties shall indemnify and hold each other (and the officers, directors, trustees, agents, employees, Students and representatives of each such party) harmless from any and all claims, actions, causes of action, losses, damages, or injuries to persons or property and all costs, expenses, and reasonable attorneys' fees incurred in connection therewith caused by or arising out of the negligent acts and/or omissions of the indemnifying party, its agents, representatives, employees, Students or, in the case of Training Site, its patients, in connection with its participation in this Agreement.

5. MISCELLANEOUS PROVISIONS

5.1 Modification

It is understood and agreed that the Parties herein may only revise, amend, or modify this Agreement by a signed, written statement by both of the Parties hereto.

5.2 Entire Agreement

The Parties agree that neither party has made any representation, warranty or covenant not fully set forth herein and that this Agreement supersedes all previous communication between the Parties hereto.

5.3 Binding Effect

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.4 Severability

In the event that any provision of this Agreement shall be deemed to be unenforceable for any reason, such shall not render the remainder of this Agreement unenforceable. Instead, the remaining terms and provisions of this Agreement shall be fully enforceable.

5.5 Authorization

The undersigned warrant that they are authorized to enter into this Agreement.

5.6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement has been executed by:

Biola University, Inc.:

Nancy A. Crawford, Psy.D.
Director of Clinical Training
Rosemead School of Psychology

Date

Breanna Klett
Director of Purchasing

Date

Training Site:

Cammie Nguyen, Ph.D.
Printed Name of Director or Supervisor

Credentials or Supervisor/License #

Signature of Director or Supervisor

Date

500 North Walnut, La Habra, CA 90631
Address

cnguyen@lahabraschools.org
Email Address

(562) 690-2305
Phone

(562) 689-0104
Fax



MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between La Habra City School District ("District") located in La Habra, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

- 1. Term.** The term of this agreement shall commence on _____ and terminate on _____. **(Three year agreement – May be renewed with consent of both parties)**
- 2. Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated expenses related to their field experience, the students do not thereby become employees of the

District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

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

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

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

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

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

University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING PRACTICUM

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

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

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

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients.

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

communication with the District.

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

SCHOOL COUNSELING FIELDWORK

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

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

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

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

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork.

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

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

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

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

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

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

SCHOOL COUNSELING INTERN

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

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

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

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

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

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

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

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

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

11. General Provisions.

- a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

DISTRICT

By: _____

Signature: _____

Name: Rev. Dr. Scott Ashmon

Printed Name: _____

Title: Senior Vice President and Provost

Title: _____

Date: _____

Date: _____

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612
Copy to:

Address: _____

General Counsel (ronald.vanblarcom@cu.edu)
MOU Coordinator (charlie.rodriques@cu.edu)



Whittier College

STUDENT TEACHING AGREEMENT

This agreement is made and entered into this 29th day of April by and between Whittier College, hereinafter called "the College" and the La Habra City School District, hereinafter called "the District."

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any District is authorized to enter into agreements with a State college, the University of California or any other university or college to provide teaching experience through practice teaching to students enrolled in teacher training curriculum of such institutions; and

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

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

1. A. The District shall provide teaching experience through student teaching in schools and classes of the District during the period of Fall 2022 through Spring 2024, hereafter referred to as the "School Year" for not to exceed the number of students of the College possessing a valid Certificate of Clearance and assigned by the College to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the College through their duly authorized representatives may agree upon.
- B. The District may refuse to accept for student teaching any student of the College assigned to student teaching in the District; and upon request of the District, the College shall terminate the assignment of any student of the College to student teaching in the District.
- C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of the District holding valid diplomas or credentials, issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided. The classroom teacher will be referred to hereinafter as a "Master Teacher."
2. A. The College will pay the Master Teacher directly for services required to be performed by the Master Teacher under this agreement at the rate of \$500 per semester. The amount will be paid directly to the teacher.

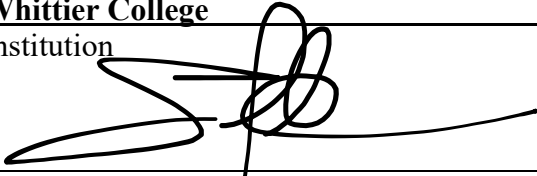
- B. "Semester of student teaching" as used herein and elsewhere in this agreement equals a minimum of four (4) hours of student teaching five (5) days each week for the sixteen week period. The student teacher should be on campus and follow the schedule of the master teacher. The number of student teachers assigned to the District shall not be more than the number agreed to by the district.
- C. The number of units of student teaching to be provided for each student of the college assigned to student teaching under this agreement shall be determined by the college.
- 3. A. An assignment of a student of the College to student teaching in schools or classes of the District shall be, at the discretion of the College, for approximately sixteen (16) weeks or 2 – 8 week assignments.
- B. In the event the assignment of a student of the College to student teaching is terminated by the College for any reason, except when termination is requested by the District without reasonable cause, the Master Teacher shall receive payment on account of such student as though there had been no termination of the assignment.
- 4. Students assigned by the College to student teaching in schools or classes of the District shall not be covered by the Worker's Compensation insurance policy provided by the district.
- 5. The College, agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in student teaching activities where said claim arises from the negligence or willful misconduct of the College.
- 6. The District, agrees to defend, indemnify and hold harmless the College, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, which may arise from personal or bodily injuries, property damage or otherwise, occasioned by participation in the District's student teaching program where said claim arises from the negligence or willful misconduct of the District.

IN WITNESS WHEREOF, Whittier College and the Governing Board of the District have caused this agreement to be signed by authorized representatives in their behalf the day and year first above written.

Honorarium to Master Teacher: The College shall pay cooperating teachers directly.

Whittier College

Institution



sal johnston, Authorizing Signature

Vice President for Academic Affairs & Dean
of Faculty

Title

4/26/22

Date

La Habra City School District

District

Authorizing Signature

Title

Date



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / BUSINESS SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Conduct food safety, sanitation training, and administer ServSafe exam to Nutrition Services lead staff	District	7/1/2022	6/30/2023	Food Safety Systems	\$22,400.00	Nutrition Services

RATIFICATION

Agreement to provide an Emergency Operations Plan and Crisis Communications Training	District	3/1/2022	6/30/2022	Knowledge Saves Lives, Inc.	\$28,320.00	Esser III
Unarmed Uniformed Security Officer On Campus	Imperial	4/4/2022	6/30/2022	S&L Security	\$25 per hour	Unrestricted
Agreement to provide School Employees With Virtual Lockdown Training	District	4/25/2022	6/30/2022	Knowledge Saves Lives, Inc.	\$6,995.00	Esser III

Board Approved: May 12, 2022

Warrant Reports: April 14, 2022 – April 26, 2022

Approve warrants numbered 30-089395 through 30-089502
For the amount of \$694,137.29 as presented.

0101	General fund	\$269,436.40
1212	Child Development	\$32.00
1313	Nutrition Services	594.68
2129	Building Fd GO Bond S-2012E	\$421,951.71
2525	Capital Facilities	<u>\$2,122.50</u>
TOTAL		\$694,137.29



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Bernier Refrigeration Generations	Labor and materials to furnish and install an outdoor condensing unit and evaporator for the walk-in refrigerator	Washington	\$17,200.00
Bill's Hydroseed	Labor and materials to hydroseed 6,000 square feet	Las Positas	\$1,175.00
Century Paving	Labor and materials to remove and replace truncated domes	Arbolita	\$2,500.00
Dave Bang Associates	Labor and materials to demo and remove existing playground equipment and rubber surfacing	El Cerrito	\$6,355.00
Dave Bang Associates	Labor and materials to remove existing concrete, replace with two concrete ramps, and walkway to playground	El Cerrito	\$18,050.00
Golden Coast Construction	Labor and materials to remodel copy room and storage closet	District Office	\$14,300.00
Golden Coast Construction	Labor and materials for cabinet modifications in rooms 401 and 406	El Cerrito	\$3,200.00
KYA Services	Labor and materials to remove existing carpet, prep floors and install new carpet in room 302	Washington	\$9,856.34
Rivera Painting Plus	Labor and materials to prep, prime and paint the metal roofing	Las Lomas	\$29,950.00
Weatherproofing Technologies	Labor and materials for roof repairs and preventative maintenance	Various	\$13,860.00
Williams Tree Service	Labor and materials to trim various trees	Arbolita	\$6,150.00
Williams Tree Service	Labor and materials to trim trees and remove two dead trees	Las Lomas	\$7,700.00
Wolverine Fence	Labor and materials to furnish and install a mesh shade for the elevator and replace swing gate	Las Positas, Walnut	\$4,580.00

Board Approved: May 12, 2022

La Habra City School District

To: Board of Trustees
From: David H. Soto, Chief Technology Officer/PIO
Date: May 12, 2022
CC: Superintendent
Re: Surplus Equipment

Background:

The District's inventory of electronic materials, such as computers (both student and administrative) and related equipment, is periodically replaced based on the age and/or condition of the equipment. A list of the equipment that is no longer usable is presented to the Board for approval to be declared as surplus electronic waste (e-waste). The disposal of e-waste materials must be accomplished in accordance with all local, state, federal laws; EPA guidelines; and with the assurance that sensitive data is not inadvertently compromised in the process. The Technology Department is recommending the following obsolete/unusable equipment for disposal:

Equipment Type	Total	Equipment Type	Total
iPad Air	437	LJ Printer	4
Computer Monitor	39	DVD Player	3
Dell Optiplex 780	37	Dell Chromebook	2
Dell Laptop	30	Apple TV	2
Television	14	Cisco Phone	1
HP Printer	10	Hotspot	1
Dell Desktop	10		

Rationale:

The Board of Trustees must declare the above items as surplus so that the Technology Department can schedule a state approved e-waste disposal company to pick up the items for recycling and proper disposal.

Recommended Action:

Trustees are recommended to take action in declaring this equipment as surplus for disposal.

Financial Implications, if any:

None.

**La Habra City School District
Memberships**

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
Association of California School Administrators	2021 - 2022	\$1,000.00	Board of Trustees, Superintendent	R30P0612	0101-0000-0-5800-0000-7100-340-00000000
Association of Supervision & Curriculum Development	12/1/21 - 11/30/22	\$96.34	Alma Noche	R30P1261	0101-0152-0-5300-1110-1000-090-00000123
California Association of School Business Officials	2021 - 2022	\$3,500.00	Organizational Membership	R30P0004	0101-0000-0-5300-0000-7300-4000-00000000
Pesticide Applicators Professional Association	2022	\$100.00	Bert Cota, Ken Powers, Leandro Ascencio	R30P0990	0101-0000-0-5300-000-8200-450-00000000

La Habra City School District

To: Board of Trustees

From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Mario A. Carlos, Ed.D., Associate Superintendent of Human Resources

Date: May 12, 2022

CC: Superintendent

Re: Separations

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
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CLASSIFIED

Garcia, Emily Student Supervisor El Cerrito	12/4/2015	Resigned	4/29/2022
Gutierrez, Alysea Inclusion Asst Walnut	8/12/2015	Resigned	3/10/2022
Vazquez, Alma Student Supervisor Las Lomas	3/28/2022	Did not pass probation	4/20/2022

CERTIFICATED

Adair, Cara Education Specialist Walnut School	6/28/2010	Resigned	6/2/2022
Barone, Michael PE Teacher District Office	8/10/2021	Resigned	6/2/2022
Tobalina, Amie District Nurse District Office	9/13/2021	Resigned	6/2/2022

Board Approved: May 12, 2022

La Habra City School District

To: Board of Trustees

From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Mario A. Carlos, Ed.D., Associate Superintendent of Human Resources

Date: May 12, 2022

CC: Superintendent

Re: Ratification of New Employees

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CLASSIFIED

**Arballo, Stephanie MTSS Asst Arbolita	Probationary	19-6	\$23.26/hour	4/4/2022
Argomaniz, David Part-time (Evening) Custodian District Office	Probationary	25-1	\$21.10/hour	3/30/2022
*Baez, Johanna MTSS Asst El Cerrito	Probationary	19-6	\$23.26/hour	4/4/2022
*Bunyard, Donielle MTSS Asst Sierra Vista	Probationary	19-4	\$21.10/hour	4/4/2022
**Calderon, Paul (Evening) Custodian Las Lomas/WMS	Probationary	25-5	\$4,522/month	4/11/2022
Covarrubias, Mireya Student Supervisor Las Positas	Probationary	Student Supervisor	\$15.00/hour	4/18/2022
Figueroa, Mario Info Services Tech I IMS	Probationary	25-1	\$21.10/hour	4/6/2022
*Gonzalez-Figueroa, Melissa MTSS Asst Walnut	Probationary	19-4	\$21.10/hour	4/4/2022
Ledezma Jimenez, Paola Extended Care Worker Las Positas	Probationary	4-1	\$15.00/hour	4/18/2022

La Habra City School District

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CLASSIFIED (continued)

Negrete Rojas, Laysa Extended Care Worker Las Positas	Probationary	4-1	\$15.00/hour	4/18/2022
*Perez, Claudia Inclusion Asst Walnut	Probationary	21-1	\$19.11/hour	4/18/2022
**Tagle, Jennifer MTSS Asst Las Lomas	Probationary	19-6	\$23.26/hour	4/4/2022
*Uribe, Veronica MTSS Asst Las Positas	Probationary	19-6 + 8 yrs longevity	\$23.72/hour	4/4/2022
Vazquez, Alma Student Supervisor Las Lomas	Probationary	Student Supervisor	\$15.00/hour	3/28/2022

*Promoted from another position

**Voluntary demotion

CONFIDENTIAL

*Lopez, Jami Program Budget Analyst District Office	Probationary	53-2	\$5,464/month	4/18/2022
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CERTIFICATED

***Alvarado, Elisabeth Speech and Lang Specialist District Office	Probationary 2	II-2	\$66,726/year	8/9/2022
***Do, Thien School Counselor District Office	Probationary 2	III-2	\$71,218/year	8/9/2022
***Garcia, Christina Speech and Lang Specialist District Office	Probationary 2	III-2	\$74,067/year	8/9/2022

La Habra City School District

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
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CERTIFICATED (continued)

***Rolon, Emily School Counselor Walnut	Probationary 2	II-2	\$64,161/year	8/9/2022
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***Temporary Contract for the 2021-2022 school year

Board Approved: May 12, 2022

La Habra City School District

To: Board of Trustees
From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Date: May 12, 2022
CC: Superintendent
Re: Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Martinez Reyes, Ivan (Evening) Custodian Sierra Vista	Location	Las Lomas/Washington	Sierra Vista
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Board Approved: May 12, 2022

Tentative Agreement
Between The
La Habra City School District
And
La Habra Education Association

Article 8: Leaves of Absence

Section 13: Catastrophic Leave – 13.6 The annual period for donating sick leave credits shall be July 1 through October 1 of each school year. Unit members employed by the District after October 1 may donate to the Catastrophic Leave Reserve within the first thirty (30) calendar days of employment. Except in cases where new employee contributions within the first thirty (30) days of initial employment may result in a higher balance the Catastrophic Leave Reserve shall not be allowed to accumulate above the equivalent of one (1) day per total number of unit members.

Article 9: Salary

Section 3: Extra Days – Counselors and Nurses – Unit members who work outside of the regular school year (more than the 186 days) will be paid at their per diem rate of pay.

Regular Ed. Combination Class Teachers will receive a stipend (\$1672) beginning with the 21-22 school year.

Article 11: Work Hours

7.7 Counselors will work 196 days with the ten (10) extra days paid at the member's per diem rate of pay.

7.8 Nurses will work 191 days with the five (5) extra days paid at the member's per diem rate of pay.

7.9 For the 2021-2022 school year, Regular Education Combination Class Teachers will receive two (2) curriculum development days.

Beginning with the 2022-2023 school year, Regular Education Combination Class Teachers will receive four (4) curriculum development days; two (2) before the beginning of the school year, and two (2) during the school year.

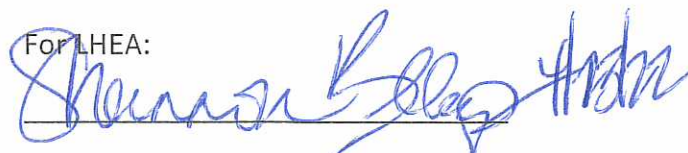
For the District:

 4/13/22

Mario A. Carlos

Date

For LHEA:



Shannon Belknap

Date

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent, Education Services
Date: May 12, 2022
CC: Superintendent
Re: Selection of Transitional Kindergarten through Fifth Grade Science Materials

Background:

The Science Adoption Pilot Committee consisting of 16 teachers from all elementary school sites began the process of selecting materials aligned to the Next Generation Science Standards (NGSS) in the Fall of 2021. With the support and training from NGSS experts from Orange County Department of Education, the committee paper screened all the materials recommended on the State Adopted list, then thoroughly pre-screened materials from four publishers. Finally, using a District created lens of our priorities, the committee narrowed down and selected two publishers to pilot.

TWIG Science
HMH Science Dimensions

Committee members had the opportunity to pilot each program at their specific grade level for a period of approximately six weeks beginning in January of 2022. During each pilot, the teachers collected evidence on an agreed upon evaluation tool and met together to debrief each pilot experience.

On April 27, the pilot committee met to discuss each pilot, examine the collected evidence and build consensus. Teachers discussed the quantitative results from the two evaluation tools and shared their qualitative input from their students' experiences with each pilot.

Rationale:

After careful deliberation, the TK-5 Science Adoption Committee selected TWIG Science for Arbolita, El Cerrito, Las Lomas, Las Positas, Sierra Vista and Walnut. The decision for Ladera Palma will be delayed to allow the Dual Immersion teachers to pilot one additional publisher before making their final selection. The TWIG materials are available for public inspection at the District Office. The committee will recommend the Board of Trustees adopt TWIG at the June 8 Board meeting.

Recommended Action:

Information Only.

Financial Implications, if any:

None.

La Habra City School District

To: Board of Trustees
From: Marcie Graves Poole, Ed.D., Director, Special Programs and Assessments
Date: May 12, 2022
CC: Superintendent
Re: Williams Settlement Legislation - Addendum Report

Background:

La Habra City School District received the Williams Settlement Legislation 2021-22 Annual Report in September 2021. That report included aggregate findings in the areas of the sufficiency of textbooks and instructional materials, maintenance of the areas of the sufficiency of facilities, and accuracy of the data reported on the School Accountability Report Cards (SARC). At that time, the Teacher Assignment Monitoring data was not available. The CCTC has since provided the data through the California Statewide Assignment Accountability System (CalSAAS).

Rationale:

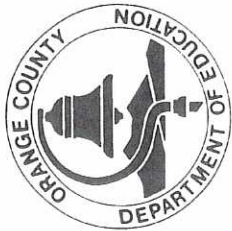
California Education Code Section 1240(2) (H) requires this report to be provided to the Board of Trustees at a regularly scheduled meeting held in accordance with public notification requirements.

Recommended Action:

No action is required.

Financial Implications, if any:

None.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
La Habra City School District
2020-21**

TEACHER ASSIGNMENT MONITORING

The following data is from the California Statewide Assignment Accountability System (CalSAAS) summary of findings school level reports developed by the California Commission on Teacher Credentialing.

School	Teacher Misassignments ¹	Number of Misassignments Corrected	Teacher Vacancies ²
Ladera Palma Elementary	0	0	0
Walnut Elementary	0	0	0

Respectfully submitted,


Nicole Savio Newfield

Administrator, Student Achievement and Wellness

3/15/22
Date

¹ "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold [Education Code 35186(h)(2)].

² "Teacher vacancy" means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester [Education Code 35186(h)(3)].

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent, Education Services
Date: May 12, 2022
CC: Superintendent
Re: Contract with City of La Habra for Summer Enrichment

Background:

LHCSD is offering core and enrichment classes at each site in the Summer BRIDGE program. The City of La Habra, through their Parks and Recreation division, is offering their services to support enrichment for the 2022 Summer BRIDGE program.

Rationale:

At some schools, LHCSD staff will provide the enrichment, while other schools will need to contract out for services.

Recommended Action:

It is recommended that the Board of Trustees review and approve the contract with the City of La Habra.

Financial Implications, if any:

Expanded Learning Opportunities Program (ELOP) funds will be used up to \$75,000.

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent, Education Services
Date: May 2, 2022
CC: Superintendent
Re: Quality Start OC Quality Rating and Improvement System (QRIS) Agreement

Background:

Orange County Department of Education (OCDE) operates and maintains the QRIS program referred to as Quality Start OC. Under the Child Care and Development Services Act, QRIS is a locally determined system for continuous quality improvement that monitors and evaluates the impact on child outcomes and disseminates information to the public about program quality.

Rationale:

The purpose of this agreement is to facilitate the collaboration, access and services between LHCS and the Children and Families Commission of Orange County to implement the Orange County QRIS program and satisfy grant requirements.

Recommended Action:

It is recommended that the Board of Trustees review and approve the agreement.

Financial Implications, if any:

None. If approved, Las Lomas and El Cerrito will receive \$1,000 each as an incentive for participation.

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent, Education Services
Date: May 12, 2022
CC: Superintendent
Re: New Job Description - Program Specialist, Multilingual Support

Background:

Under the direction of the Assistant Superintendent, Educational Services, the Multilingual Program Specialist will research, develop, coordinate, implement and assess La Habra City School District's English Language Learners (ELL) Program and Dual Immersion (DI) Program in accordance with State and Federal mandates and district, school, and curriculum needs.

Rationale:

Data related to English Learners in LHCSd highlights the need for an administrator to focus on supporting the districtwide ELL Program, including school sites, teachers and administrators with English Language Development (ELD). There is also a need to provide administrative support for the DI Program related to student achievement, program implementation, and communication with families. The Multilingual Program Specialist will provide support for curriculum development planning; provide technical, specialized, consultative, advisory and planning services in the assigned instructional area; provide direction and leadership to interpret data in the development and implementation of plans for LHCSd's English Language Learners Program and the Dual Immersion Program.

Recommended Action:

It is recommended that the Board of Trustees review and approve the job description.

Financial Implications, if any:

This position will be primarily categorically funded with minimal contribution from the general fund.



The La Habra City School District announces the establishment of a new administrative position.

PROGRAM SPECIALIST, EDUCATIONAL SERVICES - MULTILINGUAL SERVICES

Administrative Salary Schedule – 215 days

Definition

Under the direction of the Assistant Superintendent, Educational Services, researches, develops, coordinates, implements and assesses English learners and LHCSO Dual Immersion Program in accordance with State and Federal mandates and district/school/curriculum needs; provides support for curriculum and school development planning; provides technical, specialized, consultative, advisory and planning services in the assigned instructional area; provides direction and leadership to interpret data in the development and implementation of plans for LHCSO English Language Learner (ELL) program and the TK-8 Dual Immersion (DI) Program.

Typical Tasks: English Language Learners Program

- Provides technical assistance to district and school teams in designing, planning, and delivering professional development for teachers and administrators in the ELL program and professional development to support instruction to meet the English Language Development (ELD) Standards and the California ELA/ELD Curriculum Framework.
- Collaborate with Educational Services staff to provide leadership for the development, implementation, and evaluation of instructional and intervention programs related to ELLs.
- Identifies opportunities to support teachers and administrators by aligning the Common Core State Standards and the California English Language Development Standards.
- Support teachers to create designated ELD instructional blocks to develop students' English language proficiency.
- Work with the District Technology Coach to incorporate ELD standards connected to technology learning opportunities.
- Collaborate with district and site family support staff (ie. Community Liaisons) to create parent education workshops pertaining to English Learner programs and resources.
- Operate a variety of data software programs for ELL students and ELL programs.
- Attend and conduct a variety of meetings as assigned.
- Performs other duties as assigned and as consistent with the scope and intent of the position.

Typical Tasks: Dual Immersion Program

- Coordinate with feeder elementary/middle school administrators to support the articulation of program design and curriculum across the TK-8 Dual Immersion programs.
- Communicate with school and district administrators to advocate for the needs of the DI program and linguistically and culturally diverse students.
- Organize ongoing professional development activities, coach DI program teachers, and mentor new DI staff.

- Work with instructional coaches and other leaders to coach teachers in specific areas relevant to their individual professional development plans and to targeted professional development initiatives.
- Working with site administrators to maintain a DI reference library for staff to borrow relevant publications.
- Participate in curriculum review and materials adoption committees in the school and district.
- Work with teachers to monitor curriculum and student needs and to articulate curriculum within and across grade levels.
- Ensure that school-wide facilities (library, computer lab) have adequate, up-to-date materials in the partner language.
- Ensure that teachers understand how to interpret and use data for instructional and program planning.
- Assist school and district staff to communicate frequently with parents to update them on DI program activities, identify community resources, and help families support their students' academic growth.

Minimum Qualifications

Education and Experience:

- Minimum three years of experience working in a related field and experience providing professional learning in ELA/ELD
- Must possess or be eligible for the California Administrative Services credential
- EL authorization required; Bilingual or BCLAD authorization required (or eligible to attain authorization)
- Experience working with Emergent Bilingual and Multilingual; experience with assessment and evaluation procedures for Bilingual-Biliterate (English/Spanish) multilingual students
- Bilingual/biliterate in Spanish
- Experience in providing support to school sites and/or districts

Knowledge of:

- State and federal initiatives related to multilingual learners
- Demonstrates a working knowledge of the District LCAP and Site Single Plans For Student Achievement (SPSA)
- Related Federal Program Monitoring (FPM) requirements related to multilingual programs and students
- Program evaluation and data collection
- Certificated and classified contractual policies
- Guiding Principles of Dual Language Education
- ELA/ELD Framework, CCSS ELA and ELD standards, Dual Immersion & EL programs, and program implementation
- State assessments: CAASPP and ELPAC, etc.
- ELA/ELD pedagogy and proven methods of developing literacy and increasing academic achievement among English learners and students with special needs in all educational settings
- Effective communication/staff development presentations skills
- Assigned software, including student information systems and data management systems

Ability to:

- Work independently with little direction
- Plan and organize direction for both English Learners services and Dual Immersion Program activities
- Interpret, apply and explain rules, regulations, policies, and procedures related to the EL program and Dual Immersion Program
- Establish and maintain cooperative and effective working relationships with others
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines
- Plan and organize professional development
- Prepare comprehensive narrative and statistical reports
- Analyze situations accurately and adopt an effective course of action
- Work at a desk, conference table, or in meetings of various configurations
- Circulate for extended periods of time
- Be flexible based on program needs
- Write comprehensive reports
- Present information through meetings, telephone, and written communications
- Analyze data to communicate so others will be able to clearly understand programs
- Work across grade levels
- Demonstrate effective instructional, organizational, and administrative leadership
- Analyze problems, identify potential solutions, and make appropriate and effective decisions
- Work in a diverse socio-economic and multicultural community

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. These physical standards are generic in nature and tasks may vary depending on school site or specialized department assignment.

Working Conditions

While performing the duties of this position, employees are regularly required to stand, talk, listen, watch, sit, reach, bend and walk, and offer assistance to students and adults. The noise level of this job is generally moderate. Employees may be exposed to childhood disease and anti-social behaviors.

Physical Demands

Ability to lift up to 50 pounds without assistance. Dexterity of hands and fingers to work with students. Standing or sitting for an extended period of time. Bending at the waist, kneeling, and crouching. Reaching overhead, above the shoulders and horizontally to work with and assist parents and students. Hearing and speaking to exchange information. Seeing to read materials and assist students.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed.

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent, Education Services
Date: May 3, 2022
CC: Superintendent
Re: Universal PreKindergarten Committee Board Appointment

Background:

California is expanding access to Universal PreKindergarten (UPK) to all four year olds through a phase-in model over the next four years. The District will develop a UPK plan and needs to convene a workgroup to support this process.

Rationale:

The UPK working committee will meet twice before the end of the 2021-22 school year and continue to meet as needed in 2022-23. Along with certificated and classified staff and family members, we need to appoint a trustee to serve on this committee.

Recommended Action:

It is recommended that the Board of Trustees select a UPK committee member and an alternate.

Financial Implications, if any:

None.

La Habra City School District

To: Board of Trustees
From: Manuel Tafoya, Supervisor Purchasing and Stores
Date: May 12, 2022
CC: Superintendent
Re: Authorization to Participate in a Piggyback Bid for Classroom and Office Supplies and Furniture

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The bid awards listed below provides competitive pricing and has been made available for school districts to use.

Rationale:

The District has a continuous need for supplies and furniture for classrooms and offices. The District would benefit from the pricing available on the piggyback bids listed below.

Rialto Unified School District

Bid# 19-20-011 Office & Classroom Supply Bid

Awarded to Southwest School & Office Supply

Awarded on 06/10/2020 for the time period 07/01/2020 – 06/30/2023

Torrance Unified School District

Bid# 10-04.09.19 Classroom & Office Furniture

Awarded to McDowell-Craig & Culver-Newlin

Awarded on 05/06/2019 for the time period 05/06/2019 – 05/05/2020, second awarded extension on 02/16/2021 for the time period 05/06/21 – 05/05/22 and may be extended for three additional one year increments

San Bernardino County Superintendent of Schools

Bid# 19/20-1273 Furniture: Systems and Stand Alone

Awarded to Culver-Newlin

Awarded on 06/12/2020 for the time period 07/01/2020 – 06/30/2021, second awarded extension on 04/26/2021 for the time period 07/01/21 – 06/30/22 and may be extended for one additional year

Recommended Action:

It is recommended that the Board find that it is in the best financial and timely interest of the La Habra City School District to purchase on an as needed basis utilizing the listed bids inclusive of future contract renewal options.

Financial Implications, if any:

This is not a request for any additional budgetary appropriation.

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: May 12, 2022
CC: Superintendent
Re: Authorization to Participate in Piggyback Bid for Dairy Products

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The Hesperia Unified School District has extended RFP No. 2-008 Nutrition Services-Dairy Products to Driftwood Dairy for the 2022-23 school year. The original term of the contract is July 1, 2021 through June 30, 2022, in accordance with Public Contract Code, the contract may be extended for an additional two (2) one-year periods. This provides the District the opportunity to exercise the piggyback option of RFP No. 2-008 Nutrition Services-Dairy Products.

Rationale:

The National School Lunch, School Breakfast and After School Snack Program requires the offering of fluid milk with each meal to students when participating in the above programs. Nutrition Services has utilized this piggyback option in the past and recommends Driftwood Dairy distribute dairy products to our school kitchens.

Recommended Action:

It is recommended the Board of Trustees approve participation in Hesperia Unified School District RFP No. 2-008 Nutrition Services-Dairy Products for the 2022-23 school year. Effective dates are July 1, 2022 through June 30, 2023.

Financial Implications, if any:

It is estimated that the 2022-23 annual purchase of Dairy Products will be \$240,000. Funds are available in the Cafeteria Fund account.

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent of Business Services
Date: May 12, 2022
CC: Superintendent
Re: Establishment of Committed Ending Fund Balance

Background:

Senate Bill (SB) 751, (Chapter 6742), states that unless the school district is granted an exemption, the local educational agency (LEA) will have a 10% reserve cap limit for assigned and unassigned ending fund balances if certain criteria are met.

The limitation is applicable in a fiscal year immediately after a fiscal year in which the amount of moneys in the Public School System Stabilization Account is equal to or exceeds 3% of the combined total of General Fund revenues appropriated for school districts and allocated local proceeds of taxes, as specified, for that fiscal year.

This criterion has been met this fiscal year, 2021-22, triggering a reserve cap commitment by the La Habra City School District.

Rationale:

Fiscal solvency remains a priority for the District and Board of Education. Industry best practice recommends having reserve levels of 15% to 17%; these percentages are approximately two months of operational costs for the District.

Recommended Action:

The District is recommending the Board of Education adopt Resolution #5-2022 to maintain adequate reserve levels of 15% to 17%.

In order to conform with State Board of Education pursuant to Education Code section 33127; the La Habra City School District will establish a committed fund balance of 12% to 14% of total expenditures, so that combining the committed funds with the State mandated 3% reserve will equal a range of 15% to 17% reserve.

Financial Implications, if any:

None.

La Habra City School District
RESOLUTION 5-2022
FUND BALANCE COMMITMENT

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, The governing board of the La Habra City School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately a 17 percent reserve to mitigate revenue short falls and unanticipated expenditures;

WHEREAS, the governing board of the La Habra City School District wishes to commit funds in the general fund for {e.g. emergency facility repairs, major textbook adoptions, unexpected costs, management of cash flow, mitigation of volatility in funding or expenditures, unexpected costs for special education students with highly specialized needs, emergency facility repairs related to a leaky roof, malfunctioning fire system or gas leak, a natural disaster that reduces student attendance and associated state funding, deferred maintenance, or a lawsuit that results in a costly judgment or settlement against the district.};

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as health care benefits or pension costs can be difficult to predict precisely;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending and other parts of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school

attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, the district needs to finance the construction of school buildings and other capital projects and cannot rely completely on bond measures or state funding;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS;

1. It is hereby determined that the Governing Board of La Habra City School District will commit the dollar amount necessary to maintain a District standard reserve level of 15% to 17%. This will require a commitment of 12% to 14% above the State Mandated 3% Reserve.
2. The Governing Board of the La Habra City School District, reserves the right to modify this committed reserve in the future as the need arises.

PASSED AND ADOPTED by the Governing Board on May 12, 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Cynthia Aguirre

Board of Education

Clerk, Ofelia Hanson

Board of Education