



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

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

Thursday, August 11, 2022 06:00 PM

5:00 p.m. - Closed Session

6:00 p.m. – Call to Order/Regular Meeting
(Meetings are recorded for use in official minutes)

1. Formal Call to Order

Start time: 05:00 PM

2. Adjourn to Closed Session

3. Closed Session

- a. Public Employees/Appointment/Assignment/Promotion/
Discipline/Dismissal/Release/Other Personnel Matters
Government Code Sections 54954.5(d), 54957
- b. Pending Litigation
Government Code 54956.9(d)(2)
- c. Conference with Labor Negotiators District Representative(s):
Dr. Mario Carlos, Superintendent
Employee Organization(s): California School Employees Association (CSEA)
and its Chapter #135
Government Code Sections 54954.5(f), 54957.6

4. Second Call to Order

Start time: 06:00 PM

- Welcome
- Pledge of Allegiance

5. Report from Closed Session

6. Action Item: Adoption of Agenda

(Action)

Motion_____

Second_____

Board Action_____

7. Action Item: Approval of Minutes of the Regular Meeting of June 23, 2022

(Action)

Motion_____

Second_____

Board Action_____

8. Correspondence: Clerk of the Board

9. Public Interest

- Summer School Recap

10. 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.

11. 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 \(p. 9\)](#)

3. Memberships

[Memberships \(p. 10\)](#)

4. University Agreements

[Western Governors University \(p. 11\)](#)

[University Redlands \(p. 16\)](#)

[CSU Dominguez Hills \(p. 22\)](#)

[Cal Poly Pomona \(p. 27\)](#)

[Azusa Pacific \(p. 41\)](#)

b. BUSINESS SERVICES

(Consent Agenda)

1. Contract Reports - Business Services

[Business Services \(p. 56\)](#)

2. Expenditures Report

[Expenditures \(p. 57\)](#)

3. Field Contracts

[Field Contracts \(p. 58\)](#)

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

[Separations \(p. 60\)](#)

[New Hires \(p. 61\)](#)

2. Change of Status

[Change of Status \(p. 64\)](#)

12. GENERAL MATTERS

a. Public Hearing: CSEA Initial Successor Contract Proposal

(Information)

The Board of Trustees will hold a public hearing to receive public comment on the Initial Successor Contract Proposal to the District by the California School Employees Association and its Chapter 135 per the attachment.

[CSEA's Initial Successor Contract Proposal \(p. 67\)](#)

b. Action Item: Approval of 2022-2025 District's Initial Successor Contract Proposal to CSEA

(Action)

It is recommended the Board of Trustees adopt the attached Successor Contract Proposal to the California School Employees Association and its Chapter 135.

Motion_____ Second_____ Board Action_____

[District's Initial Successor Contract Proposal to CSEA \(p. 69\)](#)

c. Information Item: First Reading of Select Board Policy

(Information)

Trustees will review a first reading of new/revised Board Policy (BP) per California School Board Association recommended for BP 3515 - Campus Security.

[BP 3515 Memo - 1st Reading \(p. 70\)](#)

[BP 3515 - Campus Security \(p. 71\)](#)

13. INSTRUCTION AND PERSONNEL

a. Action Item: Approve Continuance of Temporary Increase in Substitute Teacher Rate of Pay

(Action)

Trustees are requested to approve the temporary increase in the daily and long-term substitute teacher rates of pay. (Rates will return to pre-pandemic rates in January, 2023.)

Motion_____ Second_____ Board Action_____

[Temp Sub Rate Increase - Board Memo \(p. 73\)](#)

b. Action Item: Approve the Revised Salary Schedule for Administrative and Classified Confidential Employees

(Action)

Trustees are requested to approve the revised salary schedule for Administrative and Classified Confidential employees.

Motion_____ Second_____ Board Action_____

14. BUSINESS MATTERS

- a. **Action Item: Approval to “Piggyback” on Bid Award RFP 2021-04 Food Services Paper Products and Cleaning Supplies** (Action)

Trustees are requested to approve the piggyback on Bid Award RFP 2021-04 Food Services Paper Products and Cleaning Supplies.

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

[Paper Supply Memo \(p. 77\)](#)

- b. **Action Item: Approval of Genesis Floor Covering Inc. for Flooring Materials and Related Services** (Action)

Trustees are requested to approve the listed California Multiple Award Schedules contracts, inclusive of future contract renewals.

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

[Genesis Floor Covering CMAS Memo \(p. 78\)](#)

- c. **Action Item: Approve Resolution #10-2022 - Adopted Budget 2022-23 Revision of Fund Balance Commitment** (Action)

Trustees are requested to approve Resolution #10-2022 for the Fund Balance Commitment.

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

[Resolution 10-2022 - Fund Balance Memo \(p. 79\)](#)

[Fund Balance Resolution \(p. 80\)](#)

[Adopted Budget Fund Balance Component Revision \(p. 82\)](#)

- d. **Action Item: Approval of Resolution #11-2022 - Vendor Claims/Orders** (Action)

Trustees are requested to approve Resolution #11-2022 for vendor claims/orders.

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

[Resolution 11-2022 Memo \(p. 83\)](#)

[Vendor Claims Resolution \(p. 84\)](#)

- e. **Action Item: 45-Day Budget Revision 2022-23** (Action)

Trustees are requested to approve the projected increases to revenues and expenditures.

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

[45-Day Budget Revision Memo \(p. 85\)](#)

[Cover for 45-Day Revision \(p. 86\)](#)

15. Board/Superintendent Comments:

16. Adjournment

Motion_____

Second_____

Board Action_____

17. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for September 8 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 an Associate Marriage and Family Therapist (AMFT) to the District's COMPASS program	District	8/15/2022	6/1/2023	Congruent Lives	\$81,450.00	Special Education
Addendum to Staffing Services Agreement with CareerStaff Unlimited to continue to provide a nurse to the District	District	9/12/2022	6/30/2023	CareerStaff Unlimited	\$101,360.00	Esser III
Renewal of PBIS Apps for SWIS Suite annual licenses	District	9/1/2022	8/31/2023	University of Oregon	\$2,800.00	Title I; S & C
Renewal of Unique Learning System, News2You, and SymbolStix PRIME annual licenses	District	8/14/2022	8/13/2023	n2y	\$7,416.39	Special Education
Walk Through California, Ancient World and American Revolution presentations	Las Positas, Walnut	11/18/2022	4/7/2023	California Weekly Explorer	\$4,394.97	S & C

RATIFICATION

Staffing Services Agreement to provide an occupational therapist to the District to provide occupational therapy services per students' IEPs during Extended School Year	District	6/13/2022	6/30/2022	Sea Change Therapy	\$2,040.00	Special Education
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Board Approved: August 11, 2022



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
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RATIFICATION

Agreement to work in partnership to provide consultation and training for staff/students on social-emotional/behavioral strategies	District	7/1/2022	6/30/2023	City of La Habra Child Development	N/A	N/A
Addendum to Staffing Services Agreement with CareerStaff Unlimited to continue to provide an occupational therapist to the District	District	8/9/2022	6/30/2023	CareerStaff Unlimited	\$113,960.00	Special Education
Addendum to Staffing Services Agreement with CareerStaff Unlimited to continue to provide a physical therapist to the District	District	8/9/2022	6/30/2023	CareerStaff Unlimited	\$45,276.00	Special Education
Agreement to provide professional multilingual translation/interpretation services for the 2022-2023 school year	District	7/1/2022	6/30/2023	Language Network	\$9,000.00	Special Education
Staffing Services Agreement with Mediscan to continue to provide an occupational therapist to the District	District	8/9/2022	6/1/2023	New Mediscan II, LLC dba Cross Country Education	\$116,920.00	Special Education
Addendum to agreement to provide Piano Instruction - Lang Lang Foundation	Las Lomas	8/16/2021	6/30/2022	Pamela Irwin	\$580.00	S & C

Board Approved: August 11, 2022



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
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RATIFICATION

Agreement to provide professional development and consulting services for language arts	Arbolita	7/1/2022	5/31/2023	Kelly Singer Morrow	\$14,000.00	Title I
Agreement to pilot curriculum in two special education classes during Extended School Year (ESY)	El Cerrito	6/6/2022	6/30/2022	Let's Go Learn	N/A	Special Education
Agreement to provide professional development for teachers and staff for the Dual Language Immersion Program	District	7/8/2022	6/30/2023	California Association for Bilingual Education	\$21,000.00	S & C
Agreement to support educators to strengthen their practice and potential with job-embedded training, consulting services, and coaching	District	7/1/2022	6/30/2023	CollaborativeEdu	\$150,000.00	Expanded Learning Opportunity Grant
Amendment to agreement to provide additional licenses and instruction in core courses for elementary students	District	7/1/2022	6/30/2023	Imagine Learning	\$48,850.00	Expanded Learning Opportunity Grant
Agreement to provide a web-based navigation system to assist the District in locating and connecting students and families with mental health treatment providers	District	7/1/2022	6/30/2023	Care Solace	\$17,508.00	Special Education

Board Approved: August 11, 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
2022-2023 Curriculum & Instructional Leaders Academy	Costa Mesa	various dates 9/9/22 - 4/22/23	Instructional leadership strategies based on student learning and assessment theories	Marcie Poole	\$1,395.00	Unrestricted
Safe School Conference	Garden Grove	7/13 - 7/15/22	Updates in safety for schools	David Soto Marcie Poole Sheryl Tecker Mario Carlos	\$1,996.00	Unrestricted
MTSS Professional Learning Institute	Anaheim	7/12 - 7/14/22	Focus on promoting excellence, equity, and access for all learners through MTSS	Alma Noche Julie Hernandez Cheryl Forquer Rosa Vera Andrea Ramirez	\$1,975.00	EEBG
Social Emotional Arts on a Shoestring	Virtual	8/13 - 8/21/22	Learn guidelines on social emotional arts	Jasmine Frias	\$179.00	Title I
Safe School Climate	Virtual	6/20 - 6/23/22	Gain information impacting safe school climate	Alma Noche	\$2,000.00	Title I
ACSA Personnel Institute	Irvine	various dates 9/9/22 - 3/18/23	Learn best practices in Human Resources	Sheryl Tecker	\$1,705.00	Unrestricted
Principal Supervisor Academy	Riverside	various dates 7/19/22 - 4/26/23	Learn coaching methods to support site principals	Sheryl Tecker	\$2,140.00	Unrestricted
2022-2023 Leadership Series	Virtual	various dates 9/15/22 - 4/20/23	To build and refine the skills needed to lead successfully	Gina Cosylion	\$499.00	Unrestricted

**La Habra City School District
Memberships**

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
California Association of School Transportation Officials	2022 - 2023	\$500.00	District Agency Membership	S30P0041	0101-0000-0-5300-0000-3600-430-00000000
La Habra Area Chamber of Commerce	2022 - 2023	\$350.00	Board of Trustees Superintendent	S30P0097	0101-0000-0-5300-0000-7100-340-00000000
Orange County School Boards Association	2022 - 2023	\$300.00	Board of Trustees Superintendent	S30P0156	0101-0000-0-5300-0000-7100-340-00000000



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and La Habra City School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - Caring and considerate
 - Affirming of diversity and cross-culturally competent
 - Reflective practitioner
 - Equitable and fair
 - Committed to the belief that all students can learn
 - Collaborative
 - Technologically proficient
 - Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to WGU.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Stacey Ludwig Johnson

Title: VP, Academic Operations, Teachers College

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For legal notices:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

DISTRICT

By: _____

Title: _____

Date: _____

Point of Contact:

Email:

Phone:

For legal notices:



EDUCATIONAL FIELDWORK AGREEMENT 2022-2024

This agreement is entered into by and between **LA HABRA CITY SCHOOL DISTRICT** (hereinafter called the “District”), and the **UNIVERSITY OF REDLANDS** (hereinafter called the “University”). This term of agreement shall be from **1 JULY 2022** until **30 JUNE 2024**.

A. RECITALS

1. The purpose of this Agreement is to provide educational fieldwork experiences to students enrolled in the Professional Educational curriculum and/or the Communication Sciences and Disorders graduate curriculum of the University. This Agreement is entered into pursuant to the applicable provisions of the California Educational Code, including, but not limited to, Section 11006.
2. Notwithstanding any other provisions herein, this Agreement shall become operant only pursuant to the provisions of Board Policy/Administrative Regulation of the District.

B. OPERATIVE PROVISIONS

1. The District shall provide educational fieldwork experiences in schools, classes or other appropriate sites of the District, under the direct supervision and instruction of certificated employees of the District, not to exceed 16 semester units of credit per student.
2. The District may, for good cause, refuse to accept for participation, any student of the University assigned to educational fieldwork experiences in the District. The University shall terminate the assignment of any student of the University upon the District’s request, which request shall be made only for good cause. The District and University will provide the candidate with a fair process in the case of a dismissal, including, except when safety or compliance require immediate removal, fair notice to the student of the cause, and an opportunity to be heard and respond to the charges before a decision is made.
3. In performance of this Agreement, each of the parties hereto agrees that it shall not discriminate against any student on the basis of race, color, religion, ancestry, national origin, physical or mental impairment, sex, or any other basis prohibited by law.
4. That in accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the District. The University will assume the responsibility of fingerprint clearance before a request for placement shall be sent to the district. The University will confirm that a candidate is in good standing by verifying fingerprint clearance through the California

Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) upon admission to the program and at the start of each term. Subsequent arrest records received by the District will be cause for a District review of continued student suitability. The District will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

5. Pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the District without a current negative TB test (skin test dated in the past two years or chest x-ray exam dated within the past five years) and any other required vaccinations, which will be kept on file with the University.
6. University students' assignments to pre-service and clinical fieldwork experiences in schools will be under the following definitions:

“Student Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, not to exceed a full University semester of 14 weeks.

“Clinic Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, to engage in limited unpaid classroom teaching experiences under the supervision of a regularly credential employee of the District. Clinic teaching is designed to provide University teacher candidates limited exposure and practice to teaching methods for a designated period (usually 4 to 6 weeks). Arrangements for this experience will be made cooperatively between the University supervisor and the principal of the participating school.

“Resident Teachers” means persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in classroom teaching experiences under the supervision of a regularly credentialed employee of the District or of the University. An assignment of a student of the University to a resident teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time, typically, but not limited to a semester as agreed upon by the University, the School District, and the Resident Teacher. A Resident Teacher is not an employee of the District. Resident Teachers may receive a living stipend for the residency experience from the District. Either the District or the University may remove the candidate for unsatisfactory performance. The University reserves the right to issue or deny the preliminary teaching credential at the end of the residency experience.

“Student Interns” means person recommended by the University possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid educational service experiences (counseling, administration, librarianship, etc.) under the supervision of a regularly credentialed employee of the District.

“Teaching Interns” means persons recommended by the University possessing a certificate of clearance and an Internship Credential, who have been approved to engage

in paid teaching services under the supervision of a regularly credentialed employee of the District and a University supervisor for a minimum of a University semester of 14 weeks. The University reserves the right to issue or deny the preliminary teaching credential at the end of the internship experience. Either the District or the University may remove the teaching intern for unsatisfactory performance.

“Student Observers” means persons recommended by the University who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Education Administration Fieldwork/Interns” means persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453). The candidate must have either three years’ experience (intern) or five years’ experience under a prerequisite Preliminary Administrative Services credential (PASC), has met the Basic Skills requirement, and is eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services (if this does not displace a certificated employee). The candidate shall be under the supervision of a regularly credentialed employee of the District and a University Supervisor for a minimum of 16 weeks. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

PASC students are required to complete 60 hours of fieldwork, 10 hours per course under the supervision of an on-site supervisor/coach, holding an Administrative Services Credential and working in an administrative capacity. Students will complete 20 hours of fieldwork at an elementary site, 20 hours at a middle school site, and 20 hours at a high school site under the supervision of a Supervisor/Coach. Supervisor/Coaches will meet 6 times each semester with the PASC student to 1. Plan a prescribed administrative Fieldwork Experience 2. Implement the plan to enhance the on-site experience 3. Evaluate each area implemented to ensure a completed quality experience 4. Provide quality feedback to the candidate. Supervisor/Coaches are invited to attend planned professional development workshops provided by the School of Education.

“School Counseling Fieldwork Candidates” means persons recommended by the University, who possess a valid certificate of clearance, current TB test, proof of liability insurance, have satisfied the Basic Skills requirement, satisfactorily completed pre-requisite courses and 100 practicum hours. Candidates are concurrently enrolled in a fieldwork support course during their fieldwork experience. Candidates will be under the supervision of a regularly paid Pupil Personnel Service (PPS) credentialed employee of the District (herein referred to as the site supervisor) and the instructor of the fieldwork support course. The fieldwork placement is coordinated by the District who selects a site supervisor who has a minimum of two years’ post-master’s experience related to the candidate’s fieldwork setting, and a minimum of one year at the site. Site supervisors work with candidates to establish goals, complete evaluations, and provide one hour of supervision each week of the fieldwork experience. A total of 800 clock hours of fieldwork are required to complete the PPS School Counseling credential. 600 hours must

be completed in public Pre-K-12 settings, and up to 200 hours can be completed in non-public counseling settings. The 600 hours of public Pre-K-12 experience must be completed in a minimum of two different Pre-K-12 levels. The University reserves the right to issue or deny the PPS School Counseling credential at the completion of the student's program. Either the District or the University may remove the counseling candidate for unsatisfactory performance.

“Communication Sciences and Disorders Fieldwork/Interns” means persons recommended by the University, possessing a certificate of clearance, who have been approved to engage in unpaid educational service experiences (evaluation, conferencing, therapy, etc.), under the supervision of a state credentialed and ASHA certified speech/language pathologist. An assignment of a student of the University to a placement in the Public School shall be at the discretion of the University, working cooperatively with the Public School. The assignment shall last for a designated period of time, typically, but not limited to a semester as agreed upon by the Department and the School District.

7. The assignment of a student of the University to pre-service fieldwork experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the University presents to the proper authorities of the District a document effecting such assignment or through other procedures established and communicated by the District.
8. The University will be responsible for providing a program supervisor, as defined by the CTC, to observe and evaluate academic performance. employed by the University to direct, observe, and evaluate the performance of students of the University engaged in pre-service fieldwork experiences for academic purposes only. This person(s) will work cooperatively with those individuals in the District responsible for placement and direct supervision.
9. The University is obligated to maintain neutrality in the District's labor disputes, to ensure that all field experiences, including practice teaching, will be educationally valid, and to avoid placing its students in situations in which there is a risk of physical injury.
10. In the event of a labor dispute in the District, University students involved in field experiences shall report to the University until the University supervisor and director of fieldwork have assessed the situation.
11. During a labor dispute at a District field experience site, University faculty members who supervise students will visit the District's school site on a regular basis to observe, to meet with District personnel, and to determine whether the situation remains educationally valid and physically safe for field experience activity.
12. During disputes, if the situation is educationally valid and physically safe and the District teacher is present in their regular position, the University supervisor will allow the student the option of continuing to practice teach at that site or of terminating the assignment.

C. FINANCIAL PROVISION

1. It has been determined between the parties hereto that any payments to be made to the District or its employees under this Agreement do not exceed the actual cost to the District of the services rendered by the District.
2. Notwithstanding any other provisions of this Agreement, the University shall not be obligated by this Agreement to pay the District or its employees any amount in excess of the total sum set forth in financial provisions.
3. For student teachers assigned to schools in the District, the University shall tender to the District an honorarium of \$350.00 per 14-week period, to be paid at the end of the assignment. The District shall reimburse each supervisory master teacher/employee at rates specified herein.
4. For Counseling Fieldwork Candidates only, the University shall tender to the District a \$25.00 honorarium for each 50 hours, to be paid at the end of the assignment. Unless otherwise specified, the District shall reimburse each district supervisor/employee at the rates specified herein.
5. For Communication Sciences and Disorders Fieldwork/Interns only, the University shall tender to the District an honorarium of \$200.00 for each full-time supervisor for each full-time student of the University to be paid at the end of the assignment. The District shall reimburse each master teacher at rates specified herein.

D. ALTERATION DISCLAIMER

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of agreement not incorporated herein shall be binding on any of the parties hereto.

E. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

THE UNIVERSITY OF REDLANDS shall hold harmless, defend and indemnify **LA HABRA CITY SCHOOL DISTRICT** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **THE UNIVERSITY OF REDLANDS**, its officers, employees, or student teachers incurred in the performance of this Agreement.

LA HABRA CITY SCHOOL DISTRICT shall hold harmless, defend and indemnify the **UNIVERSITY OF REDLANDS** and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney fees), or causes of action arising from any negligent or willful act of **LA HABRA CITY SCHOOL DISTRICT** it's officers, employees, or student teachers incurred in the performance of this Agreement.

F. NO EMPLOYER-EMPLOYEE RELATIONSHIP

No relationship of employer and employee is created by this agreement. It is understood that the student shall have no claim under this agreement against the School District or the University for vacation with pay, sick leave, retirement benefits, medical or dental insurance, worker's compensation benefits or social security contributions.

G. OTHER AGREEMENT

This Agreement replaces all previous agreements between the **UNIVERSITY OF REDLANDS** and the **LA HABRA CITY SCHOOL DISTRICT**. This Agreement may be extended or modified for subsequent periods of time with the written agreement of both parties.

The term of the Agreement shall be from is **1 July 2022 to 30 June 2024**.

LA HABRA CITY SCHOOL DISTRICT

By _____ Date _____

Signator_____

Signator's Title_____

UNIVERSITY OF REDLANDS

By _____ Date _____

Adrienne McCormick Ph.D.
Provost



CLINICAL AFFILIATION AGREEMENT - NURSING

This Agreement ("Agreement"), is made and entered into on the _____ day of _____, 20____, pursuant to Education Code 89036, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("UNIVERSITY"), and _____ ("FACILITY"). The parties may be referred to collectively as the "Parties" and singularly as a "Party".

WITNESSETH

WHEREAS, the UNIVERSITY'S BSN, MSN, and Nurse Practitioner Programs in nursing requires its students to have clinical experience and the use of clinical facilities; and

WHEREAS, the FACILITY is willing to permit the use of its clinical facilities and services for the education of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the UNIVERSITY's Nursing Program use the clinical facilities of the Facility for their clinical nursing experience,

NOW, THEREFORE in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:
site

I. FACILITY RESPONSIBILITIES

- a. Provide clinical facilities for learning experiences for nursing students designated by the UNIVERSITY. The clinical experience for each student shall cover such period of time as will be specified by the UNIVERSITY.
- b. Maintain clinical facilities in conformance with standards of the State Board of Nurse Examiners and permit inspection of its clinical facilities upon request by the Council of Baccalaureate and Higher Degree Programs of the National League for Nursing and by authorized representatives of the UNIVERSITY.
- c. Permit designated students and staff of UNIVERSITY to use all services of the FACILITY herein contracted for. The level of services and the number of students involved shall be determined by mutual agreement between the parties.
- d. Nominate staff members to serve as clinical preceptors. The final selection of the preceptors shall be made by mutual consent between the FACILITY and the Faculty Coordinator.

The preceptors shall serve on a volunteer basis in accordance with the Preceptor Policy Handbook found in the following links:

https://www.csudh.edu/Assets/csudh-sites/son/docs/job-postings/forms/bsn/RN-BSN%20Clinical%20Handbook_2019.pdf

<https://www.csudh.edu/Assets/csudh-sites/son/docs/job-postings/forms/msn/msn-clinical-handbook%20Aug%202018.pdf>

<https://www.csudh.edu/son/forms/#rn-bsn>

- e. Permit members of the medical and nursing staffs of the FACILITY to participate as their time may permit in the clinical learning experience of the students.
- f. Upon request, provide insurance for general liability insurance coverage.
- g. FACILITY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". FACILITY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. FACILITY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, FACILITY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time FACILITY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

II. UNIVERSITY RESPONSIBILITIES

- a. Designate the students who are enrolled in the Nursing Program of the UNIVERSITY to be assigned for clinical nursing experience at the Facility.
- b. Be responsible for all instruction and evaluation of student performance required to meet the course objectives given at the FACILITY to the students designated.
- c. Be responsible for keeping all attendance and academic records of the students.
- d. Provide guidance to students in their clinical activities through an individualized Learning Contract which specifies learning activities to take place within the patient care framework of the FACILITY.
- e. Agree that the students and instructors shall be subject to the requirements and restrictions specified jointly by representatives of the UNIVERSITY and FACILITY, and subject to the FACILITY's rules and regulations governing conduct. Agree that students shall complete FACILITY'S Livescan and student orientation training which includes HIPAA, blood borne pathogens and LGBTQ training.
- f. Upon request, provide insurance for general liability insurance coverage.

III. TERM AND TERMINATION

This Agreement will become effective as of the date last written below and continue for a period of _____ (____) years unless terminated by either party after giving the other party thirty (30) days written notice of the intent to terminate. If the FACILITY terminates this Agreement, it will permit any student training at the FACILITY at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

IV. INDEMNIFICATION

UNIVERSITY shall defend, indemnify and hold FACILITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.

FACILITY shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FACILITY, its officers, agents, or employees.

V. INSURANCE

- a. Each party agrees to maintain general liability coverage (or a program of self-insurance), comprehensive or commercial form, with minimum limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and workers compensation as required by law. Such coverage must be obtained from a carrier

rated at least A: VII or better by AM Best.

- b. University on behalf of Students shall maintain general and professional liability, as well as educator's errors and omissions coverage, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
- c. While in the performance of this agreement, students serve as volunteers at the FACILITY without compensation and are not to be considered officers, agents or employees of the FACILITY for Worker's Compensation purposes.

VI. CONFIDENTIALITY

- a. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party. Notwithstanding the foregoing, a disclosure by one Party of the other Party's confidential information as required by law in response to a court order or to comply with applicable state and/or federal laws and regulations shall not be considered to be a breach of this Agreement by the disclosing Party. FACILITY understands and agrees that University, as a state entity, is legally mandated to provide records in response to a request for records under the California Public Records Act (Cal. Gov't Code section 6250 et seq.) to any and all parties that request such records, unless such information falls under an exemption under California law.
- b. Students and Instructors may receive or acquire from FACILITY protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). All PHI acquired as a result of Students' training at FACILITY is confidential, and University, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the FACILITY patients, in the instruction of Students, or in the performance of administrative responsibilities at FACILITY. Students and Instructors shall protect the confidentiality of PHI as required by law at all times both during and after the learning experience at FACILITY. All PHI obtained, generated or encountered relating to the learning experience shall at all times be and remain the property of FACILITY.
- c. To the extent FACILITY generates or maintains educational records related to Student, FACILITY agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University, and shall limit access to only those FACILITY employees or agents with a legitimate educational or business need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates FACILITY as a University official with a legitimate educational interest in the educational records of the participating student(s) to the extent that confidential access to a Student's education records is required by FACILITY to carry out the field experience.
- d. FACILITY shall provide, as applicable, appropriate training to each Student and Instructor regarding the Student's/Instructor's duty to maintain the confidentiality of PHI and FACILITY proprietary information at all times, and to comply with all applicable Laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State and federal law. FACILITY shall designate the Students and Instructors as members of the FACILITY "workforce," as that term is defined under HIPAA. No PHI may be shared with the University; accordingly, the University shall not be deemed under any circumstances to be a "Business Associate" and/or "Covered Entity" of FACILITY, as those terms are defined under HIPAA.

VII. FINGERPRINTING

If FACILITY determines that the services provided by University students involve more than limited contact with FACILITY students, University students shall be fingerprinted (at student's sole expense) as required by the FACILITY before services commence.

VIII. GENERAL PROVISIONS

- a. **Dispute**

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of FACILITY and University shall be brought to the attention of the Chief Executive Officer (or designated representative) of the FACILITY and the Chief Business Officer (or designee) of University for joint resolution. At the request of either party, University shall provide a forum for discussion of the disputed incidents, at which time the Vice Chancellor, Business and Finance (or designated representative) of University shall be available to assist in the resolution by providing advice to both parties regarding University contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

b. Non-Discrimination

The parties agree that all students receiving training pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ethnicity, ancestry, disability, marital status, age, gender, sexual orientation, gender identity, gender expression, genetic information, veteran or military status, medical condition, citizenship, or any other legally protected status.

c. Independent Contractors

FACILITY is, for all purposes, an independent contractor and shall not be deemed an employee of the University. FACILITY and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of University or the State of California. While FACILITY may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall FACILITY and its employees be entitled to unemployment or workers' compensation benefits from University.

d. Status of Students

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees, officers, agents or volunteers of either FACILITY or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of FACILITY's "workforce" for purposes of HIPAA compliance.

e. Assignment

Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

f. Entire Agreement

This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

g. Captions

Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

h. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

i. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

j. Notices

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

TO UNIVERSITY:

California State University, Dominguez Hills

1000 E. ~~Victoria Street~~

Carson, CA 90747

Attn: Procurement and Contracts

TO FACILITY:

k. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by University its officers or employees.

l. Authority

Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

m. Amendment

This Agreement can be modified by mutual agreement at any time via written amendment signed by authorized representatives of each party.

n. Severability

In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

UNIVERSITY

BY _____

Name _____

Title _____

Dated _____

FACILITY

BY _____

Name _____

Title _____

Dated _____

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

STUDENT TEACHING AND INTERNSHIP AGREEMENTS

This AGREEMENT entered into on **July 1, 2022** by and between the State of California through the Board of Trustees of the California State University (CSU), on behalf of California State Polytechnic University, Pomona, hereinafter called **State** or **State University**, and **School District** as noted below, hereinafter called the **District**, and collectively referred to as **party** or **parties**:

WITNESSETH

WHEREAS, under the California Education Code Section 44450, et seq., the governing board of any **District** is authorized to enter into agreements with a **State University** accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences through practice teaching and internships for the students enrolled in teacher training curricula of the **State University**; and

WHEREAS, the **District** is authorized to enter into agreements with the **State**, to provide teaching experience through field experience, practice teaching and paid internships to students enrolled in teacher training curricula of the **State University**; and

WHEREAS, Student observers or Fieldwork or Early field experience includes the following activities: Early Childhood Practicum, Novice Clinical Practice, Education Administration fieldwork as described on **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, Student Teaching/Clinical Practice includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, and Single Subject Credentials, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, paid internship includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, Single Subject Credentials, and Education Administration Interns, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, the **District** and **University** wish to establish an internship program, as provided in Education Code Section 44321 and meeting the provisions of the statutes and regulations of the Commission on Teacher Credentialing, whereby **University** intern students will be placed in **District** schools.

WHEREAS, it has been determined between the **parties** hereto that the payments to be made to the **District** under this agreement do not exceed the actual cost to the **District** of the services rendered by the **District**; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the **District** to the supervising teacher as compensation for and recognition of services performed for the student teacher/teacher candidate in the supervisory teacher's charge.

NOW, THEREFORE, it is mutually agreed between the **State** and the **District** as follows.

SPECIAL PROVISIONS

The **State University** and the **District** are as follows:

STATE UNIVERSITY

California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768

And

SCHOOL DISTRICT

La Habra City School District
500 North Walnut Street
La Habra, CA 90631-3769

The **TERM** of the Agreement shall be for *approximately three (3) fiscal years*, beginning **July 1, 2022** through **June 30, 2025**. This agreement is valid and enforceable only if funds are made available for 2022/2023, 2023/2024 and 2024/2025 fiscal year's Budget Act for the purpose of this program.

The **SERVICES** for standard Clinical Practice to be provided by **District** to **University** shall not exceed sixteen (16) weeks of practice teaching.

The **STATE** shall pay the **DISTRICT** for cooperating teachers for standard Clinical Practice if it's merited for one of the programs listed above at the rate of **\$350.00** per student, which may increase based on funds available.

The **SERVICES** for Intern teachers to be provided by the **District** shall be for the period covered by the Intern contract between the Intern and the **District** while Intern-eligible by **University**.

GENERAL TERMS

Placement of Student Teacher Candidates

1. The **District** shall provide to **State University** student teacher candidates field experience through practice teaching in schools and classes of the **District** not to exceed the units of practice teaching set forth in the Special Provisions. Such practice 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 **State** through their duty-authorized representatives may agree upon.

The **District** may at its sole discretion, refuse to accept for practice teaching any student teacher candidate of the **State University** assigned to practice teaching in the **District**. Upon request of the **District**, at its sole discretion, the **State** shall terminate the assignment of any student teacher candidate of the **State University** to practice teaching in the **District**.

“Practice 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 employees of the **District** holding valid credentials issued by the State Board of Education, California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The **State** will pay the **District** for the performance by the **District** of all services required to be performed under this agreement at the amount set forth in Special Provisions.

Each semester of practice teaching for elementary and secondary schools shall be a full-time practice teaching experience or its equivalent. Student teaching shall normally provide for a full day’s experience or its equivalent to five days per week. Any deviation from this definition of assignment must be consistent with **State University** policy and can be made only with the approval of the **State University**.

3. An assignment of a student teacher candidate of the **State University** to practice teaching in schools or classes of the **District** shall for approximately sixteen (16) weeks, but a student teacher candidate may be given more than one assignment by the **State University** to practice teaching in such schools or classes.

The assignment of a student teacher candidate of the **State University** to practice teaching in the **District** shall be deemed to be effective for purposes of this agreement as of the date the student teacher candidate presents to the proper authorities of the **District** the placement letter or other document given the student teacher candidate by the **State University** commencing such assignment, but not earlier than the date of such assignment as shown on such letter or other document.

In the event the assignment of a student teacher candidate of the **State University** to practice teaching is terminated by the **State University** or the **District** following due process, the **District** shall receive payment on account of such student teacher candidate prorated by the number of weeks worked.

Absences of a student teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided by the **District**.

4. In the event the **District** offers the student teacher candidate a short- or long-term substitute-teaching assignment, the **State University** shall determine the length of unsupervised Clinical Practice days of the substitute-teaching assignment, if the student teacher candidate is or will be in his/her official solo period, and if the student teacher candidate has demonstrated student success as a student teacher candidate.
5. Within a reasonable time following the close of each semester session of the **State University**, the **State** shall provide payment directly to the **District**, at the rate provided herein, for all units of practice teaching provided by the **District** under and in accordance with this agreement during said semester.

The **State** will pay the amount due each semester from monies made available for such purpose by or pursuant to the laws of the **State**.

Student inquires: **CEIS-Office of Clinical Practice**
California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768
909-869-4300 **telephone**

Contract inquires: **Procurement Services**
909-869-3391 **telephone**

6. Notwithstanding any other provisions of this agreement, the **University** shall not be obligated by this agreement to pay the **District** any amount in excess of the services rendered.

Placement of Interns

1. **University** intern students, certified as qualified and competent by **University** to provide intern teaching services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as intern teachers (**Interns**). **University** and **District** shall coordinate the process of selection and placement of Interns. The **District** will place an Intern in a classroom appropriate to their Intern Credential Authorization. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection of, or acceptance or participation by any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
2. *Program Requirements.* Each candidate Intern accepted into the Program will be required to meet the following qualifying criteria:
 - a. Recommendation to the Program by a **District** or **University** designee; and
 - b. Interview and screening by **District** staff, including a background check, principal/teacher panel interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution; and
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting; and
 - d. Interview with the **University** Intern Coordinator or a lead faculty member for the Program; and

- e. Prior to beginning the Program, all Interns must have passed the CBEST exam, met the U.S. Constitution requirement and verified subject matter competence by completion of a CTC approved program of coursework or passage of the appropriate State content area exam (CSET); and
 - f. All Bilingual Authorization candidates/Interns must have passed a written and oral exam and have completed academic coursework in the identified language.
3. *Intern Employment Status.* Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 4. *Reservation of Right to Payment.* Pursuant to Education Code Section 44462, **University** and/or **District** reserves the right to request an adjustment of up to 1/8 or 12.5% of the Interns' salary to cover supervision services pursuant to this Agreement.
 5. *Advisory Committees.* **District** and **University** will collaborate through the Cal Poly Pomona Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Program. In lieu of meetings, online communications/emails requesting or discussing information may be used.
 6. *Program Support.* To support Interns, **District** and **University** will each provide a qualified "Support Provider"/"Site Coach" to assist each Intern in the Program. The **District's** support provider is also referred to as the "Site Coach", and the **University's** support provider is also referred to as the "**University** Field Supervisor". A minimum of 144 hours of support/mentoring and supervision shall be provided to each intern teacher per school year with an additional 45 hours of support and supervision provided to an intern who enters the program without a valid English Learner authorization. The support and supervision will be a shared responsibility of the **District** and **University**. It is understood that the Intern, due to the nature of being the teacher of record the vast majority of these support/mentoring hours would through the school site and employing district opportunities.

In the case of itinerant assignments, whereby an intern must travel to several schools within a district to provide services (e.g., music, APE), the District shall provide a contact at each school site (e.g., site administrator) who can provide to the itinerant intern teacher student information such as special needs, accommodations, or other instructional information needed for the intern to meet the needs of all students.

Each "Site Coach" must: possess a valid credential to teach, supervise, and/or administer in the grade level supervised; have three (3) years' experience as a successful practitioner or administrator; hold EL Authorization; be able to demonstrate effective instruction of adult populations; and understand and support the policies and philosophy of the **University** Program. **District** "Site Coaches" are to meet with the Intern at least weekly to discuss/review the Interns progress and respond to questions to enhance the Interns knowledge and skill.

The District "Support Provider/Site Coach" will be paid a one-time stipend directly, by Cal Poly Pomona. Stipend payments will only be made upon completion of support provider duties for the academic year and when required paperwork has been submitted to the Cal Poly Pomona Teacher Intern Office.

District's "Site Coaches" and the **University's** "Field Supervisors" will meet with Interns regularly throughout each semester of their Clinical Practice (Intern Supervision). They will:

- a. Offer constructive suggestions on improving teaching skills, including written and oral observations about classroom performance; and
- b. Review lesson plans both before and after classroom activities take place, teaching Interns how to design and implement lesson plans with an emphasis on accommodations and/or modifications for English Learners or students with special needs; and
- c. Assist Interns with curriculum selection and design appropriate to the diverse student population in the classrooms; may include assessing language needs and progress of EL learners in the intern classroom and support for language accessible instruction; and
- d. Ensure Interns obtain knowledge of State frameworks and Common Core State standards in appropriate academic disciplines and how to adapt them for K-12 content, English Learners and students with special needs; and
- e. Assist Interns with the rudiments of teaching; may include in-class modeling and coaching as needed; and
- f. Assist Interns with classroom management techniques and classroom organization; and
- g. Assist Interns with various approaches to discipline and how to maintain a positive climate for learning and a safe classroom environment; and
- h. Verify contacts with Interns and complete any surveys about the Intern or the Intern Program.

District's "Site Coach" and **University's** "University Field Supervisor" will meet without the Intern periodically, as needed, during an Intern's Program to discuss the Intern's progress.

Prior to the Intern teaching experience, the **University** will conduct program orientation seminars for Interns, typically during Intern Interviews and training opportunities for **District** Support Providers/Site Coaches (in-person meetings, phone or an online format will be available), in addition to any training/orientations the **District** might provide. Support Providers may need to participate in annual or periodic training/orientations for their role as a Support Provider and complete a university and a state intern support provider survey and any requested reviews of the Intern they are supporting.

District will include Interns in appropriate **District** support programs and provide training in regularly scheduled staff development activities.

District will provide appropriate release time from teaching responsibilities for Interns to complete necessary classroom observations of credentialed teachers, and provide appropriate release time for Interns to attend classes at Cal Poly Pomona, to complete their credential and program requirements.

District will allow video capture for Teaching Performance Assessments and/or synchronous video observation by the **University** field supervisor as part of or in lieu of on-site observations and Teaching Performance Assessments required by the California Commission on Teacher Credentialing (CTC). Students' faces and identities will not be captured.

University Field Supervisors will visit Interns in their classrooms on a regularly scheduled basis to monitor each Intern's progress. The Field Supervisors will complete required Clinical Practice procedures and an additional Supervision Log if the intern continues in placement beyond required Clinical Practice to complete credential program requirements.

District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. **District** is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. **District**, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, **District** will take steps to comply with the modified, changed or updated guidelines or directives. If at any time **District** becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify **University** of that fact.

7. *Academic Responsibility.* **University** shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns’ prior education; evaluation of Interns’ academic progress; scheduling courses; awarding academic credit; and conferring degrees.
8. *Duration of Internship.* Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District’s** policies and performance standards, the Intern will be allowed to finish his/her internship at the **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been conducted, may be removed from the paid internship position by the **District** or removed from the Program by the **University** in consultation with the **District**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's termination of participation in the **University's** Program or upon **University** discontinuing the Program.
9. *Assessment.* Assessment of Intern competence is a joint responsibility of **University** and **District**. Each Intern will receive informal performance assessment/consultation by the **District** Support Provider and formal performance assessment/consultation from the **University** Field Supervisor throughout the period of the internship. At the end of the internship program, the **University** Field Supervisor may consult with the **District** Support Provider and **University** Intern Program may request the Support Provider to complete a summary of progress of the Intern to assist in the determination of the **University** in making a recommendation as to whether the Intern is ready for independent teaching. The **University** Field Supervisor will provide their recommendation to **University’s** Credential Services Office which will determine the Intern’s competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Intern is seeking to obtain. The final recommendation of competence of an Intern for applying for a teaching credential is by the **University**. Any forms completed by the **District** or Support Provider will belong to **University** as student records will be kept on file in the CEIS Credential Services Office at the **University**.
10. *Relationship of the Parties.* Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between parties.
11. *Publicity.* Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

12. *Records.* It is understood and agreed that all records, other than Intern evaluation records and information, shall remain the property of **District**. Interns' student records shall remain the property of **University**.
13. *Entire Agreement and Severability.* If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire Agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
14. *Assignment.* Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

District will designate a **District** Coordinator/Contact Person to ensure supervisory and support assistance to Interns prior to finalizing this Agreement. The designated **District** Coordinator for the purposes of this Agreement will be:

Name:
Title:
Email:
Phone:
Fax:

15. *Notices.* All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

To University:

Procurement Services
California State Polytechnic University, Pomona
3801 West Temple Avenue, Bldg. 75
Pomona, CA. 91768
Telephone (909) 869-3391
Facsimile (909) 869-5475
Email: lorrainer@cpp.edu

To District:

Ms. Keri Tucker
Senior Administrative Asst./Human Resources
La Habra City School District
500 North Walnut Street
La Habra, CA 90631-3769
Phone: (562) 690-2303
Email: ktucker@lahabraschools.org

16. *Representations.* Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

INSURANCE

1. The **University** and **District** shall secure and maintain at all times during the term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
- Such coverage provided by the **University** and **District** may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1) Each Occurrence	\$1,000,000
2) General Aggregate	\$3,000,000
 - The **University** and **District** shall each secure and maintain at all times during the term of their contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. **University** CSURMA provides Workers' Compensation coverage for all registered CSU students who are pursuing a professional credential in Education (including teaching) while participating in this program. Such coverage provided by either the **University** and/or **District** may be afforded via commercial insurance or self-insurance.
 - Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The **University** and **District** shall further provide for thirty-day (30) advance written notice of any modification, change or cancellation of any of the above insurance coverage's.

2. The **University** shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state-owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted enforced and governed by California laws.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other harmless from all liability for damage to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents arising out of the performance of this Agreement

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents arising out of the performance of this Agreement

FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to **District** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **State University** will ensure that students receive a Certificate prior to beginning their assignment in the **District**.

TUBERCULOSIS

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at their sole expense an examination within the **District** timeframe to determine that he or she is free of active tuberculosis, by a licensed physician or surgeon prior to beginning their assignment in the **District**.

GENERAL PROVISIONS

This Agreement: (a) will be binding and enforceable by the parties and their representative successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at Pomona, California.

IN WITNESS WHEREOF, this agreement has been executed by the **parties** hereto, effective the date above written.

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

BY: _____
Lorraine A. Rodriguez, C.P.M. Contract Administrator
Procurement Services

DATE: _____

LA HABRA CITY SCHOOL DISTRICT

BY: _____
Signature of Authorized District Official

DATE: _____

Print name and title of Authorized District Official



CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

EXHIBIT A

Teaching Programs

Below is a summary of the various teaching programs the University administers. A complete program description shall be given to the District when the University places a student.

"Student Teachers" or **"Teacher Candidates"** refers to persons in the Education Specialist, Multiple Subject or Single Subject programs recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

"Intern Teachers" refers to persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District (Support Provider) and a University Supervisor both of whom will be paid by the University. The University reserves the right to issue or deny the preliminary teaching credential at the completion of the University Internship Program. Either the District or the University may remove an intern teacher for unsatisfactory performance.

If the Intern Teacher should fail to meet either Cal Poly Pomona's competencies or the District's performance criteria during the course of the Program, the Intern Teacher may be dismissed by either Party upon written notification to the other Party and the Intern Teacher. Retention and dismissal will be collaborative through appropriate due process between the University and the District at a meeting prior to grades being determined. The final District decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate's continuation in the University teacher preparation program will be at the discretion of University. All services provided by University and District pursuant to this Agreement shall terminate upon an Intern's termination of participation in the University's program or upon University discontinuing its program.

The Intern Teacher will not be hired by the District before teachers on waivers are hired, nor will hiring an Intern Teacher displace a certificated employee in the District. The Intern Teacher will be considered the teacher of record in their teaching position and enjoy all rights and privileges of a certificated teacher in the District and will at the minimum receive a beginning teacher salary per District salary schedules.

The Intern Teacher will assume the functions that are authorized by the regular standard credential (EC44454). The Intern Teacher's services will meet the instructional or service needs of the District (EC44458). The Intern Teacher will not displace a certificated employee(s) in the District. Since the internship is being implemented to meet an expressed employment shortage, a statement from the District about the availability of qualified certificated persons must be completed.

“Education Administration Fieldwork/Interns” refers to persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453), have completed at least three (3) years of successful teaching experience and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

“Student Observers” or “Fieldwork” or “Early Field Experience” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Novice Candidates” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences in the TK-8 level under the supervision of a regularly credentialed employee of the District. Novice candidates are expected to serve no less than 50 hours of novice field experience per semester placement. An assignment of a student of the University to a novice clinical practice placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

“Early Childhood Practicum Candidates” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom practicum experiences in early childhood education settings and Transitional Kindergarten-through third grade under the supervision of regularly credentialed employee of the District or teachers in a licensed center. Practicum teachers are expected to serve six to nine hours per week for the duration of the school term placement. An assignment of a student of the University to a practicum placement in schools or centers shall be at the discretion of the University, working cooperatively with the District or Center. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

District Need to Hire Intern Teachers
Put on district letterhead—Or write comparable letter on district letterhead

Date _____

The _____ School District is pleased to support and participate with the Cal Poly Pomona's (CPP) efforts in the Teacher Internship Program.

As a K-12 public school district of over _____ students and with a teaching staff of over _____ we are in need of teachers each school year. This need is often in the area of bilingual education, special education, math, science and other areas where there is a shortage of qualified instructors. We are in full support of the CPP Teacher Internship Program, as it will greatly enhance our ability to recruit in these much needed areas.

The school district verifies that the following requirements regarding the teaching positions offered to Intern teachers have been satisfied.

The proposed teaching position

- is in a K-12 public school district, or public charter school
- is a regular teaching position authorized by the standard credential, which the credential candidate is pursuing;
- does not displace any certificated employees in the school district;
- is hiring the Teacher Interns based on need when an appropriately credentialed teacher is not available;
- is a full-time position, and the Intern is the "Teacher of Record" and will enjoy the rights and privileges of a certificated teacher in the district, and will at the minimum receive a beginning teacher salary per district salary schedules.;
- is appropriate for the subject matter competence of the credential candidate;
- will support salary deduction specifications per Education Code Section 44462 if implemented by the university; and
- is supported by the local bargaining unit representing district teachers.

District Representative Signature

Position

Printed Name

Date

Bargaining Unit Representative Signature

Position

Printed Name

Date



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and La Habra City School District, hereinafter called the **DISTRICT**:

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 candidates; 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 candidates 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 **July 13, 2022** and terminate on **June 30, 2027**.
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, candidates 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 candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **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.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid TK-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid TK-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an

unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid TK-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates 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 candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Data Sharing.** The University and the District agree to collaborate and share non-personally identifiable information related to hiring needs and recruitment efforts that contribute to an educator workforce that reflects the skills, dispositions, subject areas, grade levels, and demographics desired by the District. The University and the District agree to collaborate and share non-personally identifiable information related to the employment, retention, attitudinal, observational, and outcomes measures of recent graduates of the University employed in the District.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

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

10. **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 candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

11. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

12. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

“Field Experience” as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students individually and in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision with a minimum of three years of content area TK-12 teaching experience.

With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to teach no fewer than one and no more than four independent lessons to individual TK-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual TK-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of TK -12 settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

It is the expectation that the classroom in which Teacher Candidates complete Field Experience will consist of TK-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California’s adopted content standards and frameworks. During Field Experience, the Host Teacher may be asked to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) may be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher’s classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have (a) met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related

to the Teacher Candidate's Field Experience (e.g., lesson plans, reflections) will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

“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 a Master/Cooperating Teacher. A Master/Cooperating Teacher is an employee of the District who (a) holds a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) has a minimum of three years of content area TK-12 teaching experience. The district-employed supervisor (“Master/Cooperating Teacher”) must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-employed supervisor not have additional district or school based assignments that may cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms in which Teacher Candidates complete student teaching must include TK-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Special education classroom experience will include the full range of services provided by the District's placement school. Student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the School District and the University.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm

that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach/Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a lower elementary (TK-3) classroom and eight weeks in an upper elementary (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level (grades 7-12), a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate Mild to Moderate Support Needs (MMSN) and Extensive Support Needs (ESN) setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e. Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e., Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern’s services meet the instructional 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 District shall ensure no Intern 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 shall not be less than the minimum base salary paid a regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, and (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of two hours of initial orientation to the program curriculum, and access to a minimum of eight hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This

dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms to include the full range of services provided by the District's placement school during the first eight weeks of the student teaching experience (i.e., Clinical Practice I).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training, and (f) have a negative TB test within two years of the end date of the student teaching assignment.

The University will assign a University program supervisor (i.e., University Coach/Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Coach/Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Coach/Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate support needs. The University will make available the description of the courses to be completed by the Intern. The Intern will be requested to provide a copy of the Professional Development Plan to the University via the Intern Coordinator.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support in addition to the 144 hours. The District will provide approximately 2/3 of the support/mentoring and supervision to include but

not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Coach/Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach/Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a candidate, 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 psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

School counseling practicum includes a minimum of one hundred (100) clock hours in a practicum experience, including but not limited to: (a) peer counseling related to a university or college program practicum course; (b) personal and career assessments; (c) personal counseling experience in either an individual or group context; (d) school-based programs serving parents and family members; (e) community service programs serving children and families; (f) school related experience such as “shadowing” a school counselor, observing classroom instruction, attending district and school-based meetings, and mapping school-based community resources. Practica experiences must be completed prior to the field experience.

School psychology practicum includes a minimum of four hundred and fifty (450) clock hours total with a minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect student services. For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates 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 candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

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 candidates' 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 & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, 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 School Psychology in implementing the candidate'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 candidates. District employees designated as Site Supervisors shall meet the CTC criteria for supervising students. School Psychology Site Supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist and is accessible to the school psychology candidate at all times while the candidate is accruing fieldwork hours. 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 and is accessible to the school counseling candidate at all times while the candidate is accruing fieldwork hours.

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. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program fieldwork requirements, (2) share responsibility in the quality of the field experience, design of the field experience, quality of clinical progress, and assessment and verification of candidate competence.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (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, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates 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 candidates 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 candidate's competence at the conclusion of fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate'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 candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District. The University also agrees to appoint University Supervisors who will support candidates during the fieldwork experience and collaborate with the Site Supervisor. The University Supervisors for School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the field experience.

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 candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only

those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates 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 & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology 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 candidates 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, have proof of completion of Mandated Reporter training, have proof of negative TB testing, 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 or School Psychologist and Site Supervisor. The University Supervisors for School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the internship.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence at the conclusion 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 candidate'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 psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. 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. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program internship requirements, (2) share responsibility in the quality of the internship, design of the internship, quality of clinical progress, and assessment and verification of candidate competence.

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, candidate records, and other items pertaining to the internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District agrees that the Intern School Counselor or School Psychologist 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 or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By _____

Name: Anita Fitzgerald Henck

Title: Dean, School of Education

Date: _____

Azusa Pacific University

School of Education

P.O. Box 7000

La Habra City School District

Signature _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone Number: _____



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
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RATIFICATION

Assist in submitting documentation to update and maximize the District's current eligibility under the state school facility program	Business Services	7/1/2022	6/30/2023	School Facility Consultants	per rate sheet	General
Special Inspections and Materials Testing Services for Project B01- Shade Structures	Various	6/9/2022	1/31/2023	Atlas Technical Consultants	\$102,374.00	Bond
Addendum to Agreement to provide Architectural Services and Facilities Program Consulting Services	Various	7/1/2022	12/31/2022	Little Diversified Architectural Consulting	per rate sheet	Bond
Weekly courier service for bank deposits	District	7/1/2022	6/30/2023	Statewide Courier Service	\$1,224.00	Unrestricted
Agreement to provide School Employees With Virtual Lockdown Training	District	5/13/2022	6/30/2023	Knowledge Saves Lives, Inc.	\$96,247.25	Esser III

Board Approved: August 11, 2022

Warrant Reports: June 9, 2022 – July 22, 2022

Approve warrants numbered 30-089923 through 30-090278
For the amount of \$2,821,916.62 as presented.

0101	General fund	\$2,303,204.15
1212	Child Development	\$2,825.99
1313	Nutrition Services	\$168,746.65
2129	Building Fd GO Bond S-2012E	\$344,056.37
2525	Capital Facilities	\$848.75
4040	Special Reserve FD for Capital Outlay	\$2,234.71
	TOTAL	\$2,821,916.62



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Action Duct Cleaning Company	Labor and materials to clean kitchen exhausts	District	\$1,925.00
A-Tech Systems	Labor and materials to perform annual fire alarm inspection and testing at all sites	District Office	\$12,050.00
Century Paving	Labor and materials to remove concrete edges, resurface asphalt and restripe	District Office	\$59,950.00
Century Paving	Labor and materials to remove, repave and restripe asphalt near playground	Ladera Palma	\$49,900.00
Dave Bang Associates	Labor and materials to remove and replace concrete walkways at two playgrounds	Ladera Palma	\$8,500.00
Genesis Floor Covering	Labor and materials to demo existing flooring, prep floors, and install LVT	Las Positas	\$24,543.91
KYA Services	Labor and materials to remove existing flooring, prep floor, and install new carpet	Las Positas	\$48,239.10
KYA Services	Labor and materials to remove existing flooring, prep floor, and install new sheet vinyl	Ladera Palma	\$5,053.60
KYA Services	Labor and materials to remove existing flooring and install new carpet	Ladera Palma	\$29,123.97
KYA Services	Labor and materials to remove existing flooring, prep floors, and install new carpet	El Cerrito	\$18,348.55
Luna Construction	Labor and materials to saw cut the exterior stucco and install a door at the Nurse's office	Arbolita	\$13,535.00
Luna Construction	Labor and materials to install a short block wall, drain pipe and box at play area	Ladera Plama	\$5,225.00
Luna Construction	Labor and materials to install concrete walkways at perimeters of playground for ADA compliance	Sierra Vista KidZone	\$16,864.00
Luna Construction	Labor and materials for restroom partition and hallway roof repair	Washington	\$3,243.00

Board Approved: August 11, 2022



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

MD Installations International	Labor and materials to remove and replace existing furniture for new carpet installation	District Office	\$11,016.00
MJ Wiretech	Labor and materials to furnish and install twisted pair cable in various rooms	Ladera Palma, El Cerrito	\$4,300.00
Penner Partitions, Inc.	Labor and materials to furnish and install six toilet partition compartments	Washington, Las Lomas	\$18,498.00
Rivera Painting Plus	Labor and materials to prep, prime and paint window frames and walls of main office	Las Lomas	\$11,900.00
Rivera Painting Plus	Labor and materials to prep, prime and paint cafeteria and various fascia boards	Walnut	\$4,900.00
The Cabinet Pro's	Labor and materials to replace the cabinet doors and countertop	Walnut	\$14,370.00
Williams Tree Service	Labor and materials to trim various trees	Las Positas, Las Lomas	\$14,100.00
Wolverine Fence	Labor and materials to remove existing chain link fence and install new fencing	Walnut	\$11,235.00
Wolverine Fence	Labor and materials for gate and radio receiver upgrades	District Office	\$4,592.00
Weatherproofing Technologies	Labor and materials to furnish and install new gutter systems	Walnut	\$4,410.00

Board Approved: August 11, 2022

La Habra City School District

To: Board of Trustees
From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Date: August 11, 2022
CC: Superintendent
Re: Separations

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

Cisneros, Elena Satellite Kitchen Lead Nutrition Services	5/21/2018	Resigned	6/2/2022
Cross-Sepulveda, Mika Administrative Asst District Office	3/17/2014	Resigned	6/30/2022
Huerta, Gabriela Educational Asst Sierra Vista	12/3/2018	Resigned	6/2/2022
Lee, Elaine I A I-Sp Ed Walnut	5/17/2022	Resigned	6/2/2022
Olaiz, Veronica Extended Care Worker KidZone	11/2/2021	Resigned	7/22/2022
Patella, Aaron Info Svcs Tech I Walnut	2/6/2019	Resigned	6/30/2022
Roe, Amy I A I-Sp Ed Walnut	6/10/2010	Resigned	6/2/2022
Saucedo, Adrian I A III-Sp Ed/Behavior El Cerrito	2/12/2015	Resigned	6/2/2022

Board Approved: August 11, 2022

La Habra City School District

To: Board of Trustees

From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Sheryl Tecker, Ed.D., Associate Superintendent of Human Resources

Date: August 11, 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

*Mancilla, Raquel Cook's Helper Ladera Palma	Probationary	20-5 +20yr longevity	\$24.07/hour	8/11/2022
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INTERNS

Dombrowski, Emily School Psych Intern District Office	Temporary	Stipend	\$1,500/month	8/4/2022
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Osuna, Kelly School Psych Intern District Office	Temporary	Stipend	\$1,500/month	8/4/2022
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Leduc, Vivian School Psych Intern District Office	Temporary	Stipend	\$1,500/month	8/4/2022
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Tran, Trang School Psych Intern District Office	Temporary	Stipend	\$1,500/month	8/4/2022
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*Promoted from another position

CERTIFICATED

Cisneros, Alfonso PE Teacher District Office	Probationary	II-7	\$74,381/year	8/9/2022
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Manzon, Evangeline Education Specialist Las Positas	Probationary	III-7	\$82,562/year + \$1,672	8/9/2022
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La Habra City School District

NAME/ JOB TITLE SCHOOL	STATUS	COLUMN/STEP	RATE OF PAY	HIRE DATE
Flammer, Maria 1 st grade Teacher Walnut	Probationary	III-3	\$73,357/year	8/9/2022
Martinez, Alyssa School Counseleor District Office	Temporary	II-1	\$62,296/year	8/9/2022
McMullen, Marion 1 st grade Teacher Arbolita	Probationary	I-1	\$56,962/year	8/9/2022
Luna, Melissa DI Science Teacher Washington	Probationary	II-1	\$62,296/year	8/9/2022
Michel Villasenor, Kimberly School Counselor District Office	Temporary	III-1	\$69,148/year	8/9/2022
Solis, Idalia PE Teacher District Office	Probationary	I-3	\$59,539/year	8/9/2022
Vera, Rosa Education Specialist Sierra Vista	Probationary	II-1	\$62,296/year + \$1,672	8/9/2022
Villasenor, Jose Adrian DI Social Science Teacher Washington	Probationary	III-1	\$69,148/year + \$1,672	8/9/2022
Young, Elaine School Counselor District Office	Temporary	III-1	\$69,148/year	8/9/2022
<u>ADMINISTRATION</u>				
Barrientos, Patricia School Psychologist District Office	Admin	1-7	\$129,004/year	8/4/2022
Contreras, Brittany School Psychologist District Office	Admin	1-5	\$124,930/year	8/4/2022

La Habra City School District

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

Navarro, Adrienne Program Specialist- Ed Services – Multilingual District Office	Admin	3-6	\$138,859/year	7/1/2022
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Board Approved: August 11, 2022

La Habra City School District

To: Board of Trustees

From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Sheryl Tecker, Ed.D., Associate Superintendent of Human Resources

Date: August 11, 2022

CC: Superintendent

Re: Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Alviso, Suzie Clerk Typist Las Positas	Hours	5/day	8/day
Argomaniz, David Evening Custodian Ladera Palma/Sierra Vista	Hours	4/day	8/day
Carreon, Stephanie I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Daly, Lorraine I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Enriquez, Erica I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Flores, Kimberly I A III-Sp Ed/Behavior Early Learning	Hours	5/day	5.5/day
Giamformaggio, Karie I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Irigoyen, Sandra I A I-Sp Ed Early Learning	Hours	4/day	5.5/day

La Habra City School District

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED (continued)

Lopez, Maria LVN Las Lomas	Hours	7.5/day	8/day
Orozco, Desiree I A III-Sp Ed/Behavior Early Learning	Hours	5/day	5.5/day
Ortiz-Victoria, Mayte I A I-Sp Ed Early Learning	Hours	3/day	5.5/day
Perez, Osmara I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Rodriguez, Celena LVN Walnut	Hours	5/day	8/day
Sandoval, Samantha I A I-Sp Ed Early Learning	Hours	4/day	5.5/day
Vargas, Erica I A I-Sp Ed Early Learning	Hours	4/day	5.5/day

CERTIFICATED

*Durkin, Amanda 4 th grade Teacher Sierra Vista	FTE	.50	1.0
*Kim, Lynn 3 rd /4 th Combo Teacher Sierra Vista	FTE	.50	1.0

La Habra City School District

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CERTIFICATED (continued)

Maurin, Alejandra MTSS TOSA Ladera Palma	Position	2nd grade Teacher	TOSA
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* Job Share has been dissolved

Board Approved: August 11, 2022

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
LA HABRA CHAPTER 135**

2022-2023

INITIAL SUCCESSOR CONTRACT PROPOSAL

July 1, 2022



Submitted for approval to the La Habra Chapter No. 135 Membership on July _26, 2022

The California School Employees Association and its La Habra Chapter 135 (CSEA), in accordance with Article 14 of our current collective bargaining agreement, notifies the La Habra City School District (District) of CSEA's intent to modify or amend the contract and negotiate a full successor agreement. CSEA desires to alter or amend the following articles as indicated and presents our proposals for public discussion in accordance with Government Code §3547:

Article 6 Leaves of Absence

- CSEA has an interest to adding language to include the usage of leaves (New).

Article 7 Hours

- CSEA has an interest to clarify and modify the language to ensure that scheduled hours are inclusive of break times (Article 7.8; Article 7.10).
- CSEA has an interest to include language regarding summer work (New).

Article 8 Salary Schedule and Employee Benefits

- CSEA has an interest to provide for a fair and equitable salary increase (Article 8.1).
- CSEA has an interest in adding a Thirty (30) Year and Thirty-Five (35) Year Longevity Step (Article 8.2.3).
- CSEA has an interest in maintaining quality health insurance and decreasing employee costs (Article 8.3.7).
- CSEA has an interest to provide a fair stipend for bargaining unit members called away from their normal work to provide bilingual services (New).
- CSEA has an interest in improving the professional development program (Article 8.12).

Article 9 Layoff and Reemployment

- CSEA has an interest in ensuring the contract aligns with changes to California law for classified layoffs (New).

Article 14 Term

- CSEA has an interest in amending contract terms for a new three-year contract (Article 14.1)

Article 16 Special Education Paraeducators

- CSEA has an interest to clarify and modify language to include educational assistants (New).

Article 18 Miscellaneous Provisions

- CSEA has an interest to include language for Professional Standards (New).

Article 19 Information Technology

- CSEA has an interest to establish an Information Technology article (New).

Article 20 Evaluation Procedures

- CSEA has an interest to establish an Evaluation Procedures article (New).

Update titles, dates, terminology, references, errors and/or omissions as determined through the negotiation process. Remainder of current collective bargaining agreement to remain in force, unless agreement to change or modify as determined through the negotiation process.

CSEA reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

**La Habra City School District
Initial Proposal for Successor Negotiations with
California School Employees Association and its
La Habra Chapter 135**

August 11, 2022

The La Habra City School District and the California School Employees Association (CSEA and its Chapter 135) are parties to a Collective Bargaining Agreement for the term from July 1, 2019 through June 30, 2022.

The District is looking forward to interest based bargaining with the California School Employees Association for a new three-year successor agreement. Included within the negotiations will be Article 8 pertaining to Salary Schedule and Employee Benefits. The District also proposes to negotiate the effects of automating the District's payroll system for classified unit members.

The District reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by CSEA.

La Habra City School District

To: Board of Trustees
From: Gina Cosylion, Executive Assistant to Superintendent
Date: August 11, 2022
CC: Superintendent
Re: First Reading of Select Board Policy

Background:

La Habra City School District has existing policies in place, but on occasion, certain policies need to be updated and/or new policies need to be adopted using California School Board Association's (CSBA) samples.

Rationale:

Due to changes and updates to the law, below are recommended updates and/or new policy for our District:

NEW Board Policy 3515 – Campus Security

The Board of Education is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting District property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goals and objectives of the District's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Recommended Action:

It is requested that the Board of Trustees review the new/updated Board Policy.

Financial Implication, if any:

None.

La Habra City ESD

Board Policy

Campus Security

3515 BP

The Board of Education is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting District property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goals and objectives of the District's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. [0450](#) - Comprehensive Safety Plan)

Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the District achieve its goals for campus security. In consultation with the safety planning committee and relevant staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the District's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)

(cf. 5145.12 - Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

To the extent that any images from the District's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed,

retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Policy LA HABRA CITY SCHOOL DISTRICT

1st reading: August 11, 2022

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Associate Superintendent/Human Resources
Date: August 11, 2022
CC: Superintendent
Re: Continuance of Temporary Increase in Substitute Teacher Rate of Pay

Background:

Due to the pandemic, districts all across California continue to struggle to secure Substitute Teachers. Last year, La Habra City School District (LHCSD) temporarily increased our sub pay rates in order to attract and retain qualified substitute teachers. This increase was Board approved through the end of the 2021-2022 school year.

Rationale:

Our community continues to deal with the effects of the latest Covid-19 surges. With the uncertainty of how this will affect our staff and their absence coverage, LHCSD would like to extend the increased substitute pay rates through December 31, 2022.

Recommended Action:

Trustees are requested to approve the extension of the temporary increase in the daily and long-term substitute teacher rates of pay. (Rates will return to pre-pandemic rates in January, 2023.)

Financial Implications, if any:

\$200.00/daily rate

\$100.00/half-day rate

\$215.00/long-term rate

La Habra City School District

To: Board of Trustees

From: Sheryl Tecker, Ed.D., Associate Superintendent/Human Resources

Date: August 11, 2022

CC: Superintendent

Re: Adjustment to Administration and Confidential Salary Schedules

Background:

The Administration and Classified Confidential salary schedules need to be updated to reflect the most current changes in salary and classification.

The Superintendent salary range will reflect the current contract beginning July 1, 2022.

The Administrative Assistant salary and range has been updated to reflect the change to a confidential position.

Rationale:

The District updates salary schedules on an as-needed basis.

Recommended Action:

Trustees are requested to approve the revised salary schedule for Administrative and Classified Confidential employees.

Financial Implications, if any:

Approximately \$15,000 annually.

LA HABRA CITY SCHOOL DISTRICT
2022-2023 ADMINISTRATION SALARY SCHEDULE

EFFECTIVE JULY 1, 2021

(2020-21 Salary Schedule + 4.0)

Position	Duty Days	STEP 1 Annual	STEP 2 Annual	STEP 3 Annual	STEP 4 Annual	STEP 5 Annual	STEP 6 Annual	STEP 7 Annual	10 YEARS (plus \$1,000) Annual	15 YEARS (plus \$1,500) Annual
1	201	116,186	118,373	120,555	122,744	124,930	127,132	129,004	130,004	131,504
2	206	119,557	121,769	123,988	126,218	128,447	130,660	132,584	133,584	135,084
3	215	129,085	130,982	132,907	134,860	136,845	138,859	140,903	141,903	143,403
4	206	136,015	138,263	140,486	142,746	144,997	147,188	149,360	150,360	151,860
5	215	144,555	146,684	148,844	151,040	153,266	155,527	157,820	158,820	160,320
6	230	165,680	167,673	170,142	172,650	175,196	177,779	180,403	181,403	182,903
7	230	168,605	171,143	173,716	176,332	179,014	181,729	184,412	185,412	186,912
8	230	177,035	179,472	182,402	185,149	187,966	190,815	193,632	194,632	196,132
9	246	265,000	270,300	275,706	281,220	286,845	292,581	298,433		

Position

- 1 Psychologist
- 2 Assistant Principal, School Readiness Coordinator
- 3 Program Specialist
- 4 Principal, Coordinator Early Learning
- 5 Director of Program and Assessments, Director of Communication and Special Programs
- 6 Administrative Director of Special Education and Student Services
- 7 Assistant Superintendent of Educational Services, Assistant Superintendent of Special Education and Student Services
- 8 Associate Superintendent of Human Resources
- 9 Superintendent

An earned doctorate receives 2% on annual salary for positions 1 - 8

* Position 2 includes Elementary Assistant Principal

*Pending Board Approval

LA HABRA CITY SCHOOL DISTRICT
2022-2023 SUPERVISORY/CONFIDENTIAL SALARY SCHEDULE
 EFFECTIVE JULY 1, 2021
 (2020-2021 Salary Schedule + 4%)

SUPERVISORY SALARY SCHEDULE

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		8 YEARS		10 YEARS		15 YEARS		20 YEARS		25 YEARS	
60	4,571	25.972	4,800	27.273	5,040	28.636	5,290	30.057	5,558	31.580	5,833	33.142	5,950	33.807	6,066	34.466	6,183	35.131	6,533	37.119	6,708	38.114
61	5,081	28.869	5,338	30.330	5,606	31.852	5,884	33.432	6,179	35.108	6,486	36.852	6,616	37.591	6,745	38.324	6,875	39.063	7,264	41.273	7,459	42.381
62	5,662	32.170	5,946	33.784	6,243	35.472	6,554	37.239	6,882	39.102	7,227	41.063	7,372	41.886	7,516	42.705	7,661	43.528	8,094	45.989	8,311	47.222
63	6,225	35.369	6,536	37.136	6,864	39.000	7,205	40.938	7,566	42.989	7,945	45.142	8,104	46.045	8,263	46.949	8,422	47.852	8,898	50.557	9,137	51.915
64	6,841	38.869	7,183	40.813	7,542	42.852	7,920	45.000	8,315	47.244	8,733	49.619	8,908	50.614	9,082	51.602	9,257	52.597	9,781	55.574	10,043	57.063
65	7,524	42.750	7,901	44.892	8,296	47.136	8,709	49.483	9,144	51.955	9,602	54.557	9,794	55.648	9,986	56.739	10,178	57.830	10,754	61.102	11,042	62.739
66	8,278	47.034	8,690	49.375	9,126	51.852	9,582	54.443	10,060	57.159	10,562	60.011	10,773	61.210	10,984	62.409	11,196	63.614	11,829	67.210	12,146	69.011
67	9,104	51.727	9,559	54.313	10,038	57.034	10,538	59.875	11,067	62.881	11,618	66.011	11,850	67.330	12,083	68.653	12,315	69.972	13,012	73.932	13,361	75.915
68	10,015	56.903	10,513	59.733	11,042	62.739	11,593	65.869	12,171	69.153	12,780	72.614	13,036	74.068	13,291	75.517	13,547	76.972	14,314	81.330	14,697	83.506
69	11,018	62.602	11,566	65.716	12,145	69.006	12,752	72.455	13,389	76.074	14,057	79.869	14,338	81.466	14,619	83.063	14,900	84.659	15,744	89.455	16,166	91.852
70	12,118	68.852	12,722	72.284	13,361	75.915	14,029	79.710	14,728	83.682	15,464	87.864	15,773	89.619	16,083	91.381	16,392	93.136	17,320	98.409	17,784	101.045
71	13,209	75.051	13,867	78.790	14,563	82.744	15,291	86.881	16,054	91.216	16,855	95.767	17,192	97.682	17,529	99.597	17,866	101.511	18,878	107.261	19,383	110.131

RANGE

- 62 Custodial & Operations Lead
 63 *Extended Care Supervisor, Supervisor of Maintenance & Operations, *Supervisor of Purchasing/Warehouse, Supervisor of Transportation Operations
 64 *Executive Assistant to the Superintendent
 65 Director of Transportation
 67 *Director of Classified Personnel/Insurance Supervisor, **Director of Nutrition Services, *Director of Fiscal Services, Director of Construction, Maintenance, Operations, & Facilities,
 70 **Chief Technology/Public Information Officer
 71 *Assistant Superintendent of Business Services

* Monthly mileage allowance \$100
 ** Monthly mileage allowance \$200

CONFIDENTIAL SALARY SCHEDULE

RANGE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		8 YEARS		10 YEARS		15 YEARS		20 YEARS		25 YEARS	
50	4,141	23.528	4,336	24.636	4,543	25.813	4,758	27.034	4,985	28.324	5,224	29.682	5,328	30.273	5,433	30.869	5,537	31.460	5,851	33.244	6,008	34.136
51	4,347	24.699	4,553	25.869	4,769	27.097	4,984	28.318	5,234	29.739	5,483	31.153	5,593	31.778	5,702	32.398	5,812	33.023	6,141	34.892	6,305	35.824
52	4,975	28.267	5,212	29.614	5,462	31.034	5,724	32.523	6,001	34.097	6,288	35.727	6,414	36.443	6,540	37.159	6,665	37.869	7,043	40.017	7,231	41.085
53	5,214	29.625	5,464	31.045	5,726	32.534	6,002	34.102	6,289	35.733	6,593	37.460	6,725	38.210	6,857	38.960	6,989	39.710	7,384	41.955	7,582	43.080
54	5,472	31.091	5,737	32.597	6,012	34.159	6,300	35.795	6,603	37.517	6,922	39.330	7,060	40.114	7,199	40.903	7,337	41.688	7,753	44.051	7,960	45.227

RANGE

- 51 Personnel Technician I
 52 Administrative Assistant, Personnel Technician II
 53 Administrative Secretary - Special Services (Attendance), Program Budget Analyst
 54 Senior Administrative Assistant

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: August 11, 2022
CC: Superintendent
Re: Authorization to “Piggyback” on Bid Award RFP 2021-04 Food Services Paper Products and Cleaning Supplies

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 Beach Cities Nutrition Services Cooperative has extended RFP 2021-04 Paper Products and Cleaning Supplies to P&R Paper Supply Company, Inc., for the 2022-2023 school year. The original term of the contract was July 1, 2021 to 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 2021-04 Food Services Paper Products and Cleaning Supplies.

Rationale:

Nutrition Services has utilized this piggyback option in the past and recommends P&R Paper Supply Company, Inc., to distribute paper products and cleaning supplies to our school kitchens. P&R Paper Supply extends the piggyback option for the current school year and extends pricing effective July 1, 2022 through June 30, 2023, in accordance with the same terms and conditions. Utilizing this option provides competitive pricing for the District.

Recommended Action:

It is recommended that the governing Board approve the piggyback option of RFP 2021-04 Food Services Paper Products and Cleaning Supplies, awarded to P&R Paper Supply Company, Inc., for the 2022-2023 school year. The bid is sponsored by the Placentia-Yorba Linda Unified School District, acting on behalf of the Beach Cities Nutrition Services Cooperative.

Financial Implications, if any:

It is estimated that the 2022-2023 annual purchase of Food Services Paper Products and Cleaning Supplies will be \$90,000. Funds are available in the Nutrition Services Fund account.

La Habra City School District

To: Board of Trustees
From: Manuel Tafoya, Supervisor of Purchasing and Stores
Date: August 11, 2022
CC: Superintendent
Re: Genesis Floor Covering Inc. CMAS 4-22-04-1002 and 4-22-05-1027 for Flooring Materials and Related Services

Background:

Public Contract Code Sections 10298 & 10299 authorizes school districts to contract, without further competitive bidding, with suppliers awarded State of California Department of General Services (DGS) contracts, master agreements, multiple awards schedules or cooperative agreements, including agreements with entities outside the state which have a California Participating Addendum. The California Multiple Award Schedules (CMAS) program offers contracts with a wide variety of commodity, non-IT services and information technology products and services. These CMAS contracts are based on a previously existing bid and awarded Federal GSA multiple award schedule for the same product and/or service, at a price that is equal or lower with added State of California contract terms and conditions, procurement codes, policies and guidelines.

Rationale:

The District has an ongoing need to purchase flooring materials and associated services for repairs, replacements and construction projects. Genesis Floor Covering Inc. has available two awarded CMAS contracts for flooring materials and related installations as listed below. Staff is requesting a delegation of authority for the Superintendent or designee to approve purchases utilizing these CMAS contracts as needed.

CMAS 4-22-04-1002 for the term 04-04-22 through 10/11/23

CMAS 4-22-05-1027 for the term 05/11/22 through 11/04/22

Recommended Action:

It is recommended that the Board find 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 CMAS contracts, inclusive of future contract renewals.

Financial Implication, if any:

Expenditures will be made from site and program budgets and purchase orders will be submitted to the Superintendent or designee for approval. This is not a request for any additional budgetary appropriation.

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent of Business Services
Date: August 11, 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. The District also commits funds as necessary for future operation costs and fiscal stability. The District committed balances may change when there are significant budget revisions.

Recommended Action:

The District is recommending the Board of Education adopt Resolution #10-2022 in order to conform with State Board of Education pursuant to Education Code section 33127.

Financial Implications, if any:

None.

La Habra City School District
RESOLUTION 10-2022
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 District will commit all funds above the State threshold of 10% as necessary for future General Fund expenditures that are necessary for future operational needs, to maintain student services, and provide District stability.
3. 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 August 11, 2022 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Education

Clerk, Board of Education

2022-23 Adopted Budget Commitment Revision

2022-23	Combined General Fund				
	Adopted Budget Ending Fund Balance	Revised Adopted Budget Ending Fund Balance	45-Day Revision Ending Fund Balance	Changes From Adopted Budget to Revised Adopted Budget	Changes From Revised Adopted Budget to 45 Day Revision
BEGINNING BALANCE	\$ 21,368,207	\$ 21,368,207	\$ 21,368,207	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 23,340,503	\$ 23,340,503	\$ 35,007,875	\$ -	\$ 11,667,372
COMPONENTS OF ENDING BALANCE:					
Nonspendable Reserves (9711-9719)	\$ 115,000	\$ 115,000	\$ 115,000	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,036,218	\$ 2,036,218	\$ 12,235,006	\$ -	\$ 10,198,788
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ 9,755,986	\$ 14,220,723	\$ 15,024,208	\$ 4,464,737	\$ 803,485
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ 2,090,569	\$ 2,090,569	\$ 2,290,098	\$ -	\$ 199,529
Unassigned/Unappropriated (9790)	\$ 9,342,730	\$ 4,678,464	\$ 5,343,563	\$ (4,664,266)	\$ 665,099

La Habra City School District

To: Board of Trustees
From: Arlene Magana, Director of Fiscal Services
Date: August 11, 2022
CC: Superintendent
Re: Authorization of Approval of Vendor Claims/Orders

Background:

Pursuant Education Code sections 42630-34/85230-34 designate the Superintendent and any other named designee be authorized to execute and approve Vendor Claims/Orders issued by the County Office of Ed.

Rationale:

Due to changes and updates to staff, it is necessary to have a current authorized list of approvers.

Recommended Action:

It is recommended that the Board of Trustees approve the newly updated list of authorized approvers for Vendor Claims/Orders.

Financial Implications, if any:

None.

Resolution No. 11-2022

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

La Habra City School District

I, Ofelia Hanson, Clerk of the Governing Board of the above named District Office of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 11th day of August, 2022, adopted by a majority vote of said Board, a board action/resolution stating that the following named person(s) be authorized to approve vendor payments **electronically** effective August 12, 2022 ; and that all previous authorizations for approval are rescinded. This board action/resolution further states that when this authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code sections 42630-34/85230-34.

TYPED NAME

SIGNATURE

Dr. Mario A. Carlos

Dr. Sheryl Tecker

Dr. Marcie Poole

Christeen Betz

Arlene Magana

CLERK OF THE BOARD

August 11, 2022

DATE

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent, Business Services
Date: August 11, 2022
CC: Superintendent
Re: 45-Day Budget Revision 2022-23

Background:

On June 30, 2022, Governor Gavin Newsom signed the 2022-23 State Budget package into law.

California Education Code 42127 (h) states that not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act. The District will be increasing revenues and expenditures in the budget to account for the increase of State funding.

Rationale:

Approve the increase in revenues and expenditures as recommended by California Education Code 42127 (h).

Recommended Action:

Approve the projected increases to revenues and expenditures.

Financial Implication, if any:

None.

La Habra City School District 45 Day Revision of the 2022-23 Annual Budget

On June 27, 2022, Governor Gavin Newsom signed the 2022-23 State budget. The budget maintained several proposals that were included in the May Revision; however, many changes have been incorporated in the final state budget.

The following are the major K-12 funding provisions in the 2022-23 state budget:

- Cost-of-living adjustment (COLA) remains at 6.56% for the Local Control Funding Formula (LCFF)
- LCFF base grant is increased by 6.28%
- Amends the LCFF calculation to allow school districts to utilize the greater of current year, prior year, or the average of the most recent three prior years' ADA
- Amends the 2021-22 LCFF calculation to utilize the greater of 2021-22 ADA or the 2019-20 attendance rate applied to 2021-22 enrollment for all classroom-based LEAs that met specified independent study requirements
- Transitional Kindergarten (TK) add-on to the LCFF is \$2,813 for 2022-23, and will be adjusted annually by the COLA
- \$7.9 billion to establish the Learning Recovery Emergency Block Grant to be allocated to all LEAs based on unduplicated pupil counts
- \$3.5 billion to establish the Arts, Music, and Instructional Materials Discretionary Block Grant to be allocated to all LEAs on a per-pupil basis
- Full funding of \$4 billion for the Expanded Learning Opportunities Program (ELO-P) with changes to the calculation of funds, offering, and access requirements
- Special education base rate increase to \$820 per pupil
- Home-to-school transportation funding equal to 60% of expenditures reported in the prior year
- \$1.2 billion to implement universal meals, plus \$600 million for kitchen infrastructure grants

Based on review of the State Budget, the attached budget summary contains revisions to our budget based up Education Code section 42127(h):

Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.

2022-23 Multi-Year Projection 45 Day Revision	Projection 2022-23	Projection 2023-24	Projection 2024-25
Beginning Fund Balance	21,368,207	35,007,875	38,562,916
Audit Adjustments	-	-	-
Revised Fund Balance	21,368,207	35,007,875	38,562,916
Adopted Budget Revenues	71,657,916	72,323,429	71,402,676
LCFF Base Grant Increase 6.28%	1,468,584	1,558,682	1,581,541
Learning Recovery Emergency Block Grant	7,477,696		
Arts, Music, and Instruc Matarials Disc Block Grant	2,721,092		
Expanded Learning Opportunities Program	6,650,989	6,650,989	6,650,989
45 Day Revision Adjusted Revenues	89,976,277	80,533,100	79,635,206
Adopted Budget Expenses	69,685,620	70,327,070	70,917,933
Expanded Learning Opportunities Program	6,650,989	6,650,989	6,650,989
45 Day Revision Adjusted Expenses	76,336,609	76,978,059	77,568,922
Surplus/Deficit Spending	13,639,668	3,555,041	2,066,284
Projected Ending Fund Balance	35,007,875	38,562,916	40,629,201
<i>Restricted Resources</i>			
Learning Recovery Emergency Block Grant	7,477,696	7,477,696	7,477,696
Arts, Music, and Instruc Matarials Disc Block Grant	2,721,092	2,721,092	2,721,092
All other Restricted Resources	2,036,218	289,501	578,306
<i>Total Restricted Resources</i>	12,235,006	10,488,289	10,777,094
Nonspendable	115,000	115,000	115,000
<i>Committed Funds</i>			
District Standard Reserve	10,687,125	10,776,928	10,859,649
All Other Commitments	4,337,083	9,484,893	11,120,565
<i>Total Committed Funds</i>	15,024,208	20,261,821	21,980,215
<i>Unappropriated Reserves</i>			
3% State Mandated Reserve	2,290,098	2,309,342	2,327,068
Unassigned	5,343,563	5,388,464	5,429,825
<i>Unappropriated Reserves Total</i>	7,633,661	7,697,806	7,756,892
Total Reserves Including Committed	22,657,869	27,959,627	29,737,107

2022-23	Combined General Fund				
	Adopted Budget Ending Fund Balance	Revised Adopted Budget Ending Fund Balance	45-Day Revision Ending Fund Balance	Changes From Adopted Budget to Revised Adopted Budget	Changes From Revised Adopted Budget to 45 Day Revision
BEGINNING BALANCE	\$ 21,368,207	\$ 21,368,207	\$ 21,368,207	\$ -	\$ -
CURRENT-YEAR ENDING BALANCE	\$ 23,340,503	\$ 23,340,503	\$ 35,007,875	\$ -	\$ 11,667,372
COMPONENTS OF ENDING BALANCE:					
Nonspendable Reserves (9711-9719)	\$ 115,000	\$ 115,000	\$ 115,000	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,036,218	\$ 2,036,218	\$ 12,235,006	\$ -	\$ 10,198,788
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ 9,755,986	\$ 14,220,723	\$ 15,024,208	\$ 4,464,737	\$ 803,485
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ 2,090,569	\$ 2,090,569	\$ 2,290,098	\$ -	\$ 199,529
Unassigned/Unappropriated (9790)	\$ 9,342,730	\$ 4,678,464	\$ 5,343,563	\$ (4,664,266)	\$ 665,099