



 *La Habra City  
School District*

## BOARD OF EDUCATION - REGULAR MEETING

### AGENDA

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

Thursday, April 13, 2023 06:00 PM

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

**5:00 p.m. - Closed Session**

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

#### **1. Work/Study Session**

**Start time:** 04:00 PM

Dr. Mario Carlos will discuss the District's goals and objectives with the Board of Trustees.

#### **2. Formal Call to Order**

**Start time:** 05:00 PM

#### **3. Adjourn to Closed Session**

#### **4. Closed Session**

- a. Public Employee Discipline/Dismissal/Release/Personnel Matters  
Government Code Sections 54954.5(d), 54957
- b. Expulsion Hearing Recommendations for Students #1212653  
Government Code Section 54962

#### **5. Second Call to Order**

**Start time:** 06:00 PM

- Welcome
- Pledge of Allegiance

#### **6. Report from Closed Session**

#### **7. Action Item: Adoption of Agenda**

**(Action)**

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

8. Action Item: Approval of Minutes of the Regular Meeting of March 9, 2023 (Action)

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

9. Correspondence: Clerk of the Board

10. Public Interest

- Las Lomas Elementary School student presentation
- Classified "Employee" of the Year Recognition
- Teacher of the Year Recognition

11. Public Comment

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

12. CONSENT CALENDAR (Action)

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

a. EDUCATIONAL SERVICES (Consent Agenda)

1. Contract Reports - Educational Services/Special Education

[Educational Services Contracts \(p. 5\)](#)

[Special Education Contracts \(p. 7\)](#)

2. Staff Development

[Staff Development \(p. 8\)](#)

3. Memberships

[Memberships \(p. 11\)](#)

4. University Agreements

[Loma Linda \(p. 12\)](#)

b. BUSINESS SERVICES (Consent Agenda)

1. Expenditures Report

[Expenditures \(p. 23\)](#)

2. Field Contracts

[Field Contracts \(p. 24\)](#)

3. Surplus

[Surplus Equipment \(p. 26\)](#)

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

[Separations \(p. 27\)](#)

[New Hires \(p. 29\)](#)

2. Change of Status

[Change of Status \(p. 31\)](#)

13. GENERAL MATTERS

a. Information Item: Approve Resolution #1-2023 - Staff Appreciation Week

(Action)

Recommend the Board of Trustees adopt Resolution #1-2023 establishing May 15-19, 2023 as Staff Appreciation Week.

Motion \_\_\_\_\_

Second \_\_\_\_\_

Roll Call \_\_\_\_\_

[Resolution 1-2023 Staff Appreciation Week \(p. 32\)](#)

b. Information Item: First Reading of Select Board Policies

(Information)

Trustees will review a first reading of new/revised Board Policies per California School Board Association recommendation for: Board Policy 3555 - Nutrition Program Compliance, Exhibit (1) 3555 - Nutrition Program Compliance, Board Policy 4030 - Nondiscrimination in Employment, BP 6177 - Summer Learning Programs, and Bylaw 9321 - Closed Session.

[Board Policies Memo - 1st Reading \(p. 33\)](#)

[Exhibit 3555-E\(1\) - Nutrition Program Compliance \(p. 35\)](#)

[Policy 3555 - Nutrition Program Compliance \(p. 36\)](#)

[Policy 4030 - Nondiscrimination In Employment \(p. 39\)](#)

[Policy 6177 - Summer Learning Programs Final \(p. 43\)](#)

[Bylaw 9321 - Closed Session \(p. 45\)](#)

14. INSTRUCTION AND PERSONNEL

a. Action Item: Approve a New Classified Job Description – Bus Driver/Instructor

(Action)

Recommend the Board of Trustees approve a New Classified Job Description – Bus Driver/Instructor.

Motion \_\_\_\_\_

Second \_\_\_\_\_

Board Action \_\_\_\_\_

[New Classified Job Description Memo \(p. 51\)](#)

[New School Bus Driver-Driver Instructor \(p. 52\)](#)

b. Action Item: Early Retirement Request

(Action)

Recommend the Board of Trustees approve the Classified Early Retiree request.

Motion \_\_\_\_\_

Second \_\_\_\_\_

Board Action \_\_\_\_\_

[Early Retiree \(p. 55\)](#)

## 15. BUSINESS MATTERS

### a. Action Item: La Habra City School District's Initial Proposal

(Action)

Recommend the Board of Trustees approve the La Habra City School District's Initial Contract Proposal to the La Habra Education Association.

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

[Initial Proposal LHEA \(p. 56\)](#)

### b. Action Item: La Habra Education Association's Initial Proposal

(Action)

Recommend the Board of Trustees approve the La Habra Education Association's Initial Proposal to the La Habra City School District.

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

[LHEA Sunshine Letter \(p. 57\)](#)

## 16. Board/Superintendent Comments:

## 17. Adjournment

Motion\_\_\_\_\_

Second\_\_\_\_\_

Board Action\_\_\_\_\_

## 18. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for May 11, 2023 at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

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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

### Board of Education

OFELIA HANSON, *President*  
EMILY PRUITT, *Clerk/Vice-President*  
SUE PRITCHARD, Ph.D., *Member*  
ADAM ROGERS, *Member*  
CYNTHIA AGUIRRE, *Member*

MARIO A. CARLOS, Ed.D., *Superintendent*

### REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Agreement to provide art and science enrichment for summer BRIDGE	Ladera Palma, Las Lomas, Arbolita, Walnut	6/1/2023	6/30/2023	Laurelinda Hauksson dba Parker-Anderson Enrichment Orange County	\$130,000.00	ELOP
Agreement to provide workshop centered around visual arts and theater	Imperial	4/22/2023	4/22/2023	Pacific Symphony Arts-X-Press	\$1,500.00	ELOP
Agreement to support educators to strengthen their practice and potential with job-embedded training, consulting services, and coaching	District	7/1/2023	6/30/2024	CollaborativeEdu	\$132,000.00	Title II, ELOP
<b><u>RATIFICATION</u></b>						
Amendment to agreement to provide a Licensed Marriage and Family Therapist (LMFT) to the District's COMPASS program	District	1/1/2023	6/1/2023	Congruent Lives	\$88,865.00	General Fund
Agreement to provide enrichment classes including LEGO engineering	Walnut	3/6/2023	6/30/2023	Moving Mindz, LLC	\$4,000.00	Esser II
Agreement to provide consulting services and materials for the professional development of teachers in Thinking Maps Training of Trainers	District	1/11/2023	3/31/2023	Thinking Maps, Inc.	\$7,500.00	EEB Grant

**Board Approved: April 13, 2023**



## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

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### 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 facilitate the collaboration, access and service to implement the Orange County QRIS program and satisfy grant requirements	District	7/1/2022	6/30/2023	Orange County Department of Education	\$1,000.00	Grant
Amendment to agreement FCI-SD4-13 School District Services, to modify budget	District	7/1/2021	6/30/2023	Orange County Children & Families Commission	N/A	N/A
Amendment to agreement FCI-EN-04 OC Reads, to modify budget	District	7/1/2022	7/30/2023	Orange County Children & Families Commission	N/A	N/A

Board Approved: April 13, 2023



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CYNTHIA AGUIRRE, *Member*

MARIO A. CARLOS, Ed.D., *Superintendent*

### REQUEST FOR APPROVAL OF SPECIAL EDUCATION SERVICE CONTRACTS

Approval of the following contract(s) will provide services to students with exceptional needs per Education Code 56157 and 56365-56366.7 on the basis of each pupil's Individualized Education Program (IEP).

Contract Agency: Del Sol School  
5400 Myra Ave.  
Cypress, CA 90630

Student	Services Provided	Start Date	End Date	Rate	Max. Sessions	Contract Amount
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### RATIFICATION

#1218840	Education Program	3/27/2023	5/26/2023	\$ 234.00	40	\$ 9,360.00
	Behavior Intervention	3/27/2023	5/26/2023	\$ 95.00	3	\$ 285.00
	Education Program (Extended School Year)	6/12/2023	6/30/2023	\$ 234.00	12	\$ 2,808.00
TOTAL						\$ 12,453.00

BOARD APPROVED: April 13, 2023

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

<b>GENERAL PROGRAM</b>	<b>LOCATION</b>	<b>DATE</b>	<b>OVERVIEW</b>	<b>ATTENDEE(S)</b>	<b>ESTIMATED EXPENSE</b>	<b>FUNDING SOURCE</b>
CA Statewide Homeless Education	San Diego	4/26 - 4/28/2023	To learn how to better support our students and families experiencing homelessness	Cammie Nguyen	\$1,680.00	ARP
Champions for Merit Leadership	Virtual	Various dates between 2/22 and 12/31/2023	Mentorship program for directors of merit system districts	Danelle Bautista	\$800.00	Personnel Commission
Hatching Results Professional Learning	Virtual	3/2/2023	To gain skills necessary to develop a comprehensive counseling program	Alyssa Campos Heidi Quirk Elaine Young Emily Rolon Alyssa Martinez Andrea Ramirez Julie Cruz	\$1,750.00	EEBG
Coalition for Adequate School Housing Academy	Sacramento and Ontario	Various dates between 3/1 and 6/30/2023	School facilities leadership academy	Ken Powers	\$8,793.00	Unrestricted
The Community Interpreter	Costa Mesa	3/27 - 3/31/2023	Interpreter training	Nataly Tejeda-Duran	\$975.00	EEBG
SACS 101	Virtual	4/11/2023	SACS Reporting tools required by the state	Arlene Magana Carrie Aponte Rick Bunyard Jami Lopez Michele Mendoza Daniel Hernandez	\$275.00	Unrestricted
Spring CUE 2023 Conference	Palm Springs	3/16 - 3/18/2023	To learn the most current Education Technology strategies	Jody Green Wendy Miller	\$1,855.00	S&C



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

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
CABE Conference	Long Beach	3/22 - 3/24/2023	Learn more about the biliteracy development and instruction	Lisaira Estrada Brenda Valencia	\$1,235.00	Title I
PAL Advisor Training	Costa Mesa	3/8 - 3/9/2023	Continued professional development for PAL program	Andrea Ramirez	\$570.00	Learning Recovery
Conversations That Matter	San Diego	6/12 - 6/14/2023	Leadership Associates Summer Institute	Mario Carlos Marcie Poole	\$1,555.00	EEBG
No Excuses University Conference	Las Vegas	6/26 - 6/27/2023	Support Sierra Vista school focus	Anna Rosales Shauhna Feitlin Tamara Warfield Oralia Birakos Brittany Contreras June Gualano Regina Evans Lynn Kim Rosa Vera Amy Van Cleave Arlene Aranda Cindy Hsu Michelle Sherman June Jeong	\$15,870.00	ESSER II
CASBO Year-End Closing Training	Virtual	4/18/2023	Training on year-end closing procedures	Arlene Magana Carrie Aponte Rick Bunyard Jami Lopez Michele Mendoza Daniel Hernandez	\$215.00	Unrestricted
SACS Advanced Concepts	Virtual	4/27/2023	Part II of SACS Advanced Concepts	Arlene Magana Carrie Aponte Rick Bunyard Jami Lopez Michele Mendoza Daniel Hernandez	\$255.00	Unrestricted

**Board Approved: April 13, 2023**

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

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
Local Bond and Parcel Tax Elections	Virtual	3/16 - 3/17/2023	To prepare for and conduct local bond and parcel tax elections	Ken Powers	\$140.00	Unrestricted
CSEA Paraeducator Conference	Ontario	4/4 - 4/6/2023	To improve paraeducator knowledge and obtain additional training	Johanna Baez Amy Fierro Stephanie Diaz Jehan Benjamin Judith Ramirez Donielle Bunyard Sonia Grimaldo Maria Jarrin Alma Corral Bonita Silva Eva Fraidany	\$3,107.00	EEBG

La Habra City School District Memberships

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
Pesticide Applicators Professional Association (PAPA)	2023	\$50.00	Leandro Ascencio	S30P1646	0101-0000-0-5300- 0000-8200-450- 00000000

**CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS**

**BETWEEN**

**LOMA LINDA UNIVERSITY**

**AND**

**La Habra City School District**

**THIS AGREEMENT**, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **La Habra City School District** , hereinafter called "the Facility."

**WITNESSETH**

**THAT WHEREAS** the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

**WHEREAS** the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

**WHEREAS** the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

**1. RESPONSIBILITIES OF THE FACILITY**

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the assignment of students to specific cases and experiences, including selected conferences,

work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies, procedures and regulations which will govern the student's activities while at the

Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of

retesting for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

### **3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### **4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

### **5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other

insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **6. FACILITY INSURANCE AND INDEMNIFICATION**

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any



cancellation of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **7. NONDISCRIMINATION**

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

## **8. TERMINATION**

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

## **9. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

## **10. CONFIDENTIALITY**

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or

similar process or any law, rule, regulation or order. Failure to comply will result in the immediate termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

#### **11. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

#### **12. GENERAL**

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

#### **13. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,  
School of Allied Health Professions  
Loma Linda University  
Loma Linda, CA 92354

Facility:

La Habra City School District  
500 N. Walnut Street  
La Habra, CA 90631

**14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

*(Remainder of page intentionally left blank.  
Signatures of Parties appear on next page.)*

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** ("University") and **La Habra City School District** ("Facility").

University:

LOMA LINDA UNIVERSITY  
Nichol Hall, Room 1606  
Loma Linda, CA 92350

Facility:

La Habra City School District  
500 N. Walnut Street  
La Habra, CA 90631

By \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
President

Date: \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Craig R. Jackson, JD, MSW  
Dean  
School of Allied Health Professions

Date: \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Aieshea L. Banks, Ph.D., CCC-SLP  
SLPA Coordinator

Date: \_\_\_\_\_

# EXHIBIT A

**Cardiopulmonary Sciences:**

Emergency Medical Care  
Polysomnography  
Respiratory Therapy  
Cardiac Electrophysiology

**Clinical Laboratory Science:**

Clinical Laboratory Science  
Cytotechnology  
Phlebotomy

**Communicative Sciences and Disorders:**

Speech-Language Pathology  
Speech-Language Pathology Assistant

**Health Information Administration:**

Coding Specialist  
Health Information Systems  
Health Information Administration

**Nutrition and Dietetics:**

Nutrition and Dietetics  
Dietetic Technology

**Occupational Therapy:**

Occupational Therapy -  
Occupational Therapy Assistant

**Physical Therapy:**

Physical Therapy  
Physical Therapy Assistant

**Physician Assistant****Radiation Technology:**

Diagnostic Medical Sonography  
Medical Dosimetry  
Medical Radiography  
Nuclear Medicine Technology  
Radiation Sciences  
Radiation Therapy Technology  
Radiologist Assistant  
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging

Warrant Reports: February 23, 2023 – March 28, 2023

Approve warrants numbered 30-02199 through 30-092546 for the amount of \$2,042,893.80 as presented:

0101	General fund	\$1,674,583.22
1212	Child Development	\$358.36
1313	Nutrition Services	\$106,396.65
2129	Building Fd GO Bond S-2012E	\$258,859.02
2525	Capital Facilities	\$665.00
4040	Special Reserve FD for Capital Outlay	\$2,031.55
	<b>TOTAL</b>	<b>\$2,042,893.80</b>



## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

**Board of Education**  
 OFELIA HANSON, *President*  
 EMILY PRUITT, Clerk/Vice-President  
 SUE PRITCHARD, Ph.D., *Member*  
 ADAM ROGERS, *Member*  
 CYNTHIA AGUIRRE, *Member*

MARIO A. CARLOS, Ed.D., *Superintendent*

### REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
A-n-W Construction	Labor and materials to replace two 7' x 70' concrete walkways for ADA compliance	Washington	\$25,351.00
Century Paving	Labor and materials to saw cut, remove, repave and stripe 650 sf of asphalt	Washington	\$15,500.00
Century Paving	Labor and materials to apply two coats of asphalt sealant on 25,000 sf	Washington	\$7,000.00
Genesis Floor Covering	Labor and materials to remove existing flooring, grind concrete, prep and install new epoxy floor coating in locker rooms	Washington	\$45,395.00
Genesis Floor Covering	Labor and materials to prep and install LVT and base in locker rooms	Washington	\$23,689.61
Genesis Floor Covering	Labor and materials to remove existing flooring, prep, furnish and install new carpet, pad and base	Las Lomas	\$8,099.87
Genesis Floor Covering	Labor and materials to grind concrete surface, patch cracks, prep and install new epoxy floor coating	Transportation	\$45,906.00
Golden State Paving	Labor and materials to pave 100 sf area with asphalt	District Office	\$2,800.00
Golden State Paving	Labor and materials to build two staircases, framing and reinforce the ceiling	Maintenance Shop, Mechanic Shop	\$22,230.00
Luna Construction	Labor and materials to remove and replace damaged concrete areas in walkways, playground and pour concrete bike rack pad	Las Lomas, El Cerrito	\$7,530.00
MJ Wiretech	Labor and materials to furnish and install new wire mold	Washington	\$5,100.00
Rivera Painting Plus	Labor and materials to prep, prime and paint the inside and face of the boys and girls gym lockers	Washington	\$29,500.00
R&T Specialties	Labor and materials to install wall pocket tables and benches in MPR	Imperial	\$10,000.00
South Coast Industrial Door	Labor and materials to remove existing, furnish and install two new push up counter doors	Washington	\$12,070.00
South Coast Industrial Door	Labor and materials to remove and replace the service door	Maintenance Shop	\$11,640.00

**Board Approved: April 13, 2023**





## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

### Board of Education

OFELIA HANSON, *President*  
 EMILY PRUITT, Clerk/Vice-President  
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MARIO A. CARLOS, Ed.D., *Superintendent*

Tom's Plumbing & Drain Service	Labor and materials to install a water main line shut off valve	Walnut	\$1,850.00
Tom's Plumbing & Drain Service	Labor and materials to connect a new drain line	District Office	\$14,500.00
Tom's Plumbing & Drain Service	Labor and materials for emergency services to excavate a 6" cast iron pipe, camera, hydro-jet, descale and install 150' of Perma-Liner and an additional clean out	Walnut	\$16,500.00
Tom's Plumbing & Drain Service	Labor and materials to repair a gas line	Arbolita	\$2,850.00
Tom's Plumbing & Drain Service	Labor and materials to repair a sewer line	Sierra Vista	\$2,850.00
Turboscape, Inc.	Labor and materials to furnish and install 60 cubic yards of certified playground chips	Various	\$3,000.00
Weatherproofing Technologies	Labor and materials for various roof and gutter repairs	District Office	\$12,830.00
Weatherproofing Technologies	Labor and materials to repair the roof	Ladera Palma, Maintenance Shop	\$1,890.00
Williams Tree Service	Labor and materials to remove three trees	Sierra Vista, Las Positas	\$2,803.00
Williams Tree Service	Labor and materials to remove three trees and four stumps	Washington, Las Positas	\$7,702.00
Wolverine Fence	Labor and materials to remove and replace drinking fountain railings at two locations	Las Lomas	\$3,300.00
Wolverine Fence	Labor and materials to furnish and install parking bollards and blocks, privacy slats in chain link and fence removals and repairs	Washington	\$14,650.00
3-D Door Company	Labor and materials to furnish and install five new hollow metal doors, frame and finish hardware	Transportation	\$24,975.00

**Board Approved: April 13, 2023**

## La Habra City School District

**To:** Board of Trustees  
**From:** Jack Alayu, Network Specialist  
**Date:** April 13, 2023  
**CC:** Superintendent  
**Re:** Surplus Equipment

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### Background:

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

Equipment Type	Total	Equipment Type	Total
Cisco Phones	3	Laser Jet Printer	19
Dell Monitors	14	Document Camera	4
HP Printer	5	Dell Desktop	61
Dell Printer	2	Canon Printer	1
HP Monitor	5	Dell Laptop	7
Dell Chromebook	1	Dell charger	1
iPad 7th Gen	1	DVD/VCR player	4
Samsung Monitor	2	Hitachi Projector	2
Speakers	2	Speaker Stands	2
TV	3	Monitors	45
Keyboard	1	Badge Printer	1

### Rationale:

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

### Recommended Action:

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

### Financial Implications, if any:

None.

## La Habra City School District

**To:** Board of Trustees

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

**Date:** April 13, 2023

**CC:** Superintendent

**Re:** Separations

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

*Cabrera, Isabella I A III-SE/Behavior Imperial	10/3/2022	Resignation	2/24/2023
Padilla, Edgar Info Svcs Tech I Imperial	10/25/2022	Resignation	4/7/2023

### **CERTIFICATED**

Cooper, Teri 4 <sup>th</sup> /5 <sup>th</sup> grade Teacher Walnut	8/31/1999	Early Retirement	6/1/2023
Garcia, Ellen 5 <sup>th</sup> grade Teacher Walnut	9/26/1988	Early Retirement	6/1/2023
Jeong, June 4 <sup>th</sup> grade Teacher Sierra Vista	8/8/2022	Temp Contract Ended	6/1/2023
Ornelas, Gregory RSP Teacher Imperial	8/28/2001	Early Retirement	6/1/2023
Smith, Cynthia Kinder Teacher Arbolita	9/18/1991	Early Retirement	6/1/2023
Sykes, Robert PE Teacher Imperial	10/2/1986	Early Retirement	6/1/2023

## La Habra City School District

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
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### **CERTIFICATED (continued)**

Tong, Alyson RSP Teacher District Office	1/10/2023	Temp Contract Ended	6/1/2023
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### **ADMINISTRATION**

Sandoval, April Psychologist District Office	8/24/1999	Early Retirement	6/16/2023
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\*Will continue to work in substitute status

**Board Approved: April 13, 2023**

## 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:** April 13, 2023

**CC:** Superintendent

**Re:** Ratification of New Employees

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

*Alvarado, Maria I A I-Sp Ed Las Positas	Probationary	17-1	\$18.36/hour	2/23/2023
Arroyo, Roxana I A I-Sp Ed El Cerrito	Probationary	17-1	\$18.36/hour	2/21/2023
**De Franco, Michael IST-I Washington	Probationary	25-1	\$22.36/hour	3/16/2023
Lagos, Alicia I A I-Sp Ed Las Lomas	Probationary	17-1	\$18.36/hour	3/6/2023
Matias, Mary Extended Care Worker Las Positas/IMS	Probationary	4-3	\$18.11/hour	3/13/2023
**Mendoza, Michele Accounting Tech II District Office	Probationary	29-2	\$4,564/month	3/1/2023
**Pena, Eric Day Custodian Walnut	Probationary	27-2	\$4,340/month	3/27/2023
Ramirez, Jasmine I A I-Sp Ed Las Positas	Probationary	17-2	\$19.26/hour	2/21/2023
***Romero, Marie Student Supervisor Washington	Permanent	Student Supervisor	\$15.50/hour	2/27/2023

## La Habra City School District

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

Steele-Henderson, Rebeca Extended Care Worker El Cerrito	Probationary	4-1	\$16.43/hour	3/10/2023
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### **ADMINISTRATION**

Tsou, Nicole Interim Program Specialist District Office	Interim	3-1	\$636.42/day	4/10/2023
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\*Promoted from another position

\*\*Previously substitute status

\*\*\*Rehire

**Board Approved: April 13, 2023**

## La Habra City School District

**To:** Board of Trustees  
**From:** Danelle Bautista, Director of Classified Personnel/Insurance Supervisor  
**Date:** April 13, 2023  
**CC:** Superintendent  
**Re:** Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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### **CLASSIFIED**

Escobar, Alexis Bus Driver Transportation	Hours	5.75/day	6.25/day
Garcia, Marisol Bus Driver Transportation	Hours	5.75/day	8/day
Rosales, Jaleesa Student Supervisor Las Positas	Hours	3.5/day	4/day
*Serrato, Valeria I A I-Sp Ed Walnut	Hours Location	5.5/day Early Learning	4/day Walnut
Stein, Kacy I A I-Sp Ed Las Lomas	Hours Location	4/day El Cerrito	5.5/day Early Learning

\*Voluntary reduction in FTE

**Board Approved: April 13, 2023**

# **LA HABRA CITY SCHOOL DISTRICT**

## **RESOLUTION #1-2023 “STAFF APPRECIATION WEEK” MAY 15-19, 2023**

A RESOLUTION RECOGNIZING May 15 - 19, 2023, as District “STAFF APPRECIATION WEEK”.

WHEREAS, a week in May, 2023 has been designated as “Staff Appreciation Week” in the State of California; and

WHEREAS, the staff in the La Habra City School District continues to dedicate their efforts to the welfare and education of students; and

WHEREAS, the educational program in the La Habra City School District continues to provide excellent opportunities through which students can excel; and

WHEREAS, the staff in the La Habra City School District strives to provide these opportunities to all students everyday of the school year;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees, on behalf of their students, parents, and community at large, do hereby recognize May 15 - 19, 2023, as a District week of formal recognition and appreciation of the efforts of staff in the La Habra City School District.

APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2023, by unanimous vote of said Board.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 13<sup>th</sup> day of April, 2023.

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Mario A. Carlos, Ed. D.  
Secretary to the Board

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Ofelia Hanson, President  
Representing Board of Trustees:  
Emily Pruitt, Clerk/Vice President  
Sue Pritchard, Member  
Adam Rogers, Member  
Cynthia Aguirre, Member



## La Habra City School District

**To:** Board of Trustees  
**From:** Gina Cosylyon, Executive Assistant to Superintendent  
**Date:** April 13, 2023  
**CC:** Superintendent  
**Re:** First Reading of Select Board Policies

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### **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 policies for our District:

### **REVISED POLICIES**

#### **BB 9321 - Closed Session (BB revised)**

Retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items. Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

### **NEW POLICIES**

#### **Board Policy 3555 - Nutrition Program Compliance**

Policy updated to clarify that prohibited discrimination includes alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability. Policy also updated to reflect United States Department of Agriculture CRD memorandum 01-2022, "Application of Bostock v. Clayton County to Program

Discrimination Complaint Processing," which clarifies that prohibited sex discrimination includes discrimination on the basis of gender identity and sexual orientation. Policy also updated to include that complaints against a program operator that is not an educational agency shall be filed with or referred to the California Department of Education.

**Exhibit (1) 3555 - Nutrition Program Compliance**

Exhibit updated to reflect current language of the United States Department of Agriculture Nondiscrimination Statement.

**Board Policy 4030 - Nondiscrimination in Employment**

Policy updated to reflect NEW LAW (SB 523, 2022) which adds reproductive health decision making as a form of prohibited discrimination, and prohibits an employer from requiring an applicant or employee to disclose information relating to an employee's reproductive health decision making.

**Board Policy 6177: Summer Learning Programs**

Policy updated to clarify that summer learning programs are part of the Expanded Learning Opportunities (ELO) Program and to reflect the requirements of the ELO programs to offer access to specified students, as provided in NEW LAW (AB 181 and 185, 2022). Policy also updated to reference NEW GUIDANCE from the California Department of Education which clarifies that districts are prohibited from charging fees for summer school.

**Recommended Action:**

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

**Financial Implication, if any:**

None.

## Exhibit 3555-E (1): Nutrition Program Compliance

1<sup>st</sup> Reading: April 13, 2023

### NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

"In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to the USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

"This institution is an equal opportunity provider."

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### **Policy 3555: Nutrition Program Compliance**

1<sup>st</sup> Reading: April 13, 2023

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

#### **Compliance Coordinator**

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, the Section 504 coordinator, and Title IX coordinator, if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties
2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs
4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants
5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below
6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency
7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities
8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet
9. Implementing procedures to process and resolve civil rights complaints, including alleged discrimination on the basis of race, color, national origin, age, sex, sexual orientation, gender identity, or disability, and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

### **Notifications**

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster, or a substitute poster approved by USDA's Food and Nutrition Service, is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs, including program requirements and program availability. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party.

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, the most current version of the nondiscrimination statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, menus, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

### **Complaints of Discrimination**

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at any of the following: (5 CCR 15582)

Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410  
Phone: (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish)  
Fax: (833) 256-1665 or (202) 690-7442  
Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

### **Complaints Regarding Noncompliance with Program Requirements**

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses in relation to any child nutrition program specified in Education Code 49550-49564.5 shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints against a program operator that is not an educational agency shall be filed with or referred to CDE. (5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's duly authorized representative by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

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**Policy 4030: Nondiscrimination In Employment**

Status: ADOPTED

Last Revised Date: 01/14/2016

1<sup>st</sup> Reading: April 13, 2023

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

Employers are also prohibited from discrimination against employees or job applicants on the basis of reproductive health decision making, defined as a person's decision to use or access a particular drug, device, product, or medical service for reproductive health. (Government Code 12926, 12940)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
  - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
  - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
  - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
  - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

**e. Requiring an applicant or employee to disclose information relating to the employee's reproductive health decision making**

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign a release of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Civil Rights Department, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

The Governing Board is determined to provide district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

(cf. 0410—Nondiscrimination in District Programs and Activities)

(cf. 4119.41/4219.41/4319.41—Employees with Infectious Disease)

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032—Reasonable Accommodation)

(cf. 4154/4254/4354—Health and Welfare Benefits)

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.



~~Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.~~

~~(cf. 4033 — Lactation Accommodation)~~

~~Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.~~

~~(cf. 4119.11/4219.11/4319.11 — Sexual Harassment)~~

~~The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)~~

~~Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.~~

~~Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.~~

~~The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take~~

~~action to ensure district compliance with the nondiscrimination laws.~~

~~The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)~~

~~Any district employee who engages prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118—Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4218—Dismissal/Suspension/Disciplinary Action)~~

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## **Policy 6177: Summer Learning Programs**

1<sup>st</sup> Reading: April 13, 2023

The Governing Board recognizes that an extended break from the instructional program may result in significant learning loss, especially among disadvantaged and low-achieving students, and desires to provide opportunities during the summer for students to practice essential skills, make academic progress, and develop social, emotional, and physical needs and interests through hands-on engaging learning experiences.

Summer programs offered by the district shall be aligned with the district's local control and accountability plan (LCAP), other applicable district and school plans, and the educational program provided during the school year. When feasible, summer programs shall blend high-quality academic instruction in core curricular and/or elective subjects with recreation, nutrition programs, social and emotional development, and support services that encourage attendance, student engagement in learning, and student wellness.

### **Summer School**

The Superintendent or designee shall establish summer school classes pursuant to Education Code 46120.

The district's summer school program may be used to provide supplemental instruction to students needing remediation and/or enrichment in core academic subjects.

As appropriate, priority for enrollment in summer school programs shall be given to district students who:

1. Have been retained or are at risk of being retained at their grade level
2. Demonstrate academic deficiencies in core curriculum areas
3. Are in targeted student groups identified in the district's LCAP as needing increased or improved services to succeed in the educational program
4. Are in grades transitional kindergarten (TK)-6 and are required to be offered or provided access to Expanded Learning Opportunities Programs pursuant to Education Code 46120 and BP/AR 5184.2 - Before/After School Programs

Because summer courses cover extensive instructional content in a relatively short time period, students who have more than three excused absences or one unexcused absence may not receive credit for summer session class(es) unless they make-up missed work in accordance with law, Board policy, and administrative regulation.

Sites for summer school programs may be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area, and to accommodate the maintenance needs of district schools.

The Superintendent or designee shall annually report to the Board on summer school enrollment in the current year and previous year for the program as a whole and disaggregated by grade level, school that the students attend during the regular school year, and student population. In addition, the Superintendent or designee may report on the extent to which students successfully achieved the outcomes established for the program.

### **Additional Summer Learning Opportunities**

The Superintendent or designee may collaborate with parents/guardians, city and county agencies, community organizations, child care providers, and/or other interested persons to develop, implement, and build awareness of organized activities that support summer learning.

Strategies to support summer learning may include, but are not limited to:

1. Providing information to students and parents/guardians about summer reading programs scheduled to be conducted by public libraries or community organizations
  2. Collaborating with the local parks and recreation agency and/or community organizations to provide day camps, sports programs, or other opportunities for physical education and activity
  3. Encouraging reading in the home, such as providing lists of recommended reading to students and parents/guardians, establishing a target number of books or pages, and providing prizes for achievement of reading goals
  4. Conducting occasional, interactive "fun days" during the summer to provide activities related to art, music, science, technology, mathematics, environmental science, multicultural education, debate, or other subject
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### **Bylaw 9321: Closed Session**

Original Adopted Date: Pending

1<sup>st</sup> Reading: April 13, 2023

*The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.*

~~The Governing Board may hold closed sessions only for purposes identified in law. The Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)~~

*The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)*

*After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)*

*When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)*

~~The Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)~~

~~No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961)~~

~~In accordance with law, a Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)~~

~~(cf. 9011–Disclosure of Confidential/Privileged Information)~~

### **Confidentiality**

*A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)*

*The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)*

### **Personnel Matters**

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee or to hear. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

The Board may also hold closed sessions to hear complaints or charges brought against an employee by another person, ~~unless the employee requests an open session~~ or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice **of the right** ~~of his/her right~~ to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

The Board may hold closed sessions to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to public employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

***After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)***

### **Negotiations/Collective Bargaining**

Unless otherwise agreed upon by the parties involved, the following shall not be subject to open **meeting requirements** of the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization.
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process.
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator.
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives.

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

~~The Board may meet in closed session with the Board's designated representative regarding employee salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees. These closed sessions may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the district's designated representative. (Government Code 54957.6)~~

~~Closed sessions shall be for the purpose of reviewing the Board's position and instructing the Board's designated representative. Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. (Government Code 54957.6)~~

~~For represented employees, the Board may also meet in closed session to hear any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

~~For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

The Board also may meet in closed session with a state conciliator or a mediator who has intervened in these

proceedings *regarding any of the purposes enumerated in Government Code 54957.6.*

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

*Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)*

## **Matters Related to Students**

*If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)*

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing," "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

~~The Board shall meet in closed session to consider a suspension, disciplinary action, or any other action, except expulsion, against a student when a public hearing on the matter would violate student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49073-49079)~~

## **Security Matters**

The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

*The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)*

### **Conference with Real Property Negotiator**

The Board may meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for the district in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

### **Pending Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when any of the following circumstances exist:

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))
2. A point has been reached where, in the Board's opinion, based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed.
2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the



statement before the meeting and the record is available for public inspection.

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

### **Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim against a joint powers authority formed for the purpose of insurance pooling or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

When the board of the joint powers agency has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss and take action concerning information obtained in a closed session of the joint powers agency. During the district's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to "Conference Involving a Joint Powers Agency" shall specify the closed session description used by the joint powers agency and the name of the district representative on the joint powers agency board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

### **Review of Audit Report from Bureau of State Audits**

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

### **Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept

any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

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## La Habra City School District

**To:** Board of Trustees  
**From:** Danelle Bautista, Director of Classified Personnel/District Supervisor  
**Date:** April 13, 202  
**CC:** Superintendent  
**Re:** New Classified Job Description – Bus Driver/Instructor

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**Background:**

Per the Personnel Commission Rules, new classified job descriptions are sent to the Board of Trustees for approval prior to taking to the Personnel Commission. The Board recommends minimum education and work experience requirements for the position. The Commissioners will then set forth the minimum recommended qualifications and designate a proper salary placement. The Board will be notified of its action.

**Rationale:**

The School Bus Driver/Driver Instructor position will allow the district to fill the growing safety and training needs of the Transportation department along with addressing the need for more bus drivers. This position will coordinate and instruct all phases of bus driver training and retraining, including the training of new bus drivers with no previous experience. Once a trainee obtains a School Bus Certificate, the District will have the option to hire them as a permanent employee. Currently, the District does not have a position that is responsible for these tasks and relies on contracting with Instructors from other districts to provide the minimum level of training.

**Recommended Action:**

It is recommended that the Board of Trustees review and approve the essential duties, minimum educational and work experience requirements for the new position of Bus Driver/Instructor

**Financial Implications, if any:**

Based on current budget and salary survey.

**JOB DESCRIPTION**  
**La Habra City SD**

**(New) School Bus Driver/Instructor**

**Definition**

The job of (New) School Bus Driver/Driver Instructor is done for the purpose/s of providing support within the student transportation services area with specific responsibilities for providing classroom instruction and behind the wheel training of school bus drivers; addressing school bus regulations and safety procedures; identifying training requirements; developing, planning and implementing training programs for new and current school bus drivers; maintaining required documentation for audit in compliance with state certification and district/state/federal requirements; and, frequently perform the functions of a school bus driver.

This job reports to the Supervisor of Transportation.

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**Essential Functions**

The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- Conducts classroom and behind-the-wheel bus driver training for the purpose of presenting, reinforcing and/or developing bus driver skills.
- Evaluates performance of school bus drivers and driver applicants for the purpose of ensuring that basic skill levels are met and are in compliance with state certification requirements.
- Informs school bus drivers (e.g. rules, regulations, laws, procedures, etc.) for the purpose of providing information, requesting follow-up action and/or implementing procedures.
- Investigates accidents involving school buses for the purpose of improving procedures, recommending re-training, and complying with established guidelines.
- Maintains manual and electronic documents, files and records for the purpose of documenting activities and/or providing an up-to-date reference and audit trail.
- Monitors students and other passengers during transit for the purpose of ensuring the safe transportation of all passengers.
- Oversees bus driver licensing, training and testing requirements, and certificate status (e.g. driver's licenses, physicals, drug screenings, CPR/First Aid, etc.) for the purpose of ensuring compliance with regulatory requirements.
- Participates and/or facilitates in unit meetings, in-service training, workshops, etc. for the purpose of conveying and/or gathering information required to perform job functions.
- Performs functions of a school bus driver (e.g. performing pre- and post-check trip inspections, cleaning interior and fueling assigned vehicle, monitoring students and other passengers, etc.) for the purpose of meeting the District's transportation service needs.
- Prepares a variety of documents and reports (e.g. activity reports, training handouts, safety information guidelines, driver evaluations, etc.) for the purpose of providing information and/or training materials to school bus drivers, other district personnel and outside agencies as required by established policies and/or regulatory guidelines.
- Schedules school bus drivers training and/or testing by district or non-district personnel for the purpose of ensuring compliance with district policies and established regulatory requirements.

## **Minimum Qualifications**

### **Education/Training/Experience**

Any combination equivalent to: graduation from high school and five years' increasingly responsible experience in the operation of a school bus with a safe driving record.

### **License/Certificates**

Possession of a valid Class A, B or C California Motor Vehicle Operator's License. A Valid Class A or B Motor Vehicle Operator's license with passenger transportation, "S", and air brake endorsements, a California Special Driver Certificate valid for school bus driving and a Current DL-51 Medical Card. Must have a current CA DMV K4 (DMV H6) printout to be submitted with the job application.

## **Job Requirements:**

### **Skills, Knowledge and Abilities**

**SKILLS** are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; administering of first aid; operating standard office equipment; using pertinent software applications; operating school buses; applying pertinent codes, policies, regulations, and/or laws; and preparing and maintaining accurate records.

**KNOWLEDGE** and understanding of technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge based competencies required to satisfactorily perform the functions of the job include: safe driving practices; provisions of the motor vehicle code and the education code applicable to the operation of vehicles transporting school students; state licensing requirements; principles, methods, techniques and strategies for training school bus drivers; emergency evacuation techniques; basic vehicle maintenance; first aid; and safety practices and procedures.

**ABILITY** is required to schedule activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a wide variety of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is moderate to significant. Specific ability based competencies required to satisfactorily perform the functions of the job include: meeting the minimum qualifications for a state-certified bus driver instructor; being attentive to detail; communicating with diverse groups including school age riders; understanding and communicating effectively in oral and written form; displaying tact and courtesy; establishing and maintaining effective working relationships; exercising sound judgment; maintaining an understanding of the special needs of students and their families; maintaining confidentiality; meeting schedules and timelines; working with constant distractions; willingness and flexibility to learn all routes and District vehicles; and adapting to changing work priorities.

## **Responsibility**

Responsibilities include: working under limited supervision following standardized practices and/or methods; leading, guiding, and/or coordinating others; operating within a defined budget. Utilization of some resources from other work units is often required to perform the job's functions. There is a continual opportunity to significantly impact the organization's services.

## **PHYSICAL STANDARDS**

### **Work Environment:**

School bus and outdoor environment; evening or variable hours; driving in various road and weather conditions; traffic hazards; exposure to fumes, dust, odors and oil/grease; working at heights or on ladders while inspecting and cleaning buses; and noise. Positions are subject to constant interruption and severe time constraints and are in direct contact with the public, students and employees.

### **Physical Demands:**

Push, lift and move objects weighing between 60-100 pounds; push or pull children in wheelchairs; sit for extended periods of time when operating a transportation vehicle; walk on level surfaces and uneven slippery surfaces; climb vehicle stairs; stand for extended periods of time; stoop and bend at the waist; reach; use of both legs; fine coordination including power grasping; wrist/arm coordination; grasp/hold; use of all fingers and both hands; color, near and night vision; depth perception; use of both eyes with/without corrective lenses; sense of smell; hear and speak to exchange information; able to distinguish sounds in a transmission or engine.

### **Continuing Education/Training**

Maintains Certificates and/or Licenses  
Mandatory Reporter Training Certificate  
Random Drug and Alcohol Testing

### **Clearances**

Criminal Background Clearance  
DOT Physical  
Drug Test Clearance  
Tuberculosis Clearance  
FMCSA Clearance

### **FLSA Status**

Non Exempt

### **Approval Date**

### **Salary Range**

## LA HABRA CITY SCHOOL DISTRICT

**To:** Board of Trustees  
**From:** Danelle Bautista – Director of Classified Personnel  
**Date:** April 13, 2023  
**CC:** Superintendent  
**Re:** **Classified Early Retiree**

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### **Action Item: Request Approval of Classified Early Retirement Application**

Classified employee, April Porterfield has submitted an application for retirement (effective 4-14-2023) under the current District and CSEA Collective Bargaining agreement.

### **Action Item: Request Approval of Management/Confidential Classified Early Retirement Application**

None.

La Habra City School District  
Initial Proposal to the  
La Habra Education Association  
April 13, 2023

La Habra City School District (LHCSD) would like to continue to collaborate and discuss with the La Habra Education Association (LHEA) the following topics using the Interest Based Bargaining process:

1. The unit members' compensation program. The District's interests on these issues include, but are not limited to the following:
  - a. The impact of declining enrollment
  - b. Maintaining competitive salary and health benefits
  - c. Cost of step movement on salary schedule
2. Article 8 - Leaves of Absence
3. Article 11 - Work Hours
4. Article 22 - Term of the Collective Bargaining Unit (CBA).

The La Habra City School District reserves the right to make additional proposals at any time during the bargaining process.

We appreciate LHEA's continued commitment to seek solutions together for the betterment of our students, staff, and community.





**LHEA**  
La Habra Education Association

April 1, 2023

Dr. Carlos,

On behalf of the La Habra Education Association, please accept this letter as our “Sunshine” for the 2023-2024 round of negotiations.

With the use of Interest Based Bargaining, LHEA will be presenting our specific interests at the onset of negotiations. The entire contract is open for negotiations, and while we know we will not be making changes in every article, we wish to sunshine the entire contract for possible language changes that may be necessary as we go through the process.

As with every round of bargaining, we will focus on, working conditions, salary, and health and welfare.

Again, we will have more detailed information regarding our interests when we come together, however, at the present time, we wish to sunshine that there may possibly be discussions regarding language changes in every article.

We have appreciated the District’s willingness to work on areas of mutual, and either District specific, or LHEA specific concern.

Please contact me if you have any questions or concerns regarding our upcoming negotiations.

Sincerely,

*Jim Rogers*

Jim Rogers, LHEA/CTA Primary Contact Staff