



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

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

Thursday, February 9, 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

Assistant Superintendent, Dr. Marcie Poole, Director of Special Programs and Assessments, Emily Flesher, and Program Specialist, Anna Navarro will present on Local Indicators.

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. Conference with Labor Negotiators District Representatives:
Dr. Mario A. Carlos, Superintendent
Employee Organization(s): California School Employees Association (CSEA),
Chapter #135/La Habra Education Association (LHEA)
Government Code Sections 54954.5(f), 54957.6

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 January 12, 2023 (Action)

Motion_____ Second_____ Board Action_____

9. Correspondence: Clerk of the Board

10. Public Interest

- Arbolita School

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

Ed Services (p. 5)

2. Staff Development

Staff Development (p. 6)

3. Memberships

Memberships (p. 8)

b. BUSINESS SERVICES (Consent Agenda)

1. Contract Reports - Business Services

Business Services (p. 9)

2. Expenditures Report

Expenditures (p. 10)

3. Field Contracts

Field Contracts (p. 11)

4. Donations

[Donation List \(p. 12\)](#)

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

[New Hires \(p. 13\)](#)

[Separations \(p. 14\)](#)

2. Change of Status

[Change of Status \(p. 15\)](#)

13. GENERAL MATTERS

a. Action Item: Proclaiming February 6-10, 2023 as National School Counseling Week

(Action)

Trustees are requested to approve February 6-10, 2023 as National School Counseling Week.

Motion _____ Second _____ Board Action _____

[Proclamation for National School Counseling Week \(p. 16\)](#)

b. Information Item: First Reading of New/Revised Board Policies

(Information)

Trustees will review a first reading of new/revised Board Policies (BP) per California School Board Association recommended for: BP 9100 - Organization, BP 9220 - Governing Board Elections, Bylaw 9223 - Filling Vacancies, Bylaw 9323 - Meeting Conduct, BP 4119.1/4219.1/4319.1 - Civil and Legal Rights, BP 4140/4240/4340 - Bargaining Units, and BP 5148.2 - Before/After School Programs.

[Board Policies Memo - 1st Reading \(p. 17\)](#)

[Policy 4119.1 Civil And Legal Rights \(p. 20\)](#)

[Policy 4140 Bargaining Units CSBA \(p. 22\)](#)

[Policy 4219.1 Civil And Legal Rights \(p. 25\)](#)

[Policy 4240 Bargaining Units CSBA \(p. 27\)](#)

[Policy 4319.1 Civil And Legal Rights \(p. 30\)](#)

[Policy 4340 Bargaining Units CSBA \(p. 32\)](#)

[Policy 5148.2 Before After School Programs \(p. 35\)](#)

[Bylaw 9100 Organization LHCSO 1st Reading \(p. 36\)](#)

[Bylaw 9220 Governing Board Elections LHCSO 1st Reading \(p. 38\)](#)

[Bylaw 9223 Filling Vacancies LHCSO 1st Reading \(p. 41\)](#)

[Bylaw 9323 Meeting Conduct LHCSO 1st Reading \(p. 44\)](#)

c. Action Item: 2023 California School Boards Association Delegate Assembly Election

(Action)

Trustees are requested to approve up to nine candidates for the 2023 California School Boards Association Delegate Assembly per the attachments.

Motion _____ Second _____ Board Action _____

[CSBA Delegate Assembly Memo \(p. 48\)](#)

[Delegate Assembly Ballot \(p. 49\)](#)

d. Action Item: Approval of Contract Agreement with California School Employees Association (Action)

The Tentative Agreement for the successor negotiations for 2022-23 with the California School Employees Association (CSEA) and its Chapter #135, is placed on the Board's agenda, in anticipation that Chapter #135 will have ratified the Tentative Agreement prior to this regular Board meeting. Therefore, and subject to a prior successful ratification vote by Chapter #135, it will be recommended that the Board approve the attached Tentative Agreement. Included within the agreement provides an increase of 6% ongoing to the 2022-23 salary schedule retroactive to July 1, 2022, a one-time 4% payment, and an increase of 15% to the Health and Welfare cap beginning February 1, 2023. Trustees are requested to approve the agreement with CSEA and Public Disclosure of Collective Bargaining Agreement (AB 1200) per the attachments.

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

[AB 1200 Classified Memo \(p. 50\)](#)

[Public Disclosure of Bargaining Agreements \(p. 51\)](#)

[2022 Successor Agreement \(p. 64\)](#)

[Classified Salary Schedule 22-23 Memo \(p. 72\)](#)

14. INSTRUCTION AND PERSONNEL

a. Action Item: Certificated Early Retirement Request (Action)

Trustees are requested to take action on the request for Certificated Early Retirement.

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

[Early Retirees Memo \(p. 74\)](#)

15. Board/Superintendent Comments:

16. Adjournment

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

17. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for March 9, 2023 at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

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



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
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RATIFICATION

Staffing Services Agreement to provide a speech and language pathology assistant to the District	District	1/19/2023	6/1/2023	New Mediscan II, LLC, dba Cross Country Education	\$31,825.00	Special Education
Provide technical assistance and administrative support in the areas of site leadership, educational services, human resources and leadership training	District	1/4/2023	1/4/2024	Teresa Egan, Ed.D.	per rate sheet	Esser II
AVID district leadership materials and training to prepare all students for college readiness/success	Washington, District	7/1/2022	6/30/2023	AVID Center	\$10,809.00	S&C
Magic Show for anti-bullying	Walnut	2/3/2023	2/3/2023	Brock Edwards Magic Extravaganza	\$800.00	Esser
Agreement to provide Lindamood-Bell training to the District	District	2/6/2023	2/7/2023	Lindamood-Bell Learning Processes	\$11,700.00	American Rescue Plan
Curriculum and materials for Lindamood-Bell implementation for the District	District	2/6/2023	6/1/2023	Gander Publishing	\$12,245.67	American Rescue Plan

Board Approved: February 9, 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
ACSA Leadership Conference	Irvine	1/28/2023	Leadership conference with guest speakers	Suena Chang Christina Duong	\$120.00	ESSER
Annual Speech and Language Conference	Virtual	1/20/2023	Learn strategies to help students with high-functioning autism	Blair Worrall Christina Garcia Linda Fleming Vera Garcia Dominique Kruip	\$200.00	EEBG
Nonviolent Crisis Intervention Instructor Training	Orange	2/9/2023	To renew NCI instructor certification	Helen Fernandez Dan Martin	\$3,098.00	Unrestricted
Leaves of Absence Training	Virtual	2/7/2023	Review how to track, explain and monitor leaves of absence	Danelle Bautista Denise Orozco	\$265.00	Unrestricted
CASBO - Understand RFP and Bidding	Virtual	2/28/2023	To better understand the Request for Proposal and Bidding process	Ken Powers Manuel Tafoya Carrie Aponte Arlene Magana	\$255.00	Unrestricted
CASBO - Purchasing 101 and 201	Virtual	2/24/2023	Procurement and competitive bidding practices	Ken Powers Manuel Tafoya Carrie Aponte Arlene Magana	\$255.00	Unrestricted
Teaching for Biliteracy in Pre-K	Virtual	3/2/2023	Overview of strategic use of Spanish and English in TK class	Melissa Ceballos Luis Oliveros	\$750.00	Learning Recovery
So Cal School Band and Orchestra	Garden Grove	1/20 - 1/21/2023	Professional development for music education	Gerardo Carvajal-Beck	\$200.00	Donations

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

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
School Nurse Annual Conference	Riverside	2/16 - 2/19/2023	Review updates to support school nurse practices	Susana Kurth	\$1,517.00	EEBG
Understanding the Invisible Disability	Virtual	various dates between 2/1/23 and 6/1/23	To discuss the implementation of SB 1016	Vivian Leduc Judy Tran Maria Bistarkey Patricia Barrientos	\$1,000.00	ADR

**La Habra City School District
Memberships**

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
California School Personnel Commissioners Association (CSPCA)	2022-2023	\$700.00	Personnel Commission	S30P1178	1010-0000-0-5300- 0000-7400-900- 00000000



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / BUSINESS SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
To consult on issues of school finance, legislation, school budgeting, general fiscal issues and state mandated costs	District	3/1/2023	2/28/2024	School Services of California	\$5,060.00	General Fund

RATIFICATION

Agreement to provide DSA Construction Inspection Services for the Shade Structure Project	District	7/22/2022	3/31/2023	BPI Inspection Service	\$14,500.00	Bond
Addendum to agreement to provide additional Architectural Services for Shade Structure Project and Washington Fencing Project	District	TBD	TBD	Little Diversified Architectural Consulting	\$67,560.00	Bond
Agreement to provide Facilities Program Consulting Services	District	1/1/2023	6/30/2023	Todd Butcher	\$16,800.00	Bond

Board Approved: February 9, 2023

Warrant Reports: December 29, 2022 – January 25, 2023

Approve warrants numbered 30-091684 through 30-091966 for the amount of \$1,433,343.64 as presented.

0101	General fund	\$1,191,985.72
1212	Child Development	\$198.87
1313	Nutrition Services	\$89,696.20
2129	Building Fd GO Bond S-2012E	\$149,189.72
2525	Capital Facilities	\$140.00
4040	Special Reserve FD for Capital Outlay	\$2,133.13
	TOTAL	\$1,433,3343.64



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Covoc Corporation	Labor and materials to furnish and install nine manually operated window shades	Imperial	\$5,277.14
Golden Coast Construction	Labor and materials to skim coat and sand hallway	Washington	\$9,600.00
KYA Services	Labor and materials to move furniture, remove existing surface, prep and install new carpet, walk off mat, base and reducers	Washington	\$16,248.28
KYA Services	Labor and materials to move furniture, remove existing surface, prep and install new carpet, walk off mat, base and reducers	Imperial	\$18,434.48
KYA Services	Labor and materials to move furniture, remove existing surface, prep and install new LVT, walk off mat, and base	Ladera Palma	\$2,534.02
Luna Construction	Labor and materials to install concrete lunch table pads	Las Positas	\$6,348.00
MJ Wiretech	Labor and materials to furnish and install new cat6 cable runs	Arbolita, Walnut	\$2,700.00
MJ Wiretech	Labor and materials to relocate projectors in four rooms	Sierra Vista	\$2,600.00
MJ Wiretech	Labor and materials to run cat6 cable and fiber optics, provide and install patch panels, enclosures and ceiling speakers	Imperial	\$14,450.00
The Cabinet Pros	Labor and materials remove and replace existing laminate countertops in twenty classrooms	Sierra Vista	\$29,000.00
Turboscape, Inc.	Labor and materials to replenish playgrounds with 120 cubic yards of certified playground chips	Various	\$6,000.00
Williams Tree Service	Labor and materials to trim trees, remove fallen tree and one stump removal	District Office	\$13,350.00
Williams Tree Service	Labor and materials to trim various trees	Sierra Vista	\$14,700.00
Wolverine Fence	Labor and materials to furnish and install 18 bollards at the northeast driveway and one swing gate	Washington	\$11,660.00

Board Approved: February 9, 2023

**DONATIONS MADE TO
LA HABRA CITY SCHOOL DISTRICT
2022-2023**

The Blackbaud Giving Fund/ Edison International	<i>Ladera Palma</i>	<u>\$ 50.00</u>
New York Life	<i>Ladera Palma</i>	<u>\$ 500.00</u>
	Total	\$ 550.00

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: February 9, 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

Arrieta, Julie Student Supervisor Las Lomas	Probationary	Student Supervisor	\$15.50/hour	1/9/2023
Evink, Laura Student Supervisor Walnut	Probationary	Student Supervisor	\$15.50/hour	1/9/2023
Aviles, Ignacio I A III-Sp Ed/Behavior Las Lomas	Probationary	21-3	\$21.09/hour	1/12/2023
Caldwell, Vanessa Student Supervisor El Cerrito	Probationary	Student Supervisor	\$15.50/hour	1/9/2023
*Calderon, Paul Groundskeeper Maintenance	Probationary	26-6	\$4,869/month	1/4/2023
Serna, Dorian I A I-Sp Ed Walnut	Probationary	17-1	\$17.32/hour	1/10/2023

*Promoted from another position

CERTIFICATED

Tong, Alyson RSP Teacher Las Positas/Sierra Vista	Temporary	II-1	\$35,266.68 + \$1,772 (pro-rated)	1/10/2023
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Board Approved: February 9, 2023

La Habra City School District

To: Board of Trustees
From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Date: February 9, 2023
CC: Superintendent
Re: Separations

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

Alvirio Libreros, Wendy Student Supervisor Las Positas	3/14/2022	Resignation	1/20/2023
Campa, Andrea Student Supervisor Las Lomas	8/15/2022	Did not pass probation	12/16/2022

Board Approved: February 9, 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: February 9, 2023

CC: Superintendent

Re: Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Santos, Rustico (Evening) Custodian Las Lomas/Washington	FTE	4/day	8/day
Zambrana, Marina Satellite Kitchen Lead Imperial	FTE	5.75/day	6.5/day

CERTIFICATED

Aguirre, Victoria Education Specialist Las Positas	Column	I	II
Edmonds, Alexander 7 th /8 th grade Teacher Washington	Column	I	II
Martinez, Alyssa School Counselor Las Lomas	Column	I	III

Board Approved: February 9, 2023

NATIONAL SCHOOL COUNSELING WEEK



WHEREAS, school counselors are employed in public and private schools to help students reach their full academic, social/emotional, and professional potential; and

WHEREAS, school counselors are actively committed to helping students build and explore their academic, personal and social abilities, strengths, interests, and talents; and

WHEREAS, school counselors help empower parents to focus on ways to further the educational, personal, and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to implement restorative practices, incorporate social emotional learning, and ensure a safe and inclusive culture in the classroom; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of La Habra's caring community and society as a whole; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW, THEREFORE, on February 9, 2023, the La Habra City School District hereby proclaims February 6-10, 2023 as National School Counseling Week.

Board President

Secretary

La Habra City School District

To: Board of Trustees
From: Gina Cosylyon, Executive Assistant to Superintendent
Date: February 9, 2023
CC: Superintendent
Re: First Reading of Select Board Policies

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

Board Bylaw 9100 – Organization

Bylaw updated to reflect NEW LAW (AB 486, 2021) which changes the date requirements for districts to hold their annual organizational meeting.

Board Bylaw 9220 - Governing Board Elections

Bylaw updated to reflect NEW LAW (AB 2584, 2022), by adding a new section - "Recalling a Board Member." Updated Bylaw also revised "Election Process and Procedure" section to reflect NEW LAW (SB 1061, 2022) regarding the requirement that any petition for a special election to fill a Board vacancy include the county election official's estimate of the cost of conducting the special election.

Board Bylaw 9223 - Filling Vacancies

Bylaw updated to reflect NEW LAW (SB 1061, 2022), by adding a new note and body paragraph at the end of the "Provisional Appointments" section. Updated Bylaw also reflects New Attorney-General Opinion on how a vacancy is to be filled when a district's trustee areas have been revised or election method has changed from "at-large" to "by-trustee area," since the Board member whose term is to be completed was last elected. The Bylaw also updated to rearrange the Items in "Timelines for Filling a Vacancy" and to revise as necessary for clarity.

Board Bylaw 9323 - Meeting Conduct

Bylaw Updated to reflect NEW LAW (SB 1100, 2022) which authorizes the Board President to remove an individual for disrupting a Board meeting, establishes a procedure for warning the individual prior to their removal, and defines "disrupting" and "true threat of force."

NEW POLICIES

Board Policy 4119.1/4219.1/4319.1 – Civil and Legal Rights

Policy updated to reflect NEW COURT DECISION (Kennedy v. Bremerton School District), in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include types of retaliation prohibited when an employee is acting solely to protect a student engaged in conduct authorized by Education Code 48907 (freedom of speech and press) or 48950 (speech and other communication), and clarify that an employee is prohibited from using official authority status or influence to attempt to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

Board Policy 4140/4240/4340 – Bargaining Units

Policy updated to reflect NEW LAW (SB 270, 2021) which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect NEW LAW (SB 191, 2022) which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally, policy updated to include heading change from "Access to Employee Orientations" to "Access to New Employee Orientations, and to clarify language in this section and in "Formation of Bargaining Unit" section.

Board Policy 5148.2 - Before/After School Programs

Policy updated to clarify that it applies to expanded learning opportunities beyond the regular school day, including before-school, after-school, summer, vacation, and/or intersessional programs and to reflect **NEW LAWS (AB 181, 2022 and AB 185, 2022)** which updates the Expanded Learning Opportunities (ELO) program requirements for the 2022-23 school year and forward. Detailed information regarding various program collaboration requirements moved to AR.

Recommended Action:

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

Financial Implication, if any:

None.

Policy 4119.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** 09/01/2022 | **Last Reviewed Date:** 09/01/2022

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
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Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 09/01/2022 | Last Reviewed Date: 09/01/2022

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent

or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4219.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** 09/01/2022 | **Last Reviewed Date:** 09/01/2022

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
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Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 09/01/2022 | Last Reviewed Date: 09/01/2022

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent

or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 4319.1: Civil And Legal Rights

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** 09/01/2022 | **Last Reviewed Date:** 09/01/2022

The Governing Board believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the performance of the employee's duties.

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.7, 1102.8)

No employee shall use or attempt to use official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to

control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

The protection against liability shall not apply when: (20 USC 7946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
 2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
 3. The employee was not properly licensed, if required, by state law for such activities.
 4. The employee was found by a court to have violated a federal or state civil rights law.
 5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
 6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
 7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
 8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.
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Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: 09/01/2022 | Last Reviewed Date: 09/01/2022

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent

or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy 5148.2: Before/After School Programs

Status: ADOPTED

Original Adopted Date: 11/01/2006 | Last Revised Date: 12/01/2022 | Last Reviewed Date: 12/01/2022

Pursuant to Education Code 8483.7 and 8483.75, as amended by SB 638 (Ch. 380, Statutes of 2006), each ASES program must provide cash or in-kind local matching funds, equal to at least one-third of the total grant, from the school district, governmental agencies, community organizations, or the private sector. Expanded Learning Opportunity Program (ELOP) funds may be used to calculate matching funds as allowed by the California Department of Education Expanded Learning Division. Categorical funds for remedial education activities may not be used as matching funds, and facilities or space usage may not fulfill more than 25 percent of the match requirement.

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. In order to increase the academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, local control and accountability plan, curriculum, and academic standards.

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

Any After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), or other programs to be established pursuant to Education Code 8421, 8482.3, or 8484.75 shall be approved by the Board.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school programs possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

No fee shall be charged for participation in the program.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

Bylaw 9100: Organization

Status: ADOPTED

REVISED Board Policy

1st Reading: February 9, 2023

Annual Organizational Meeting

~~The Board shall hold an annual organizational meeting within the time limits prescribed by law. (Education Code 35143)~~

~~At this meeting the Board shall:~~

- ~~1. Elect a president and a clerk and appoint a vice president from its members.~~
- ~~2. Appoint a secretary to the Board.~~
- ~~3. Authorize signatures.~~
- ~~4. Develop a schedule of regular meetings for the year.~~
- ~~5. Develop a Board calendar for the year.~~
- ~~6. Designate Board representatives.~~

~~(cf. 9140 – Board Representatives)~~

~~(cf. 9320 – Meetings and Notices)~~

~~Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within 15 days following the second Friday in December after the regular election. During all other years, the meeting may be held on any date in December, but no later than December 20th. (Education Code 35143)~~

~~During any year in which a regular election is conducted, the Board, at the regular meeting held immediately prior to the second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the Superintendent shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)~~

At this meeting the Board shall:

- 1. Elect a president and a clerk and/or vice president from its members**
- 2. Appoint the Superintendent as secretary to the Board**
- 3. Authorize signatures**
- 4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters**
- 5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates**
- 6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials**

Election of Officers

The Board shall each year elect its entire slate of officers.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Bylaw 9220: Governing Board Elections

Status: ADOPTED

REVISED Board Policy

1st Reading: February 9, 2023

Any person is eligible to be a *member of the* Governing Board member, without further qualifications, if *he/she person* is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. *Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)*

A district employee elected to the Board shall resign his/her position before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 – Oath of Affirmation)

(cf. 9270 – Conflict of Interest)

Whenever possible, the Board shall consolidate Board elections with the local municipal or statewide primary or general election. Board election procedures shall be conducted in accordance with the California Education Code and Elections Code.

(cf. 9110 – Terms of Office)

Campaign Conduct

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

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

(cf. 9005 – Governance Standards)

Statement of Qualifications

The district shall assume no part of the cost of printing, handling, translating, or mailing of candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term.

2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307.

(cf. 9223 – Filling Vacancies)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

When the district's election method is to be changed, the Board shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board,

provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

Bylaw 9223: Filling Vacancies

Status: ADOPTED

REVISED Board Policy

1st Reading: February 9, 2023

Events Causing a Vacancy

A vacancy on the Governing Board may ~~occur by a failure to elect or for~~ arise from any of the following events:

1. The death of an incumbent. (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term. (Government Code 1770)
3. A Board member's resignation. (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. ~~A Board member may not defer an effective date of resignation for more than 60 days after the date the resignation is filed with the County Superintendent.~~ Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090)

~~A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent.~~

4. A Board member's removal from office, including recall. (Government Code 1770; Elections Code 11384)

~~5. A Board member's ceasing to be an inhabitant of the state or resident of the district. (Government Code 1770)~~

~~A Board member's ceasing to be a resident of the district (Government Code 1770)~~

~~A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops. Cal. Atty. Gen. 888 (1975))~~

6. A Board member's absence from the state ~~beyond the period allowed by law without the permission required by law. (Government Code 1770) for more than 60 days, except in the following situations:~~

- a. Upon business of the school district with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

~~c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board~~

- d. For federal military deployment not to exceed ~~an absence of a total of~~ six months as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve ~~in his/her~~ during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members, as necessary to enable the Board to conduct business and discharge its responsibilities. ~~The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.~~

~~In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board for an additional period not to exceed 30 days.~~

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law. (Government Code 1770)
8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties *or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)*
9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed. (Government Code 1770)
10. The decision of a competent tribunal declaring void a Board member's election or appointment. (Government Code 1770)
11. *The making of an order vacating a Board member's office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond. (Government Code 1770)*
12. A Board member's commitment to a hospital or sanitarium *by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; in this event, the office shall as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction,* in which case not be deemed vacant until the order of commitment has become final. (Government Code 1770)
13. *A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)*

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs *less than within* four months before the end of a Board member's term, the Board shall take no action. (Education Code 5093)
1. *When a vacancy occurs four or more months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described below. Education Code 5091)*
2. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)
3. *When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)*

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

Provisional Appointments

When the special election described above is not required, the Board may make a provisional appointment. (Education Code 5091, 5093)

In order to draw from the largest possible number of candidates, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

In order to serve on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Bylaw 9323: Meeting Conduct

Status: ADOPTED

REVISED Board Policy

1st Reading: February 9, 2023**Meeting Procedures**

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and *if necessary, may subsequently* subsequently may be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, *his/her the* abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, *except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.*

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5, Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5, Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on ~~his/her~~ *their* own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)
5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

In general, Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 20 minutes. ~~With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.~~

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, ~~if the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented. subject to the following conditions:~~

~~The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3) In addition, the Board may not prohibit public criticism of district employees.~~

~~Whenever a member of the public initiates specific complaints or charges against an employee, the Board president shall inform the complainant that in order to protect the employee's right to adequate notice before a hearing of such complaints and charges, and also to preserve the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee, it is the policy of the Board to hear such complaints or charges in closed session unless otherwise requested by the employee pursuant to Government Code 54957. The Board president shall also encourage the complainant to file a complaint using the appropriate district complaint procedure.~~

- a. *If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.*
- b. *The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)*

c. *The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.*

7. *The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group shall be grounds for the president to terminate the privilege of addressing the Board. Actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.*

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement. Recording by the Public

The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

The Superintendent or designee shall designate locations from which members of the public may broadcast, photograph, or tape record open meetings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code

54953.5, 54953.6)

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

La Habra City School District

To: Board of Education
From: Gina Cosylion, Executive Assistant to the Superintendent
Date: February 9, 2023
CC: Superintendent

Re: 2023 California School Boards Association (CSBA) Delegate Assembly Election

Background:

The California School Boards Delegate Assembly plays a key role in the California School Boards Association (CSBA) governance structure. Nominations for representatives to the CSBA Delegate Assembly were accepted by CSBA in January 2023. As a result of those nominations, there are 12 candidates for nine vacancies in the California School Boards Delegate Assembly, Region 15. The ballot also has a provision for write-in candidates if Trustees choose to vote for an individual whose name is not printed on the ballot. Ballots must be postmarked and returned to CSBA in Sacramento on or before Wednesday, March 15, 2023.

Rationale:

The CSBA conducts this annual Delegate Assembly Election, and Trustees are afforded the opportunity to vote for candidates.

Recommended Action:

Approve 2023 CSBA Delegate Assembly Election Candidates.

Financial Implications, if any:

None.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 15
(Orange County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

<input type="checkbox"/> Marilyn Anderson (Placentia-Yorba Linda USD)	<input type="checkbox"/> Lauren Klatzker (Fullerton Joint Union HSD)
<input type="checkbox"/> Leandra Blades (Placentia-Yorba Linda USD)	<input type="checkbox"/> Deana Miller (Brea Olinda USD)
<input type="checkbox"/> Michelle Barto (Newport-Mesa USD)*	<input type="checkbox"/> Arturo Montez (Centralia ESD)*
<input type="checkbox"/> Bonnie Castrey (Huntington Beach Union HSD)*	<input type="checkbox"/> Kelly Osborne (Laguna Beach USD)
<input type="checkbox"/> Jackie Filbeck (Anaheim ESD)*	<input type="checkbox"/> Rhodia Shead (Buena Park SD)
<input type="checkbox"/> Carrie Flanders (Brea Olinda USD)*	<input type="checkbox"/> Suzie Swartz (Saddleback Valley USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent, Business Services
Date: February 9, 2023
CC: Superintendent
Re: Public Disclosure of Collective Bargaining Agreement (Assembly Bill 1200)

Background:

Section 29 of Assembly Bill (AB) 1200 was created to ensure that local educational agencies throughout California adequately prepared to meet their financial obligations. The concern arose following the bankruptcy of the Richmond School District and the fiscal collapse of a few other districts that were preparing to request an emergency loan from the state. AB 1200 improved fiscal procedures, standards, and accountability at the local level and expanded the role of county offices of education (COEs) in monitoring school districts by mandating that COEs intervene under certain circumstances to ensure districts can meet their financial obligations. AB 1200 includes requirements for school districts to disclose collective bargaining agreements.

The La Habra City School District and the California School Employees Association, Chapter 135 (CSEA) reached an agreement on compensation for the 2022-23 school year. The agreement provides an increase of 6% ongoing to the 2022-23 salary schedule retroactive to July 1, 2022, a one-time 4% payment, and an increase of 15% to the Health and Welfare cap beginning February 1, 2023. The AB 1200 reflects costs associated with the increases and the impact to the Multi-Year Budget.

Rationale:

The La Habra City School District with the California School Employees Association, Chapter 135 (CSEA) has come to an agreement for 2022-23 compensation.

Recommended Action:

The District recommends the Board of Trustees approve the AB 1200 as required by the California Education Code.

Financial Implications, if any:

Approximately \$1.1 million ongoing.

ORANGE COUNTY DEPARTMENT OF EDUCATION

Specific Instructions for Completion of Public Disclosure of Collective Bargaining Agreements

1. **Salary Schedule** - Report only the cost of salaries excluding statutory and health/welfare benefits and step and column.

Cost Prior to Proposed Agreement—Enter the total cost of salaries for the bargaining unit prior to the proposed agreement.

\$: Enter the amount of the increase or decrease for the proposed change in the salary schedule.

%: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 1.

2. **Step and Column (subset costs)**—report only the cost of salaries excluding statutory and health/welfare benefits.

\$: Enter the cost of step and column movement on the salary schedule plus any changes due to the proposed agreement of the affected bargaining unit.

%: Divide the cost of Step and Column by the *Cost Prior to Proposed Agreement*, Line 2.

3. **Other Compensation**—Report only the cost of salaries associated with the cost of “other compensation” excluding statutory and health/welfare benefits.

\$: Enter the amount of the proposed change in Other Compensation.

%: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3.

Description—Indicate specific changes in *Other Compensation* for each affected year. For example: One percent off-schedule or \$200/employee.

4. **Statutory Benefits**—Report only the cost of *statutory benefits* excluding salaries and health/welfare benefits.

Cost Prior to Proposed Agreement—Enter the total cost of *statutory benefits* of the bargaining unit prior to the proposed agreement.

\$: Enter the amount of the proposed change in statutory benefits resulting from changes in salaries reported on Lines 1 and 2.

%: Divide the amount by the *Cost Prior to Proposed Agreement*, Line 4.

5. **Health/Welfare Benefits**—Report only the cost of *health/welfare benefits* excluding the cost of salaries and statutory benefits.

Cost Prior to Proposed Agreement—Enter the total cost of *health/welfare benefits* of the bargaining unit prior to the proposed agreement.

\$: Enter the amount of the proposed change in health/welfare benefits for the affected bargaining unit.

%: Divide the amount by the *Cost Prior to Proposed Agreement*, Line 5.

6. **Total Compensation**

Cost Prior to Proposed Agreement—Total Lines 1 through 5.

\$: Total Lines 1 - 5.

%: Divide the Total by *Cost Prior to Proposed Agreement*, Line 6.

7. **Total Number of Represented Employees**—Enter the full-time equivalent (FTE) employees for the affected bargaining unit.

8. **Total Compensation Cost for Average Employee**

Cost Prior to Proposed Agreement—Divide *Cost Prior to Proposed Agreement*, Line 5 by FTE Employees, Line 7.

\$: Divide Total Compensation, Line 5 by FTE Employees, Line 7.

%: Divide Total Compensation Cost for Average Employee, Line 8, by *Cost Prior to Proposed Agreement*, Line 8.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

School District - Bargaining Unit: La Habra City Elementary School District - California School Employees Association, Chapter 135 (CSEA)
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2022 and ending: June 30, 2023
 (date) (date)
 The Governing Board will act upon this agreement on: February 9, 2023
 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement			
		Year 1 Increase/(Decrease) 2022-23	Year 2 Increase/(Decrease) 2023-24	Year 3 Increase/(Decrease) 2024-25	
1 Salary Schedule Increase (Decrease)	\$ 10,517,107.00	\$ 631,026	\$ 668,888	\$ 671,160	
		6.00%	6.00%	6.00%	
2 Step and Column Increase (Decrease) Due to movement plus	\$ -	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ 445,925	\$ -	\$ -	
		4.00%	0.00%	0.00%	
Description of other compensation A 4% one time off schedule payment will be applied to the new salary schedule.		\$ -	\$ -	\$ -	
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 3,472,956	\$ 338,786	\$ 359,111	\$ 360,331	
		6.00%	6.00%	6.00%	
5 Health/Welfare Plans		\$ 62,871	\$ 125,743	\$ 125,743	
		0.00%	0.00%	0.00%	
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 13,990,063.00	\$ 1,478,609	\$ 1,153,742	\$ 1,157,233	
7 Total Number of Represented Employees (Use	312.00	255	255	255	
8 Total Compensation <u>Average</u> Cost per Employee	\$ 44,840	\$ 5,798	\$ 4,524	\$ 4,538	
		12.93%	10.09%	10.12%	

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The negotiated increase is a 6% On-going increase to the Classified Salary Schedule retroactive to July 1, 2022 and a one-time off schedule 4% bonus. The agreement also increases the District benefits cap by 15%.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

N/A

12. Does this bargaining unit have a negotiated cap for Health and Welfare bene Yes ☒ No ☐

If yes, please describe the cap amount.

The medical cap will increase by 15% per the agreement with CSEA

Current Medical Cap Tenthly Family \$1,612.20 Two party \$1,226.03, Single \$534.05

Increased Medical Cap effective January 2023 as follows:

Tenthly Family \$1,854, Two Party \$1,297, Single \$614.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

There are no impacts to programs or student support services because of this agreement.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

N/A

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The current agreement will not increase deficit spending in the current or subsequent years, for the post two years after the multi-year projection, the District has committed the cost of the increases in the ending fund balance.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

- G. Source of Funding for Proposed Agreement**

1. Current Year

The funding source for the current agreement will come from on-going funding and onetime funding provided by the State.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The funding source for the current agreement will come from on-going funding and one-time funding provided by the State. Subsequent years will be paid for using funds that are in excess of the District's 17% reserve threshold and committed for use only to pay for the cost of the increase each year.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 135 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Amounts (As of 12/15/2022) Not Including Increases	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3) (As of 12/15/2022) Including Increases
REVENUES				
Local Control Funding Formula Sources (8010-8099)	56,505,168.00			\$ 56,505,168
Remaining Revenues (8100-8799)	\$ 1,184,076			\$ 1,184,076
TOTAL REVENUES	\$ 57,689,244	\$ -	\$ -	\$ 57,689,244
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,528,643	\$ 209,552	\$ 1,974,740	\$ 20,712,935
Classified Salaries (2000-2999)	\$ 6,174,721	\$ 1,093,879		\$ 7,268,600
Employee Benefits (3000-3999)	\$ 10,407,409	\$ 371,910	\$ 492,442	\$ 11,271,761
Books and Supplies (4000-4999)	\$ 1,530,193			\$ 1,530,193
Services, Other Operating Expenses (5000-5999)	\$ 3,459,197			\$ 3,459,197
Capital Outlay (6000-6599)	\$ 202,355			\$ 202,355
Other Outgo (7100-7299) (7400-7499)				\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (1,965,355)			\$ (1,965,355)
Other Adjustments				
TOTAL EXPENDITURES	\$ 38,337,163	\$ 1,675,341	\$ 2,467,182	\$ 42,479,686
OPERATING SURPLUS (DEFICIT)	\$ 19,352,081	\$ (1,675,341)	\$ (2,467,182)	\$ 15,209,558
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$ -
TRANSFERS OUT & OTHER USES (7610-7699)				\$ -
CONTRIBUTIONS (8980-8999)	\$ (9,261,115)			\$ (9,261,115)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 10,090,966	\$ (1,675,341)	\$ (2,467,182)	\$ 5,948,443
BEGINNING BALANCE	\$ 15,994,700			\$ 15,994,700
Prior-Year Adjustments/Restatements (9793/9795)				\$ -
CURRENT-YEAR ENDING BALANCE	\$ 26,085,666	\$ (1,675,341)	\$ (2,467,182)	\$ 21,943,143
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 115,000			\$ 115,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)				\$ -
Other Commitments (9760)	\$ 19,209,725			\$ 19,209,725
Other Assignments (9780)				\$ -
Reserve for Economic Uncertainties (9789)	\$ 2,401,620.00	\$ 54,624.00	\$ 162,174.00	\$ 2,618,418
Unassigned/Unappropriated (9790)	\$ 4,359,321	\$ (1,729,965)	\$ (2,629,356)	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 135 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Amounts (As of 12/15/2022) Not Including Increases	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3) (As of 12/15/2022) Including Increases
REVENUES				
Local Control Funding Formula Sources (8010-8099)				\$ -
Remaining Revenues (8100-8799)	\$ 33,573,263		\$ -	\$ 33,573,263
TOTAL REVENUES	\$ 33,573,263	\$ -	\$ -	\$ 33,573,263
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 11,917,807	\$ 87,292	\$ 442,355	\$ 12,447,454
Classified Salaries (2000-2999)	\$ 6,408,039			\$ 6,408,039
Employee Benefits (3000-3999)	\$ 9,204,989	\$ 58,195	\$ 109,793	\$ 9,372,977
Books and Supplies (4000-4999)	\$ 2,297,052		\$ 1,167,490	\$ 3,464,542
Services, Other Operating Expenses (5000-5999)	\$ 2,241,575		\$ 1,125,977	\$ 3,367,552
Capital Outlay (6000-6599)	\$ -		\$ 93,016	\$ 93,016
Other Outgo (7100-7299) (7400-7499)	\$ 625,000			\$ 625,000
Direct Support/Indirect Cost (7300-7399)	\$ 1,795,724			\$ 1,795,724
Other Adjustments				
TOTAL EXPENDITURES	\$ 34,490,186	\$ 145,487	\$ 2,938,631	\$ 37,574,304
OPERATING SURPLUS (DEFICIT)	\$ (916,923)	\$ (145,487)	\$ (2,938,631)	\$ (4,001,041)
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$ -
TRANSFERS OUT & OTHER USES (7610-7699)				\$ -
CONTRIBUTIONS (8980-8999)	\$ 9,261,115			\$ 9,261,115
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 8,344,192	\$ (145,487)	\$ (2,938,631)	\$ 5,260,074
BEGINNING BALANCE	\$ 4,582,641			\$ 4,582,641
Prior-Year Adjustments/Restatements (9793/9795)				\$ -
CURRENT-YEAR ENDING BALANCE	\$ 12,926,833	\$ (145,487)	\$ (2,938,631)	\$ 9,842,715
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)				\$ -
Restricted Reserves (9740)	\$ 12,926,833	\$ (145,487)	\$ (2,938,631)	\$ 9,842,715
Stabilization Arrangements (9750)				\$ -
Other Commitments (9760)				\$ -
Other Assignments (9780)				\$ -
Reserve for Economic Uncertainties (9789)				\$ -
Unassigned/Unappropriated (9790)				\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 135 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Amounts (As of 12/15/2022) Not Including Increases	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3) (As of 12/15/2022) Including Increases
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 56,505,168	\$ -	\$ -	\$ 56,505,168
Remaining Revenues (8100-8799)	\$ 34,757,339	\$ -	\$ -	\$ 34,757,339
TOTAL REVENUES	\$ 91,262,507	\$ -	\$ -	\$ 91,262,507
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 30,446,450	\$ 296,844	\$ 2,417,095	\$ 33,160,389
Classified Salaries (2000-2999)	\$ 12,582,760	\$ 1,093,879	\$ -	\$ 13,676,639
Employee Benefits (3000-3999)	\$ 19,612,398	\$ 430,105	\$ 602,235	\$ 20,644,738
Books and Supplies (4000-4999)	\$ 3,827,245	\$ -	\$ 1,167,490	\$ 4,994,735
Services, Other Operating Expenses (5000-5999)	\$ 5,700,772	\$ -	\$ 1,125,977	\$ 6,826,749
Capital Outlay (6000-6599)	\$ 202,355	\$ -	\$ 93,016	\$ 295,371
Other Outgo (7100-7299) (7400-7499)	\$ 625,000	\$ -	\$ -	\$ 625,000
Direct Support/Indirect Cost (7300-7399)	\$ (169,631)	\$ -	\$ -	\$ (169,631)
Other Adjustments				
TOTAL EXPENDITURES	\$ 72,827,349	\$ 1,820,828	\$ 5,405,813	\$ 80,053,990
OPERATING SURPLUS (DEFICIT)	\$ 18,435,158	\$ (1,820,828)	\$ (5,405,813)	\$ 11,208,517
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 18,435,158	\$ (1,820,828)	\$ (5,405,813)	\$ 11,208,517
BEGINNING BALANCE	\$ 20,577,341			\$ 20,577,341
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 39,012,499	\$ (1,820,828)	\$ (5,405,813)	\$ 31,785,858
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 115,000	\$ -	\$ -	\$ 115,000
Restricted Reserves (9740)	\$ 12,926,833	\$ (145,487)	\$ (2,938,631)	\$ 9,842,715
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ 19,209,725	\$ -	\$ -	\$ 19,209,725
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ 2,401,620	\$ 54,624	\$ 162,174	\$ 2,618,418
Unassigned/Unappropriated (9790)	\$ 4,359,321	\$ (1,729,965)	\$ (2,629,356)	\$ -

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 135 (CSEA)**

	2022-23	2023-24	2024-25
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 56,505,168	\$ 59,916,505	\$ 60,906,530
Remaining Revenues (8100-8799)	\$ 34,757,339	\$ 22,181,563	\$ 19,428,422
TOTAL REVENUES	\$ 91,262,507	\$ 82,098,068	\$ 80,334,952
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 33,160,389	\$ 33,690,955	\$ 34,230,010
Classified Salaries (2000-2999)	\$ 13,676,639	\$ 13,813,405	\$ 13,951,539
Employee Benefits (3000-3999)	\$ 20,644,738	\$ 21,173,489	\$ 21,689,225
Books and Supplies (4000-4999)	\$ 4,994,735	\$ 5,000,000	\$ 5,000,000
Services, Other Operating Expenses (5000-5999)	\$ 6,826,749	\$ 7,750,000	\$ 7,500,000
Capital Outlay (6000-6999)	\$ 295,371	\$ 450,000	\$ 450,000
Other Outgo (7100-7299) (7400-7499)	\$ 625,000	\$ 750,000	\$ 750,000
Direct Support/Indirect Cost (7300-7399)	\$ (169,631)	\$ (300,000)	
Other Adjustments			
TOTAL EXPENDITURES	\$ 80,053,990	\$ 82,327,850	\$ 83,570,774
OPERATING SURPLUS (DEFICIT)	\$ 11,208,517	\$ (229,782)	\$ (3,235,822)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -		
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -		
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 11,208,517	\$ (229,782)	\$ (3,235,822)
BEGINNING BALANCE	\$ 20,577,341	\$ 31,785,858	\$ 31,556,076
CURRENT-YEAR ENDING BALANCE	\$ 31,785,858	\$ 31,556,076	\$ 28,320,254
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 115,000	\$ 115,000	\$ 115,000
Restricted Reserves (9740)	\$ 9,842,715	\$ 8,628,633	\$ 5,078,606
Stabilization Arrangements (9750)	\$ -		
Other Commitments (9760)	\$ 19,209,725	\$ 18,555,087	\$ 18,657,461
Other Assignments (9780)	\$ -		
Reserve for Economic Uncertainties (9789)	\$ 2,401,620	\$ 2,469,835	\$ 2,507,123
Unassigned/Unappropriated (9790)	\$ 216,798	\$ 1,787,521	\$ 1,962,064

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2022-23	2023-24	2024-25
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 80,053,990	\$ 82,327,850	\$ 83,570,774
b.	State Standard Minimum Reserve Percentage for this District 3% percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 2,401,620	\$ 2,469,835	\$ 2,507,123

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 2,401,620	\$ 2,469,835	\$ 2,507,123
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 216,798	\$ 1,787,521	\$ 1,962,064
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)			
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)			
g.	Total Available Reserves	\$ 2,618,418	\$ 4,257,356	\$ 4,469,187
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2022-23

Yes ☒No ☐

2023-24

Yes ☒No ☐

2024-25

Yes ☒No ☐

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

The adjustments include increases to the Management Salary Schedules.

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

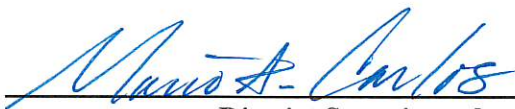
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and the Assistant Superintendent of Business Services of the La Habra City School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the La Habra Education Association, during the term of the agreement from July 1, 2022 to June 30, 2023.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	N/A
Expenditures/Other Financing Uses	N/A
Ending Balance Increase (Decrease)	N/A

N/A ☒ (No budget revisions necessary)



District Superintendent
(Signature)



Date



Chief Business Officer
(Signature)



Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)

Date

**President or Clerk of Governing Board
(Signature)**

Date

Contact Person

Phone

TENTATIVE AGREEMENT
BETWEEN
THE LA HABRA CITY SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 135

January 19, 2023

Pursuant to negotiations between the La Habra City School District (District) and the California School Employees Association and its La Habra Chapter 135 (CSEA), reached tentative agreement on the 2022 Successor Collective Bargaining Agreement as follows:

Article 6.1.3 - Use of Sick Leave in Cases of Personal Necessity

6.1.3 Use of Sick Leave in Cases of Personal Necessity Business Days

Up to seven (7) days per year may be taken as a Personal Business Day (PBD) for any purpose without disclosing the reason. PBD will not be taken for concerted employee activity such as strikes, work stoppages, and work slowdowns during normal business hours.

6.1.3.1 The following guidelines apply for use of PBD, except in case of an emergency or with prior approval:

- **PBD are taken from available sick leave**
- Minimum of seven (7) calendar days notice to immediate supervisor
- Twelve (12) month employees cannot combine PBD with vacation
- PBD will not be taken during the first week/last week of school, days before/after recess/holidays
- **PBD are in place of Personal Necessity leave days**

Article 7 – Hours

~~7.8 — All employees who have been on duty for six (6) hours shall be entitled to a duty free lunch period of a minimum of thirty (30) minutes per day.~~

7.8 Lunch Period: Employees working six (6) or more hours per work day shall be entitled to a duty-free, unpaid lunch period. The length of time for such lunch period shall not be less than one-half (1/2) hour, and shall be scheduled approximately at the midpoint of the shift. Lunch begins when the employee leaves his/her assignment. Rest periods shall not be used to lengthen the lunch period. Lunch periods shall not be used to shorten the work day.

~~7.10 — All employees will be granted a rest period of 15 minutes for every 3 1/2 hours of work, as scheduled by the District. The rest period shall not be used to lengthen the lunch period or shorten the workday.~~

7.10 **Rest Period: Employees are entitled to paid rest periods of fifteen (15) minutes for each three and one-half (3½) hour work period. Rest period begins when the employee leaves his/her assignment. Rest periods shall not be used to lengthen the lunch period or shorten the work day.**

7.13.1 Annual Work Calendars

7.13.1 The number of scheduled work days for employees and the scheduling of such work days are found in ~~Appendices 3 through 7~~ **posted on the District website under Human Resources.** The total number of days of annual service, which includes Holidays, Professional Development, and in-service for bargaining unit members shall be:

7.13.1.1 Schedule 1: 260 days

7.13.1.2 Schedule 2: ~~496~~ **197** days

7.13.1.3 Schedule 3: ~~209~~ **210** days

7.13.1.4 Schedule 5: ~~249~~ **220** days

7.13.1.5 Schedule 6: ~~496~~ **197** days

~~The placement of the forgoing service days would be part of negotiations on Calendar. This proposal supersedes any previous agreement relative to the Professional Development. This proposal reflects 4 additional work days which is equivalent to 2% more salary/year.~~

Article 8 – Salary Schedule and Employee Benefits

The following agreements for an increase in Salary have been reached for the 2022-2023 school year.

8.1 For the ~~2021-2022~~ **2022-2023** school year, classified salary schedules for all classified employees shall be increased by ~~4%~~ **6%** ongoing across the board, effective upon ratification paid retroactively to July 1, 2021 **2022**. **A 4% one-time off-schedule payment, based upon the 2022-2023 salary schedule, shall be applied to base salaries for all unit members employed by the District as of the date of Board approval, anticipated to occur on February 9, 2023.**

8.3.7 Effective ~~January~~ **February** 1, 2022 **2023**, the District's tenthly contribution towards the cost of health benefit shall not exceed:

	Medical	Delta Dental PPO	Delta Dental HMO	VSP (Vision Service Plan)
Single Party	\$534.05 <u>\$614.00</u>	\$118.06 <u>\$136.00</u>	\$60.93 <u>\$70.00</u>	\$9.83 <u>\$12.00</u>
Two-Party	\$1126.98	\$118.06	\$60.93	\$20.52

	<u>\$1297.00</u>	<u>\$136.00</u>	<u>\$70.00</u>	<u>\$24.00</u>
Family	<u>\$1612.20</u>	<u>\$118.06</u>	<u>\$60.93</u>	<u>\$29.47</u>
	<u>\$1854.00</u>	<u>\$136.00</u>	<u>\$70.00</u>	<u>\$34.00</u>

Article 9 - Layoff and Reemployment

9.1 Reason for Layoff

Layoff shall only occur for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the ~~class~~ classifications shall be determined by length of service. The employee who has been employed the shortest time in the ~~class~~ classification plus higher ~~classes~~ classifications shall be laid off first. Length of service shall mean hire date seniority (i.e. first date of hire in a probationary status), minus periods of unpaid leaves of absence for purposes other than military, maternity, health rehabilitation and industrial accident; said unpaid leave exceptions shall be limited to six (6) months duration for leaves requested at the discretion of the employee.

9.2 Notice of Layoff

~~Any layoffs shall take place upon sixty (60) days written notice. Any notice of layoff shall specify the reason for the layoff, the identity by name and classification of the employee designated for layoff, and the information on their displacement rights, if any, and reemployment rights.~~

The affected employee shall be entitled to preliminary written notice no later than March 15 and final notice before May 15 that the employee's services will not be required for the ensuing year. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.

9.3 Order of Layoff

Any layoff shall be affected within a ~~class~~ classification.

9.4 Bumping Rights

An employee laid off from employee's present class may bump into the next lowest class in which the employee has greater seniority, or into an equal class in which employee has previously served and has greater seniority in that class by virtue of service in said class. The employee may continue to bump into lower classes to avoid layoff.

9.5 Equal Seniority

If two or more employees subject to layoff have equal class seniority, the layoff determination shall be made by lottery.

9.6 Reemployment Rights

Laid off persons are eligible for reemployment in the ~~class~~ classification from which they are laid off for a thirty-nine (39) month period and shall be re-employed reemployed in the classification in preference to new applicants. ~~in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment defined or undefined in this Agreement.~~

9.7 **Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, in addition to thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.

9.8 **Notification of Reemployment**

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District, by certified or registered mail.

9.9 **Employee Notification to the District**

An employee shall notify the District in writing of their intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice.

Failure by the employee to tender the written notice to the District within ten (10) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid off employee may decline three offers of employment before relinquishing their position **on** the list. If an employee on a reemployment list refuses the third offer of employment, no additional offers will be made, and the employee shall be considered unavailable for work.

9.10 **Reemployment**

Employees who accept a position lower than their highest former class **classification** shall retain their original thirty-nine (39) months right to the higher position.

9.11 Layoff as used herein shall refer to separation from service. ~~or reduction in assigned time.~~

9.12 Only alleged procedural violations of the provisions of this Article shall be subject to the Grievance Procedure (Article ~~IV~~ **4**) as set forth in this Agreement.

9.13 If a laid off unit member is ~~re-employed~~ **reemployed** by the District within thirty-nine (39) months, employee shall have the sick leave accrual and seniority date reinstated to that in effect for employee at the time of layoff.

ARTICLE 14 - Term

14.1 This Agreement shall remain in force from July 1, ~~2019~~, **2022**, through June 30, ~~2022~~ **2025** and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than April 30, **2025** of its request to modify, amend, or terminate the Agreement.

14.2 If either party chooses to reopen negotiations for the ~~2020-2021~~ **2023-2024** school year, reopener negotiations will commence following sunshining proposals in ~~Spring~~ **April** ~~2020~~ **2023**. Reopener negotiations will be limited to one (1) article each in addition to Article ~~VIII~~ **8** – Salary Schedule and Employee Benefits.

If either party chooses to reopen negotiations for the ~~2021-2022~~ **2024-2025** school year, reopener negotiations will commence following sunshining proposals in ~~Spring~~ **April** ~~2021~~ **2024**. Reopener

negotiations will be limited to one (1) article each in addition to Article ~~VIII~~ **8** – Salary Schedule and Employee Benefits.

14.3 The District and CSEA have concluded negotiations for the term of this agreement subject to Article ~~XIV~~ **14**. The bargaining teams for both CSEA and the District recommend ratification of this tentative agreement.

ARTICLE 19 (NEW) – Performance Evaluations

19.1 Times for Evaluations

All classified employees shall be evaluated by their immediate supervisor or the site principal. Probationary employees are evaluated at the end of their second and fifth month of service. Permanent employees are evaluated each year between February and April. The evaluation form to be used is included at Appendix 1.

19.1.1 After three (3) years of receiving an overall rating of “Meets Expectations” in the same classification, permanent employees will be evaluated at two (2) year intervals.

19.1.2 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor or annually at the request of the employee.

19.2 Evaluation

Employees shall be evaluated by the site principal or their immediate supervisor and reviewed by the department supervisor.

19.2.1 The immediate supervisor shall present the evaluation form to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt and the employee shall be given a signed copy. The performance evaluation form shall be reviewed by the department supervisor and then filed in the employee’s personnel file.

19.2.2 Evaluations shall be made based upon substantiated information or statements. Any negative comments in the evaluation shall include specific recommendations for improvement and the employee shall have the right to review and respond to any evaluation within ten (10) business days.

19.2.3 When underperformance is identified in the formal evaluation, the employee may be provided with a performance improvement plan. The purpose of the performance improvement plan is to address areas of growth so that specific expectations are clear, resources are made available to support the employee, and the employee is given an opportunity to demonstrate competency in the identified area(s) of underperformance.

19.3 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

19.4 It is the intention of this article to set forth the applicable procedures and requirements for the evaluation of employees.

APPENDIX 8 - VACATION SCHEDULE

<u>Years of Employment</u>	<u>Work Schedule</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>6</u>
One through six	12	9.5	10	10.5	9.5
Seven	13	10.5	11	11.5	10.5
Eight	14	11.5	12	12.5	11.5
Nine through Fourteen	15	12.5	13	13.5	12.5
Fifteen and Over	18	15.5	16	16.5	15.5

<u>Years of Employment</u>	<u>Work Schedule</u>				
<u>-</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>6</u>
<u>One through Six</u>	<u>13</u>	<u>10.5</u>	<u>11</u>	<u>11.5</u>	<u>10.5</u>
<u>Seven</u>	<u>14</u>	<u>11.5</u>	<u>12</u>	<u>12.5</u>	<u>11.5</u>
<u>Eight</u>	<u>15</u>	<u>12.5</u>	<u>13</u>	<u>13.5</u>	<u>12.5</u>
<u>Nine through Fourteen</u>	<u>16</u>	<u>13.5</u>	<u>14</u>	<u>14.5</u>	<u>13.5</u>

<u>Fifteen and Over</u>	<u>20</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>	<u>17.5</u>
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** Vacation may not be accumulated except as provided for in Section 7.12.1. Pay shall not be awarded in lieu of vacation for Schedule 1 employees.

** All Schedule 2, 3, 5 and 6 employees ~~shall receive vacation pay at the end of the school year unless the employee requests to be paid for accumulated~~ **may use accumulated** vacation at **Fall, Christmas Winter,** and Spring Recess.

** **All Schedule 2, 3, 5 and 6 employees may request up to 4 days of accumulated vacation rollover to the following year by April 30. All remaining accumulated days will be paid out.**

** ~~All schedule 2 and 6 employees may receive vacation pay of up to three (3) days at winter break and up to four (4) days at spring break. Any additional accumulated vacation time shall be paid at the end of the school year.~~

** The scheduling of vacation for Schedule 1 employees shall be the responsibility of administration. Effort shall be made to enable vacation to be taken when convenient to the employee consistent with the workload of the Department.

** The Personnel Commission may cause extension of vacation accumulation if a District emergency condition requires the employee to work during the emergency.

** Vacation days shall be pro-rated for part time (less than eight hours) on the basis of actual hours worked.

All members of the bargaining teams for both the La Habra City School District and the California School Employees Association and its Chapter 135 support ratification of the Tentative Agreement. This Tentative Agreement is subject to ratification by CSEA and its Chapter 135 membership, CSEA Policy 610 requirements and adoption by the La Habra City School District Board of Education.

CSEA and its La Habra Chapter 135:

Monique Galvan, CSEA Labor Relations Representative _____

Sonia Kneip, CSEA Chapter 135 President _____

La Habra City School District:

Sheryl Tecker, Associate Superintendent of Human Resources _____

Danelle Bautista, Director of Classified Personnel _____

La Habra City School District

2022-2023

CSEA Classified Salary Schedule

Extended Care/Kidzone

	Schedule	Classification/Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
KIDZONE^	2	Extended Care Site Lead	1	21.85	22.75	23.66	24.57	25.49	26.40
	2	Extended Care Assistant Site Lead	2	19.13	20.02	20.92	21.85	22.75	23.66
	2	Extended Care Worker^^	4	16.43	17.25	18.11	19.02	19.97	20.97
	2	Extended Care Coordinator +	5	25.93	27.22	28.59	30.07	31.58	33.15
CSEA CLASSIFIED SALARY SCHEDULE	2	Special Needs Bus Aide^^	9	2,717 15.50	2,852 16.28	2,995 17.09	3,144 17.94	3,302 18.84	3,467 19.78
	2	Cafeteria Worker	14	2,998 17.03	3,147 17.88	3,309 18.80	3,480 19.77	3,649 20.73	3,840 21.82
	2	Satellite Kitchen Lead	16	3,147 17.88	3,309 18.80	3,480 19.77	3,649 20.73	3,840 21.82	4,031 22.90
	2	Educational Assistant Instructional Assistant I - Special Education Physical Education Assistant	17	3,232 18.36	3,390 19.26	3,566 20.26	3,743 21.27	3,936 22.36	4,136 23.50
	2	Food Transporter/Server	18	3,309 18.80	3,480 19.77	3,649 20.73	3,840 21.82	4,031 22.90	4,237 24.07
	2	Instructional Assistant II - Special Ed/Health & Medical Multi-Tiered System of Support Assistant	19	3,390 19.26	3,566 20.26	3,743 21.27	3,936 22.36	4,136 23.50	4,340 24.66
	2	Community Liaison	20	3,480	3,649	3,840	4,031	4,237	4,452
	2	Cook's Helper		19.77	20.73	21.82	22.90	24.07	25.30
	1	Clerk Typist (12)*	21	3,566 20.26	3,743 21.27	3,936 22.36	4,136 23.50	4,340 24.66	4,564 25.93
	2	Clerk Typist (10)							
	2	Inclusion Assistant							
	2	Instructional Assistant III - Special Ed/Behavior							
	1	Nutrition Services Assistant*	22	3,649	3,840	4,031	4,237	4,452	4,676
	2	Lead Cook		20.73	21.82	22.90	24.07	25.30	26.57
	2	Health Technician	23	3,743	3,936	4,136	4,340	4,564	4,793
	6	Language Assessment Assistant		21.27	22.36	23.50	24.66	25.93	27.23
	1	Evening Custodian**	25	3,936 22.36	4,136 23.50	4,340 24.66	4,564 25.93	4,793 27.23	5,034 28.60
	1	Utility Worker*							
	2	Special Education Bilingual Technician							
	2	Nutrition Service Warehouse & Delivery Worker							
	3	Information Services Technician I							
	1	Groundskeeper*	26	4,031	4,237	4,452	4,676	4,914	5,161
	3	School Clerk *		22.90	24.07	25.30	26.57	27.92	29.32
	1	Day Custodian*	27	4,136 23.50	4,340 24.66	4,564 25.93	4,793 27.23	5,034 28.60	5,289 30.05
	1	Grounds Equipment Operator*							
	1	Secretary*							
	2	Bus Driver							
	3	Helpdesk & Inventory Clerk							
	3	Information Services Technician II* +							
	1	Bus Driver Trainer*	28	4,237 24.07	4,452 25.30	4,676 26.57	4,914 27.92	5,161 29.32	5,422 30.81
	1	Transportation Dispatcher*							
	2	Speech and Language Assistant (SLPA)							
	5	School Office Manager*							
	1	Accounting Technician II*	29	4,340	4,564	4,793	5,034	5,289	5,560
	1	Grounds Equipment Operator/Chemical Applicator*		24.66	25.93	27.23	28.60	30.05	31.59

La Habra City School District

2022-2023

CSEA Classified Salary Schedule

Extended Care/Kidzone

Schedule	Classification/Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CSEA CLASSIFIED SALARY SCHEDULE	1 General Maintenance Worker*	31	4,564 25.93	4,793 27.23	5,034 28.60	5,289 30.05	5,560 31.59	5,835 33.15
	2 Licensed Vocational Nurse (LVN)							
	1 Purchasing Assistant							
	1 Mechanic I*	32	4,676 26.57	4,914 27.92	5,161 29.32	5,422 30.81	5,698 32.38	5,979 33.97
	1 Sprinkler Repair Worker*							
	1 Accounting Technician III*	33	4,793 27.23	5,034 28.60	5,289 30.05	5,560 31.59	5,835 33.15	6,129 34.82
	1 Print Reproduction/Warehouse & Delivery Worker*							
	1 Nutrition Services Operations Specialist*	34	4,914 27.92	5,161 29.32	5,422 30.81	5,698 32.38	5,979 33.97	6,278 35.67
	1 Mechanic II*							
	1 Skilled Maintenance Worker*	35	5,034 28.60	5,289 30.05	5,560 31.59	5,835 33.15	6,129 34.82	6,436 36.57
	3 Systems Analyst I (10)* +							
	1 Systems Analyst I (12)* +							
	1 Systems Analyst II* +	38	5,422 30.81	5,698 32.38	5,979 33.97	6,278 35.67	6,595 37.47	6,923 39.34
	Electrician*							
	HVAC Technician*							
	1 Skilled Maintenance Worker/Plumber*	39	5,560 31.59	5,835 33.15	6,129 34.82	6,436 36.57	6,755 38.38	7,091 40.29
	1 CALPADS/SIS Data Analyst*							
	1 Network Specialist* +							
		45	6,436 36.57	6,755 38.38	7,091 40.29	7,449 42.32	7,821 44.44	8,212 46.66

^KIDZONE - No longevity

^^Effective 1/1/2021

*Monthly rate

**Evening Custodian +5%

+ Mileage \$100

++ Mileage \$200

(10) 10-Month Employee

(12) 12-Month Employee

Schedule 1 - 260 days / Schedule 2 - 196 days / Schedule 3 - 209 days / Schedule 5 - 219 days / Schedule 6 - 196 days

LONGEVITY

8th year	2%
10th year	4%
15th year	6%
20th year	12%
25th year	15%

Administrative Secretary (CSEA) reclassified to Administrative Assistant (CONF) effective 8/12/22

Board Approved 8/11/2022

Minimum wage increase effective 01/01/2023

Board Approved 12/15/2022

2022-2023 CSEA Salary Schedule Increase (Effective 7/1/2022) 2021-2022 plus 6%

Board Approval Pending

LA HABRA CITY SCHOOL DISTRICT

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Associate Superintendent of Human Resources
Date: February 9, 2023

Re: CERTIFICATED EARLY RETIREMENT APPLICATIONS

The following candidates have submitted Early Retirement Applications effective July 2023

Recommend for Board Consideration

Name	Age (In July 2023)	Present Assignment	Total Years in Teaching	Years in La Habra	Retirement Request
Ava Teresa Cooper	56	4th/5th grade Teacher - Walnut	23	23	Health/Dental Benefits
Ellen Garcia	58	5th grade Teacher - Walnut	34	34	Health/Dental Benefits
Gregory Ornelas	62	RSP Teacher - IMS	25	22	Preferred Sub/ Health/Dental Benefits
Cynthia Smith	60	Kinder Teacher - Arbolita	32	31	Health/Dental Benefits
Robert Sykes	62	PE Teacher - IMS	37	37	Health/Dental Benefits

Contract Eligibility Requirements

1. Employed for ten consecutive years, age 55 years or more on or before July 1 prior to retirement.
2. Receive health and dental benefits 55-65, until Medicare is available.
3. May request preferred substitute status at the regular per diem substitute pay rate for as many days as it takes to receive maximum allowable compensation. Participation in the substitute option is limited to 5% of the total staff modified by an attrition figure. This limitation does not affect those requesting health and dental benefits only.