



 *La Habra City  
School District*

## BOARD OF EDUCATION - REGULAR MEETING

### AGENDA

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

Thursday, November 12, 2020 06:00 PM

**4:30 p.m. - Closed Session**

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

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the La Habra City School District Board shall be held by teleconference. Trustees of La Habra City School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link [lahabraschools.org/live](https://lahabraschools.org/live). Public comments may be submitted by email to [publiccomment@lahabraschools.org](mailto:publiccomment@lahabraschools.org) on or before 3:00 p.m. on Thursday, November 12, 2020.

Agenda item 10.e is a Public Hearing - Personnel Commission Board Appointment. Persons who wish to comment on the Public Hearing are invited to submit comments via email to the following email – [publiccomment@lahabraschools.org](mailto:publiccomment@lahabraschools.org) on or before 3:00 p.m. on Thursday, November 12, 2020. Please limit comments to 300 words or less. All comments will be read aloud during the meeting. Closed Session begins at 4:30 p.m. and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

#### **1. Formal Call to Order**

**Start time:** 04:30 PM

#### **2. Adjourn the Meeting to Closed Session**

- a. Public Employee Performance Evaluation  
Title: Superintendent of Schools  
Government Code 54957

- b. Conference with Legal Counsel - Anticipated Litigation, Exposure to Litigation Pursuant  
Government Code 54956.9(d)(2)

- c. Conference with Labor Negotiators District representatives: Dr. Joanne Culverhouse,  
Superintendent Employee Organization(s): California School Employees Association (CSEA),  
Chapter #135/La Habra Education Association (LHEA)  
Government Code Sections 54954.5(f), 54957.6

### 3. Second Call to Order

Start time: 06:00 PM

- Welcome
- Pledge of Allegiance

### 4. Report from Closed Session

### 5. Action Item: Adoption of Agenda (Action)

Motion\_\_\_\_\_ Second \_\_\_\_\_ Board Action\_\_\_\_\_

### 6. Action Item: Approval of Minutes of the Regular Meeting of October 8, 2020. (Action)

Motion\_\_\_\_\_ Second \_\_\_\_\_ Board Action\_\_\_\_\_

### 7. Correspondence: Clerk of the Board

### 8. Public Interest

- KidZone - Presenter: Vianca Callejas, Extended Care Coordinator
- Governing Board Recognition

### 9. Public Comment

Persons who wish to comment on topics included on the Open Session Agenda are invited to submit comments via email to the following email - [publiccomment@lahabraschools.org](mailto:publiccomment@lahabraschools.org) on or before 3:00 p.m. on Thursday, November 12, 2020. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. 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.

### 10. CONSENT CALENDAR (Action)

Motion\_\_\_\_\_ Second \_\_\_\_\_ Board Action\_\_\_\_\_

#### a. EDUCATIONAL SERVICES (Consent Agenda)

##### 1. Contract Reports - Educational Services/Special Education

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

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

##### 2. Staff Development

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

##### 3. Memberships

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

**4. University Agreements**

[Azusa Pacific \(p. 10\)](#)

[Biola University \(p. 15\)](#)

**b. BUSINESS SERVICES**

**(Consent Agenda)**

**1. Contract Reports - Business Services**

[Business Services \(p. 19\)](#)

**2. Expenditures Report**

[Expenditure Report \(p. 20\)](#)

**3. Donations**

[Donations \(p. 21\)](#)

**4. Field Contracts**

[Field Contracts \(p. 22\)](#)

**c. PERSONNEL SERVICES**

**1. Separations/New Hires**

[Separations.pdf \(p. 23\)](#)

[New Hires \(p. 24\)](#)

**11. GENERAL MATTERS**

**a. Action Item: Approval of the 2020-2021 Board Governance Calendar**

**(Action)**

Trustees are requested to approve the 2020-2021 Board Governance Calendar.

**Motion**\_\_\_\_\_

**Second** \_\_\_\_\_

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

[LHCSGD Governance Calendar 2020-2021 \(p. 26\)](#)

**b. Information Item: First Reading of Select Board Policies**

**(Information)**

Trustees will review a first reading of new/revised Board Policies (BP) per California School Board Association recommended for BP 6020 - Parent Involvement, BP 6142.7 - Physical Education and Activity and BP 6173 - Education for Homeless Children.

[Board Policies Memo \(p. 27\)](#)

[BP6020 - Parent Involvement - 1st reading \(p. 29\)](#)

[BP6142.7 - Physical Education and Activity - 1st reading \(p. 33\)](#)

[BP6173 - Education for Homeless Youth - 1st reading \(p. 38\)](#)

**c. Information Item: Committees and Commissions**

**(Information)**

Trustees will discuss the current list of Commissions and Committees and a tentative Board meeting schedule for 2021.

[Upcoming Board Meetings \(p. 42\)](#)

**d. Action Item: Annual Organizational Meeting**

Trustees will set the date and time for the annual Board of Education Organizational Meeting, tentatively considered for December 17, 2020.

**Motion**\_\_\_\_\_ **Second**\_\_\_\_\_ **Board Action**\_\_\_\_\_

[Annual Organizational Letter \(p. 43\)](#)

[Organizational Meeting Information \(p. 44\)](#)

**e. Public Hearing: Appointee to the Personnel Commission**

Person who wish to comment on the Public Hearing are invited to submit comments via email to the following email - [publiccomment@lahabraschools.org](mailto:publiccomment@lahabraschools.org) on or before 3:00 p.m. on Thursday, November 12, 2020.

Trustees are requested to open an official Public Hearing to accept comments from members of the public on the Appointment to the Personnel Commission.

[Public Hearing PC Appointment \(p. 45\)](#)

**f. Action Item: Approval of Personnel Commission Board Appointee (Action)**

The Board has held a public hearing to provide the public, employees, and employee organizations the opportunity to provide input regarding the qualifications of the individual who is being recommended. Approval of the reappointment is requested for Sharon Brown as the Board appointee to the Personnel Commission for a three-year term commencing on December 1, 2020.

**Motion**\_\_\_\_\_ **Second**\_\_\_\_\_ **Board Action**\_\_\_\_\_

[Board Appointee Memo \(p. 46\)](#)

**g. Information Item/Action Item: Title I, Part A Parent and Family Engagement Policy (Action)**

It is recommended that the Board approve the Title I, Part A Parent and Family Engagement Policy.

**Motion**\_\_\_\_\_ **Second**\_\_\_\_\_ **Board Action**\_\_\_\_\_

[Parent Engagement Policy Memo \(p. 47\)](#)

**12. INSTRUCTION AND PERSONNEL**

**a. Information/Action Item: First/Second Possible Reading of New Classified Job Description (Possible Action)**

Trustees are requested to approve a first and possible second reading of a new classified job for CALPADS SIS Technician.

**Motion**\_\_\_\_\_ **Second**\_\_\_\_\_ **Board Action**\_\_\_\_\_

[CALPADS SIS Analyst Job Description \(p. 48\)](#)

**13. BUSINESS MATTERS**

**a. Action Item: Approval of Bank Signatures (Action)**

Trustees are requested to approve the addition of Dr. Mario A. Carlos, Associate Superintendent of Human Resources and Cheryl Eubanks, Director of Nutrition Services as authorized signers for select bank accounts for the District.

Motion \_\_\_\_\_

Second \_\_\_\_\_

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

[Authorization of Bank Signature for Dr. Carlos \(p. 50\)](#)

[Authorization of Bank Signature for Cheryl Eubanks \(p. 51\)](#)

**b. Action Item: Approval of Resolution #12-2020 - Budget Deferrals and Temporary Transfer Agreement Resolution with the Orange County Treasury (Action)**

Trustees are requested to adopt Resolution #12-2020 for Budget Deferrals and Temporary Transfer Agreement Resolution with the Orange County Treasury.

Motion \_\_\_\_\_

Second \_\_\_\_\_

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

[Memo 2020-21 Temporary Transfer of Funds \(p. 52\)](#)

[Temporary Transfer Agreement \(p. 54\)](#)

[Resolution 12-2020.pdf \(p. 59\)](#)

**14. Board/Superintendent Comments:**

**15. Adjournment**

Motion \_\_\_\_\_

Second \_\_\_\_\_

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

**16. NEXT BOARD MEETING:**

The next regular meeting of the Board of Education is scheduled for December 17, 2020 (pending Board approval) at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

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



## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

### Board of Education

SANDI BALTES, *President*  
JOHN A. DOBSON, *Clerk/Vice-President*  
ADAM ROGERS, *Member*  
CYNTHIA AGUIRRE, *Member*  
OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

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

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

Agreement to provide professional multilingual translation/interpretation services for the 2020-2021 school year	District	7/1/2020	6/30/2021	Language Network	\$5,000.00	Admin/Special Education
Interagency Agreements between La Habra City School District, Parent and Premier Healthcare Services--Orange to provide a private-duty nurse for Student #1218055	District	7/1/2020	6/30/2021	Premier Healthcare Services - Orange	N/A	N/A
Memorandum of Understanding with Orange County Department of Education (OCDE) to utilize the Mental Health Student Services Act grant funds to expand access to mental health services for children and youth	District	9/1/2020	8/31/2024	Orange County Department of Education	N/A	N/A
Inside the Outdoors-Virtual Program	Various	7/1/2020	8/31/2021	Orange County Department of Education	N/A	Grant/Site Funded

**Board Approved: November 12, 2020**



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500 North Walnut, La Habra, California 90631-3769

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ADAM ROGERS, *Member*  
CYNTHIA AGUIRRE, *Member*  
OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

### **REQUEST FOR APPROVAL OF SPECIAL EDUCATION MASTER CONTRACTS**

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

Nonpublic, Nonsectarian School/Agency	Location	Start Date	End Date	Invoice Amount	Funding Source
TTC4SUCCESS (Tasha's Training and Consulting)	Murrieta, CA	12/1/2020	6/30/2021	per rate sheet	Special Education

**Board Approved: November 12, 2020**

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

<b>GENERAL PROGRAM</b>	<b>LOCATION</b>	<b>DATE</b>	<b>OVERVIEW</b>	<b>ATTENDEE(S)</b>	<b>ESTIMATED</b>	<b>FUNDING SOURCE</b>
CARES Act & EDGAR/UGG Workshop	Virtual	10/15/2020 & 10/22/2020	To review federal program fiscal and legislative issues	Arlene Magana	\$350.00	CARES
2020 Annual Education Conference	Virtual	12/3-12/4/2020	A leadership development opportunity that offers the governance perspective	Joanne Culverhouse Cynthia Aguirre Adam Rogers Gina Cosylion	\$1,596.00	Superintendent Office
Building for the Future IB PYP	Los Angeles, CA	1/23-1/25/2021	Required IB Training	Dana Riggs	\$1,503.00	District IB Account
Governor's Budget Workshop	Virtual	1/15/2021	Review the Governor's first preliminary budget	Arlene Magana	\$240.00	Fiscal General Fund



**La Habra City School District  
2020/2021 Memberships**

<b>ORGANIZATION</b>	<b>PERIOD</b>	<b>FEES</b>	<b>EMPLOYEE</b>	<b>PO#</b>	<b>ACCOUNT#</b>
Association of Supervision & Curriculum Development (ASCD)	2020-2021	\$ 89.00	Alma Noche	P3000890	0101-0512-0-5300-1110-1000-090-00000123
Coalition for Adequate School Housing	12/1/20 - 11/30/21	\$ 591.00	Christeen Betz	P30P0329	0101-8150-0-5300-0000-8110-450-00000000
National School Boards Association	1/1/21-12/31/21	\$ 5,206.25	Superintendent or Designee	P30P0431	0101-0000-0-5300-000-7100-340-00000000

**Board Approved: November 12, 2020**



School of Behavioral and Applied Sciences

## MEMORANDUM OF UNDERSTANDING

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

### W I T N E S S E T H

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

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

**WHEREAS**, the University operates fully-accredited educational programs for its candidates; and

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

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

### GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **December 15, 2020**, and terminate on **June 30, 2023**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
  - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
  - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible

for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

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

## 6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
  - b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.
7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.
10. **Indemnification.**
  - a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
  - b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, or employees during the course and scope of a University candidate's clinical training.

#### 11. **Scope of Work.**

##### **ADAPTED PHYSICAL EDUCATION FIELDWORK**

"Fieldwork" as used herein and elsewhere in this agreement means active participation in the duties and functions of teaching adapted physical education under the direct supervision and instruction of employees of the District (a) holding valid credentials and authorizations issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as adapted physical education teachers in the schools or classes in which the fieldwork is provided and (b) having completed a minimum of three years of successful teaching experience.

The District shall provide teaching experience through fieldwork in schools and classes of the district for candidates who are assigned by the University to fieldwork in schools or classes of the District. Such fieldwork shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for fieldwork any candidate of the University assigned to fieldwork in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any candidate of the University to fieldwork in the District.

The University will ensure candidates who participate in fieldwork hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c)



meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the fieldwork assignment, (f) passing applicable Teaching Performance Assessments, and (g) passing core coursework in the adapted physical education added authorization program.

An assignment of a candidate of the University to fieldwork in schools or classes of the District shall be, at the discretion of the University for a minimum of 35 hours for the first University term of fieldwork, and a minimum of 35 hours for the second University term of fieldwork. Fifty (50) percent of fieldwork hours shall be completed at preschool and elementary school sites, and fifty percent of fieldwork shall be completed at secondary (i.e., middle and high) school sites.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By:



Name: Gregory M. Bellinder

Title: Program Coordinator, Adapted  
Physical Education Added  
Authorization

Date: 09 / 22 / 2020

Address: Azusa Pacific University  
School of Behavioral and Applied  
Sciences  
P.O. Box 7000  
Azusa, CA 91702

La Habra City School District

By:

Name:

Title:

Date:

Address:

## CLINICAL AFFILIATION AGREEMENT – PRACTICUM

This agreement is entered into by and between La Habra City School District (“Training Site”) and Biola University, Inc. – Rosemead School of Psychology (“Rosemead”). Rosemead agrees to send to the above-named Training Site only those students enrolled in the Rosemead Clinical Psychology degree program and for the purpose of receiving clinical instruction and experience.

The parties hereto covenant and agree to the following:

### 1. STATUS OF ROSEMEAD SCHOOL OF PSYCHOLOGY AND THE TRAINING SITE

It is expressly understood and agreed that this agreement is neither intended nor shall be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Rosemead, the Training Site and students.

### 2. STATUS OF STUDENTS AND RESPONSIBILITIES OF PARTIES

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

#### 2.1 General Information

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

2.1.2 Rosemead and the Training Site shall not unlawfully discriminate against any students participating in the program on the basis of race, color, ethnicity, gender, creed, age or disability.

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

#### 2.2 Responsibilities of Rosemead

2.2.1 Rosemead represents that each student is covered by liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence. Rosemead agrees to maintain proof from its students of professional liability coverage with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate per student for all activities to be performed under this agreement. Rosemead shall provide workers' compensation coverage for its students participating in the clinical training program. Appropriate documentation of such insurance shall be provided upon request by the Training Site.

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

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

### **2.3 Responsibilities of the Training Site**

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

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

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

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

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

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

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

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

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

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

### **2.4 Responsibilities of the Student**

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

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

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



2.4.3 Maintaining confidentiality of any and all information concerning patients.

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

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

### **3. TERM OF AGREEMENT/CANCELLATION/CHANGE IN PLACEMENT**

This agreement shall remain in effect for the period of time from July 1, 2020 to June 30, 2021. Either party may cancel this agreement upon thirty (30) days' written notice; however, if the Training Site should exercise this option to cancel while a student is in training status, the student shall be allowed to complete the pre-stipulated training program subject to early termination of the student as set forth below. Termination or a change of a field placement of a student during the year is unusual and will only be granted in exceptional cases. Examples of exceptional circumstances include the deterioration of the training program, a supervisor committing unethical acts, the student not receiving sufficient clinical experience, and student misconduct deemed unremediable and unrectifiable by both Training Site and Rosemead. A student who wishes to change a placement must notify the Director of Clinical Training ("DCT"). The DCT will consult with the student's supervisor and appropriate Training Site administrators before a decision is made. The student may not make any unilateral decisions regarding termination at a field placement.

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

### **4. HOLD HARMLESS CLAUSE**

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

### **5. MISCELLANEOUS PROVISIONS**

#### **5.1 Modification**

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

#### **5.2 Entire Agreement**

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

#### **5.3 Binding Effect**

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

#### **5.4 Severability**

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

#### **5.5 Authorization**

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

**5.6. Governing Law**

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

This agreement has been executed by:

**Biola University, Inc.:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Breanna Klett  
Director of Purchasing

\_\_\_\_\_  
Date

**Training Site:**

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

\_\_\_\_\_  
Credentials or Supervisor/License #

\_\_\_\_\_  
Signature of Director or Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
500 North Walnut, La Habra, CA 90631  
Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
(562) 690-2305  
Phone

\_\_\_\_\_  
(562) 689-0104  
Fax



## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

### Board of Education

SANDI BALTES, *President*  
JOHN A. DOBSON, *Clerk/Vice-President*  
ADAM ROGERS, *Member*  
CYNTHIA AGUIRRE, *Member*  
OFELIA HANSON, *Member*

JOANNE CULVERHOUSE, Ed.D., *Superintendent*

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

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Provide a web-based application for paperless Board meetings	District	11/30/2020	11/30/2021	TransACT EduPortal e-Convene	\$3,096.00	General Fund
<b><u>RATIFICATION</u></b>						
Absence and Substitute Management web-based program for internal employees	District	7/1/2020	6/30/2021	Frontline Education	\$ 16,813.67	General Fund
Professional general non-audit services on an as-needed basis	Business Services Department	7/1/2020	6/30/2021	Eide Bailly, LLP	per rate sheet	General Fund
Online Zoom speaker for topic: "Celebrating Awesome Relationships in Education"	District	11/3/2020	11/3/2020	Monica Genta, LLC	\$1,750.00	General Fund
MySchoolLocator address data integration for AERIES	All sites	7/1/2020	6/30/2021	Hoonuit I, LLC	\$8,406.00	General Fund
Facilitate the LHEA/District team MOU negotiations for the 2020-21 school year	District	7/1/2020	6/30/2021	McKenna Education Associates	\$10,000.00	General Fund

**Board Approved: November 12, 2020**

Warrant Reports: September 22, 2020 – October 28, 2020

Approve warrants numbered 30-084987 through 30-085308  
For the amount of \$1,987,730.29 as presented.

0101	General fund	\$1,603,298.24
1212	Child Development Fund	\$211.85
1313	Nutrition Services	\$176,446.87
2128	Building Fd GO Bonds S-2018D	\$120,237.78
2525	Capital Facilities	\$85,504.00
4040	Special Reserve Fund for Capital Outlay	<u>\$2,031.55</u>
<b>TOTAL</b>		<b>\$1,987,730.29</b>

**DONATIONS MADE TO LA HABRA CITY SCHOOL DISTRICT**  
**July 14, 2020 To October 28, 2020**

<b>Tru-Form Plastics</b>	07/14/2020	20,000 Face Shields <i>District</i>	<u>\$ 50,000.00</u> <i>value</i>
<b>PacDent</b>	10/16/2020	Face Shields <i>District</i>	<u>\$ 2,146.56</u> <i>value</i>
<b>CA Casualty</b>	10/22/2020	Music & Art Donation <i>Arbolita</i>	<u>\$ 250.00</u>
<b>Total</b>			<b>\$ 52,396.56</b>



## La Habra City School District

500 North Walnut, La Habra, California 90631-3769

### Board of Education

SANDI BALTES, President  
JOHN A. DOBSON, Clerk/Vice-President  
ADAM ROGERS, Member  
CYNTHIA AGUIRRE, Member  
OFELIA HANSON, Member

JOANNE CULVERHOUSE, Ed.D., Superintendent

### REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Aragon Electrical Contractors	Labor and materials to install LED light fixtures	District Warehouse	\$2,200.00
Century Paving	Labor and materials to remove and repair asphalt walkway	Walnut	\$41,900.00
Luna Construction	Labor and materials to install 19 District-supplied drinking fountains	All school sites	\$18,715.00
Rivera Painting Plus	Labor and materials to prep and paint select worn items throughout the property	Washington	\$9,950.00
So Cool Air Conditioning	Labor and materials to remove roof top A/C units and install District-supplied units	Ladera Palma, El Cerrito	\$9,253.00
Tom's Plumbing & Drain Service	Labor and materials to replace the kitchen's commercial garbage disposals	Washington, Ladera Palma	\$4,900.00
Tom's Plumbing & Drain Service	Labor and materials to replace a leaking valve and double water meter box	Arbolita	\$3,250.00
Wolverine Fence	Labor and materials to remove chain link fencing and post footings	El Cerrito	\$4,060.00

**Board Approved: November 12, 2020**

## La Habra City School District

**To:** Board of Trustees  
**From:** Danelle Bautista, Director of Classified Personnel/Insurance Supervisor  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Separations

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

Espitia, Jawani I A III-Sp Ed/Behavior Imperial	2/22/2018	Resignation	10/30/2020
Ramos, Alice Student Supervisor Ladera Palma	11/7/2012	Resignation	10/16/2020

### **CERTIFICATED**

None

**Board Approved: November 12, 2020**

## La Habra City School District

**To:** Board of Trustees

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

**Date:** November 12, 2020

**CC:** Superintendent

**Re:** Ratification of New Employees Hired Subsequent to November 1, 2020

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

*Aguirre, Miguel Info Svcs Tech II District Office	Probationary	27-5	\$4,543/month	10/26/2020
*Callejas, Vianca Extended Care Coordinator KidZone	Probationary	5-1	\$23.40/hour	10/16/2020
*Epperly, Susan Info Svcs Tech II District Office	Probationary	27-6 + 20 yr long	\$5,347/month	10/26/2020
Lopez, Daniel Day Custodian Imperial	Probationary	27-1	\$3,733/month	10/5/2020
**Meda, Sophia Student Supervisor Ladera Palma	Probationary	Student Supervisor	\$13.00/hour	10/26/2020
*Morales, Zachariah Info Svcs Tech II District Office	Probationary	27-6	\$4,774/month	10/26/2020

\*Promoted from another position

\*\*Previously substitute status



## La Habra City School District

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

Druckenmiller, Alexandria 1 <sup>st</sup> grade Teacher Sierra Vista	Temporary	I-1	\$39,262.72/ year (pro-rated)	10/26/2020
Jan, Sarah Education Specialist (Mild/Mod) El Cerrito	Temporary	A-1	\$38,866.94/ year (pro-rated)	10/19/2020
Kvaska, Kirsten Education Specialist (Mod/Severe) Imperial Middle School	Temporary	I-1	\$43,129.88/year (pro-rated)	10/13/2020

**Board Approved: November 12, 2020**

# 2020-2021 LA HABRA CITY SCHOOL DISTRICT GOVERNANCE CALENDAR

JOB AREA	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
EFFECTIVE GOVERNANCE		REVIEW BOARD PROTOCOLS	ATTEND OCSBA SEMINAR	ATTEND OCSBA/ACSA DINNER & ETC MEETING	UPDATE BOARD HANDBOOK	HOLD ANNUAL ORGANIZATIONAL MEETING	ATTEND OCSBA SEMINAR		ATTEND OCSBA/ACSA DINNER & ETC MEETING		ATTEND OCSBA DINNER MEETING	UPDATE GOVERNANCE CALENDAR	
			ATTEND BOARD CANDIDATE FORUM (PRIOR TO ELECTION)			ATTEND CSBA AEC	ATTEND BOARD GOVERNANCE/PRESIDENT WORKSHOP (FOLLOWING ELECTION)				ATTEND OCSBA SEMINAR		
				CLSBA UNITY CONF.			BROWN ACT REVIEW (IF NECESSARY)				CONDUCT BOARD SELF-EVALUATION & REVIEW RESULTS		
SETTING DIRECTION FOR THE DISTRICT					REPORT PROGRESS ON GOALS TO THE COMMUNITY							DISCUSS PRIORITIES AND PRELIMINARY GOALS FOR CURRENT YEAR	
				UPDATE GOVERNANCE CALENDAR	REVIEW DISTRICT MISSION, VISION, CORE VALUES		REVIEW/APPROVE SPSAS	REVIEW DISTRICT MISSION, VISION, CORE VALUES				ESTABLISH AND DISCUSS GOALS FOR COMING YEAR	
												HOLD PUBLIC HEARING & ADOPT LCAP	
STUDENT LEARNING AND ACHIEVEMENT		RECEIVE REPORT ON STATE ASSESSMENT RESULTS & STUDENT ACHIEVEMENT (CAASPP)		START DATES: OCT. 19 – TK-K & SPECIAL EDUCATION OCT. 26 – 1 <sup>ST</sup> -2 <sup>ND</sup> NOV. 9 – 3 <sup>RD</sup> -4 <sup>TH</sup> NOV. 16 – 5 <sup>TH</sup> -6 <sup>TH</sup> & MIDDLE SCHOOL: 6 <sup>TH</sup> -8 <sup>TH</sup>		CURRICULUM REVIEW		RECEIVE PROGRESS REPORT ON DISTRICT GOALS & STRATEGIES, LCAP, STUDENT ACHIEVEMENT				PROMOTION CEREMONIES	
		ELPAC RESULTS					APPROVE SARCS			SUMMER SCHOOL PLAN		APPROVE CONAPP	
		SCHOOL OPENINGS	ADOPT RESOLUTION: RED RIBBON WEEK					INFO - MS DUAL IMMERSION STRATEGIC PLAN					
			ADOPT RESOLUTION: TEXTBOOK SUFFICIENCY		ADOPT RESOLUTION: TEXTBOOK SUFFICIENCY			BOND ISSUANCE					
FINANCE			APPROVE UNAUDITED ACTUALS			CERTIFY 1 <sup>ST</sup> INTERIM REPORT	RECEIVE AUDIT REPORT		CERTIFY 2 <sup>ND</sup> INTERIM REPORT			HOLD PUBLIC HEARING & ADOPT BUDGET	
			ADOPT RESOLUTION: GANN LIMIT	ADOPT RESOLUTION: TEMPORARY INTERFUND TRANSFER								ADOPT RESOLUTION: EPA	
	APPROVE PURCHASE ORDERS & CHECKS												
	APPROVE CONTRACTS/AGREEMENTS												
FACILITIES	RECEIVE QUARTERLY WILLIAMS REPORT			RECEIVE QUARTERLY WILLIAMS REPORT			RECEIVE QUARTERLY WILLIAMS REPORT		APPROVE COMPREHENSIVE SCHOOL SAFETY PLANS	RECEIVE QUARTERLY WILLIAMS REPORT			
POLICY	ADOPT UPDATED BOARD POLICIES/ADMINISTRATIVE REGULATIONS/BOARD BYLAWS												
JUDICIAL REVIEW	MAINTAIN CONFIDENTIALITY ON ISSUES THAT MAY COME BEFORE THE BOARD - HOLD HEARINGS AND DECIDE APPEALS TO THE BOARD AS NECESSARY.												
HUMAN RESOURCES		SUPERINTENDENT’S MID-YEAR REVIEW					SUPERINTENDENT’S EVALUATION	REVIEW DISTRICT HIRING & EVALUATION PROCEDURES	APPROVE CERTIFICATED LAYOFF NOTICES BY MARCH 15 (AS NECESSARY)		RECOGNIZE CERTIFICATED & CLASSIFIED EMPLOYEES OF THE YEAR		
							APPROVE SCHOOL CALENDARS		ADOPT RESOLUTION: STAFF APPRECIATION WEEK		RECOGNIZE RETIREES		
					OCDE EMPLOYEE OF THE YEAR (CLASSIFIED)			OCDE EMPLOYEE OF THE YEAR (CERTIFICATED)					
	CSEA RECLASSIFICATIONS/JOB DESCRIPTION UPDATES												
	APPROVE CERTIFICATED & CLASSIFIED HR REPORTS												
COMMUNITY RELATIONS		ATTEND BACK-TO-SCHOOL NIGHTS		TEACHER OF THE YEAR DINNER		PTA HOLIDAY LUNCHEON		ATTEND EVERY STUDENT SUCCEEDING BREAKFAST	KINDERCAMINATA		CITRUS FAIR		
		CORN FESTIVAL		RED RIBBON WEEK				LITERACY FAIR	ATTEND PTA ADMINISTRATORS DINNER	MASONIC AWARDS	MAYOR’S PRAYER BREAKFAST		
		SERVICE PIN RECOGNITION	NEW TEACHER RECOGNITIONS	GREAT SHAKEOUT					STATE OF THE COMMUNITY ADDRESS		ATTEND COUNCIL PTA HSA AWARDS		
		NATIONAL NIGHT OUT (PORTOLA PARK)							ATTEND OPEN HOUSES				
		HEALTH FAIR		ATTEND SCHOOL SITE VISITS									
		ATTEND SCHOOL ACTIVITIES/PERFORMANCES/SHOWCASES											
PUBLIC INTEREST/ INFORMATION		KIDZONE SUMMER SCHOOL	SAFETY	HEALTH SERVICES	KIDZONE	SPECIAL EDUCATION	TECHNOLOGY	TRANSPORTATION ASES UPDATE	NUTRITION	WELLNESS	TBD		
		TASK FORCE	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS	STUDENT PRESENTATIONS		

## La Habra City School District

**To:** Board of Trustees  
**From:** Gina Cosylian, Executive Assistant to Superintendent  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Approval of Board Policies

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### **Background:**

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

### **Rationale:**

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

### **BP 6020 - Parent Involvement**

Policy updated to reflect the requirements to work with parents/guardians and family members to jointly develop the district's parent involvement policy and to include strategies for family engagement in the local control and accountability plan (LCAP). For districts that receive federal Title IV funding for family engagement programs, policy adds the requirement to inform parents/guardians and organizations of the existence of the program. Policy also contains material formerly in the AR regarding the inclusion of the Title I local educational agency plan into the LCAP and the distribution of the district and school-level parent involvement policies.

### **BP 6147.7 - Physical Education and Activity**

Policy updated to add statement on equal access and equal opportunities for participation in physical education regardless of gender, gender expression, sexual orientation, and mental or physical disability, as included in CDE's Federal Program Monitoring instrument. Policy also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children, clarifies credential requirements for teachers of physical education, and reflects the requirement that students who have been granted a permanent exemption from physical education must still be offered physical education courses of at least 400 minutes each 10 school days.

## **BP 6173 - Education for Homeless Children**

Policy, regulation, and exhibits updated to reflect the federal McKinney-Vento Homeless Assistance Act as amended by the Every Student Succeeds Act (P.L. 114-95), as well as updated U.S. Department of Education non-regulatory guidance. Policy includes new material on the designation of a district liaison for homeless children and youth, identification of homeless students, confidentiality of student records containing information about a homeless student's living situation, and coordination of services with other entities. Policy also reflects new mandate to adopt policy to ensure participation by district liaisons and other appropriate staff in professional development and other technical assistance activities, and NEW LAW (SB 1068, 2016) which requires the California Department of Education (CDE) to provide specified informational and training materials to district liaisons. Regulation revises the definitions of "homeless student" and "school of origin," revises the duties of the district liaison, reflects requirement to provide the district liaison's contact information to the CDE and other specified persons, provides that a homeless student will be immediately enrolled even if he/she misses application or enrollment deadlines, and revises the content of the written explanation of the district's decision related to eligibility, school selection, or enrollment. Exhibits updated to revise the content of the district's explanation of its decision(s) related to eligibility, school selection, or enrollment and to revise the dispute form for use by parents/guardians who choose to appeal the district's decision.

### **Recommended Action:**

It is recommended that the Board of Trustees review and adopt the recommended Board Policy update.

### **Financial Implications, if any:**

None

# La Habra City ESD

## Board Policy

### Parent Involvement

BP 6020

#### Instruction

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/*guardian* involvement in the education of *their* children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians ~~to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities, advisory, decision-making and advocacy roles, and activities to support learning at home, and family members to jointly develop and agree upon policy and strategies to~~ *meaningfully involve parents/guardians and family members in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.*

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)  
(cf. 1230 - School-Connected Organizations)  
(cf. 1240 - Volunteer Assistance)  
(cf. 1250 - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 - Parent Rights and Responsibilities)

The district's local control and accountability plan (*LCAP*) shall include goals and strategies for parent/guardian involvement *and family engagement*, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's ~~parent involvement efforts,~~ *parent/guardian and family engagement efforts*, including, but not limited to, input from parents/guardians, *family members*, and school staff on the adequacy of ~~parent involvement opportunities and barriers that may inhibit parent/guardian participation.~~

(cf. 0500 - Accountability)

## Title I Schools

~~The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.~~

*The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)*

(cf. 6171 - Title I Programs)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities *and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631.* The Superintendent or designee shall involve parents/guardians and family members of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities ~~and shall ensure that priority is given to schools in high-poverty areas in accordance with law.~~ (20 USC 6318, 6631)

(cf. 3100 - Budget)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration , *or the provision of subgrants to schools to enable collaboration,* with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement

5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

*The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)*

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

*District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)*

#### Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

#### Legal Reference:

##### EDUCATION CODE

11500-11505 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

52060-52077 Local control and accountability plan

54444.1-54444.2 Parent advisory councils, services to migrant children

56190-56194 Community advisory committee, special education

64001 School plan for student achievement, consolidated application programs

##### LABOR CODE

230.8 Time off to visit child's school

##### CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

##### UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

7241-7246 Family engagement in education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Title I School-Level Parental Involvement Policy

Family Engagement Framework: A Tool for California School Districts, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Family, School, Community Partnerships:

<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy LA HABRA CITY SCHOOL DISTRICT

adopted: January 1997 La Habra, California

revised: February 2007

revised: December 14, 2017

*1<sup>st</sup> reading: November 12, 2020*



# La Habra City ESD

## Board Policy

### Physical Education And Activity

BP 6142.7

#### Instruction

The Governing Board recognizes the positive benefits of physical activity on student health, *well-being*, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)

(cf. 6142.8 - Comprehensive Health Education)

*Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, gender expression, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)*

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

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. ~~The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.~~

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

*The district's physical education program shall engage students in age-appropriate moderate to vigorous physical activity, as defined in the accompanying administrative regulation, including aerobic, muscle-strengthening, and bone-strengthening activities. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.*

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)  
(cf. 5141.7 - Sun Safety)

#### Additional Opportunities for Physical Activity

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)  
(cf. 5142.2 - Safe Routes to School Program)  
(cf. 5148 - Child Care and Development Program)  
(cf. 5148.2 - Before/After School Program)  
(cf. 6145 - Extracurricular and Cocurricular Activities)

#### Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)  
(cf. 4112.2 - Certification)  
(cf. 4112.21 - Interns)  
(cf. 4113 - Assignment)  
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)  
(cf. 5121 - Grades/Evaluation of Student Achievement)

#### Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education to students in grades 5 and 7 (Education Code 60800; 5 CCR 1041)

#### Temporary Exemptions

The Superintendent or designee may grant a temporary exemption from physical education under

either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

#### Program Evaluation

The Superintendent or designee shall annually report to the Board the results of the state physical fitness testing for each school and applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity *and student well-being*.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

#### Legal Reference:

##### EDUCATION CODE

220 Prohibition of discrimination

221.5 Sex equity in education

33126 School accountability report card

33350-33354 CDE responsibilities re: physical education

35256 School accountability report card

44250-44277 Credential types

49066 Grades; physical education class

51210 Course of study, grades 1-6

51220 Course of study, grades 7-12

51222 Physical education

51223 Physical education, elementary schools

51241 Temporary, two-year or permanent exemption from physical education

51242 Exemption from physical education for athletic program participants

52316 Excuse from attending physical education classes; regional occupational center/program

60800 Physical performance test

##### CODE OF REGULATIONS, TITLE 5

1040-1044 Physical performance test

1047-1048 Testing variations and accommodations

3051.5 Adapted physical education for individuals with exceptional needs

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

10060 Criteria for high school physical education programs  
80020 Additional assignment authorizations for specific credentials  
80037 Designated subjects teaching credential; special teaching authorization in physical education  
80046.1 Added authorization to teach adapted physical education  
UNITED STATES CODE, TITLE 29  
794 Rehabilitation Act of 1973, Section 504  
UNITED STATES CODE, TITLE 42  
1758b Local wellness policy  
CODE OF FEDERAL REGULATIONS, TITLE 34  
106.33 Nondiscrimination on the basis of sex; comparable facilities  
106.34 Nondiscrimination on the basis of sex; access to classes and schools  
300.108 Assistance to states for the education of children with disabilities; physical education  
ATTORNEY GENERAL OPINIONS  
53 Ops.Cal.Atty.Gen. 230 (1970)  
COURT DECISIONS  
Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668  
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975  
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

#### Management Resources:

##### CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009

Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009

Physical Education and California Schools, Policy Brief, October 2007

##### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009

Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

##### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index (SHI): A Self-Assessment and Planning Guide, Elementary School, 2017

School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017

##### COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, 2019

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS  
Physical Activity Guidelines for Americans, 2nd Edition, 2018

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):  
<http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sport and Physical Education:  
<http://www.pgpedia.com/n/national-association-sport-and-physical-education>

President's Council on Sports, Fitness and Nutrition: <http://www.fitness.gov>

U.S. Department of Health and Human Services: <http://www.health.gov>

Policy LA HABRA CITY SCHOOL DISTRICT

adopted: February 26, 2015 La Habra, California

*1<sup>st</sup> reading: November 12, 2020*

# ***La Habra City ESD***

## ***Board Policy***

### ***Education For Homeless Children***

***BP 6173***

#### ***Instruction***

*The Governing Board desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.*

*(cf. 6011 - Academic Standards)*

*The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)*

*(cf. 3250 - Transportation Fees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 5113.1 - Chronic Absence and Truancy)*

*When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)*

*(cf. 0460 - Local Control and Accountability Plan)*

*The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.*

*In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.*

*(cf. 1113 - District and School Web Sites)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*



*Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.*

*Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)*

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6171 - Title I Programs)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Learners)*

*(cf. 6177 - Summer Learning Programs)*

*(cf. 6178 - Career and Technical Education)*

*(cf. 6179 - Supplemental Instruction)*

*Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 3553 - Free and Reduced Price Meals)*

*The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the*

*Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)*

*At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.*

*(cf. 0500 - Accountability)*

*(cf. 6162.51 - State Academic Achievement Tests)*

*(cf. 6190 - Evaluation of the Instructional Program)*

*Legal Reference:*

*EDUCATION CODE*

*39807.5 Payment of transportation costs by parents*

*48850 Educational rights of homeless and foster youth*

*48852.5 Notice of educational rights of homeless students*

*48852.7 Enrollment of homeless students*

*48915.5 Recommended expulsion, homeless student with disabilities*

*48918.1 Notice of recommended expulsion*

*51225.1-51225.3 Graduation requirements*

*52052 Accountability; numerically significant student subgroups*

*52060-52077 Local control and accountability plan*

*CODE OF REGULATIONS, TITLE 5*

*4600-4670 Uniform complaint procedures*

*UNITED STATES CODE, TITLE 20*

*1087vv Free Application for Federal Student Aid; definitions*

*1232g Family Educational Rights and Privacy Act*

*6311 Title I state plan; state and local educational agency report cards*

*UNITED STATES CODE, TITLE 42*

*11431-11435 McKinney-Vento Homeless Assistance Act*  
*12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies*

*Management Resources:*

*CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS*

*Partial Credit Model Policy and Practice Recommendations*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Homeless Education Dispute Resolution Process, January 30, 2007*

*NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS*

*Homeless Liaison Toolkit, 2013*

*U.S. DEPARTMENT OF EDUCATION GUIDANCE*

*Dear Colleague Letter, July 27, 2016*

*Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July 2016*

*WEB SITES*

*California Child Welfare Council: <http://www.chhs.ca.gov/Pages/CACildWelfareCouncil.aspx>*

*California Department of Education, Homeless Children and Youth Education:*

*<http://www.cde.ca.gov/sp/hs/cy>*

*National Center for Homeless Education at SERVE: <http://www.serve.org/nche>*

*National Law Center on Homelessness and Poverty: <http://www.nlchp.org>*

*U.S. Department of Education: <http://www.ed.gov/programs/homeless/index.html>*

*(7/05 12/15) 10/16*

*1<sup>st</sup> reading: November 12, 2020*



## Tentative Board Meeting Schedule 2021 Calendar Year

All Board meetings are held in the Board Room at the District Education Center, 500 North Walnut Street, La Habra, California. The Board of Education meets on the second Thursday of each month. Meetings are generally preceded by a Closed Session or Work/Study Session. ***Regular session generally begins at 6:00 p.m.***

### **JANUARY**

Thursday, January 14, 2021

*Thursday, January 28, 2021 (optional)*

### **JULY**

*No Meetings*

### **FEBRUARY**

Thursday, February 11, 2021

*Thursday, February 25, 2021 (optional)*

### **AUGUST**

Thursday, August 12, 2021

*Thursday, August 26, 2021 (optional)*

### **MARCH**

Thursday, March 11, 2021

*Thursday, March 25, 2021 (optional)*

### **SEPTEMBER**

Thursday, September 9, 2021

*Thursday, September 23, 2021 (optional)*

### **APRIL**

Thursday, April 8, 2021

*Thursday, April 22, 2021 (optional)*

### **OCTOBER**

Thursday, October 14, 2021

*Thursday, October 28, 2021 (optional)*

### **MAY**

Thursday, May 13, 2021

*Thursday, May 27, 2021 (optional)*

### **NOVEMBER**

Thursday, November 11, 2021

### **JUNE**

Thursday, June 10, 2021

Thursday, June 24, 2021

### **DECEMBER**

\*Thursday, December 16, 2021

\*Organizational Meeting to be held the third Thursday of December to follow Education Code 35142 and 72000 requirements.

**Board Approved:**



October 14, 2020

To: District Superintendents  
Community College Chancellors

From: Laurie Weiss, Manager  
Business Services

**Subject: Annual Organizational Meeting Date**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 432-1916

[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. For 2020, this 15-day period is **December 11, 2020 through December 25, 2020**.

The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period, and to notify the county superintendent of schools of the time and day selected.

Please use the enclosed form to submit the required information regarding your district's annual organizational meeting. Please email completed form by **Monday, November 16, 2020** to:

Laurie Weiss, Manager, Business Services  
Orange County Department of Education  
[lweiss@ocde.us](mailto:lweiss@ocde.us)

Listed below are the organizational meeting period dates for the next three years based on the law as it currently exists:

2021 – December 10 through December 24, 2021

2022 – December 9 through December 23, 2022

2023 – December 8 through December 22, 2023

If you have any questions or concerns, please call me at (714) 966-4234.

Enclosure

cc: Dean West, CPA, Associate Superintendent, Business Services  
Gary Stine, Executive Director, Support Services  
Howard Marinier, Administrator, Business Services  
Executive Assistants to the Superintendent/Chancellor

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, Ph.D.

KEN L. WILLIAMS, D.O.

Print Form

Submit Form by Email



Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA  
92628

October 1, 2020

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the date upon which a governing board member elected at that election takes office. In a year which no regular election is conducted the organizational meeting shall be held during the same 15-day period on the calendar. The board shall notify the county superintendent of school of the day and time selected for the meeting. Please submit the following completed form by November 16th to:

Laurie Weiss, Manager Business Services  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa, CA 92628  
[lweiss@ocde.us](mailto:lweiss@ocde.us)  
Phone: (714) 966-4234

## Organizational Meeting Information

**District Name:** La Habra City School District

**Meeting Date:** Thursday, December 17, 2020

**Meeting Time:** 6:00 p.m.

## District Contact Information

**Name:** Gina Cosyllon

**Title:** Executive Assistant to the Superintendent

**Phone:** 562-690-2301

**Email:** [gcosyllon@lahabracityschools.org](mailto:gcosyllon@lahabracityschools.org)

## La Habra City School District

**To:** Board of Trustees  
**From:** Danelle Bautista, Director of Classified Personnel/Insurance  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Public Hearing

---

**Background:**

Mrs. Sharon Brown was originally appointed to the Personnel Commission as the Board's designee in April 2015, and then reappointed in 2017.

**Rationale:**

Sharon Brown has indicated that she would like to continue to serve as the Board's designee for another term. On September 24, 2020, the Board of Education announced its intention to reappoint Sharon Brown to the Personnel Commission for a three-year term, commencing December 1, 2020. California Education Code 45246(d) requires a public hearing to be held prior to the Commissioner's appointment.

**Recommended Action:**

It is recommended that the Board of Education hold a public hearing as required by the California Education referenced above. Action on this item is scheduled later on the agenda.

**Financial Implications, if any:**

None

## La Habra City School District

**To:** Board of Trustees  
**From:** Danelle Bautista, Director of Classified Personnel/Insurance  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Reappoint Board Appointee to the Personnel Commission

---

### **Background:**

The La Habra City School District Personnel Commission is responsible for overseeing many aspects of Human Resources for the District's classified employees. The Commission consists of three citizens from the school district community who are appointed for three-year terms, one member appointed by the Board of Education, one member appointed by the California School Employees' Association ("CSEA"), and one joint member appointed by the first two. Each year, one Commissioner's term of office expires on a rotational basis. All members of the Personnel Commission serve three (3) year staggered terms of office beginning on December 1. The Personnel Commissioner appointment process is defined in Education Code Sections, 45246(b) (1) and 45246(d).

### **Rationale:**

The term of the Board's appointee, Sharon Brown, will expire on December 1, 2020. Sharon Brown has indicated that she would be interested in serving another term if reappointed by the Board of Education. The Board has held a public hearing to provide the public, employees, and employee organizations the opportunity to provide input regarding the qualifications of the individual who is being recommended. It is now appropriate for the Board of Education to act to reappoint a Personnel Commissioner.

### **Recommended Action:**

It is recommended that the Board of Education take action to approve Sharon Brown as its appointee to the Personnel Commission.

### **Financial Implications, if any:**

None



## La Habra City School District

**To:** Board of Trustees  
**From:** Marcie Poole, Ed.D., Director of Special Programs & Assessments  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Title I Parent and Family Engagement Policy

---

### **Background:**

Title I, Part A, of the Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), requires that Local Educational Agencies (LEAs), conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children (ESSA Section 1116[a][1]).

LEAs and Schools receiving Title I, Part A funds are required to do the following:

1. The LEA must develop a Parent and Family Engagement Policy as outlined in ESSA Section 1116(a).
2. The LEA must reserve funds to assist schools with Parent and Family Engagement requirements as outlined in ESSA Section 1116(a).
3. The School(s) must develop a Parent and Family Engagement Policy as outlined in ESSA Section 1116(b).
4. The School(s) must adhere to the Parent Involvement Requirements as outlined in ESSA Section 1116(c).
5. The School(s) must develop a shared responsibility for a School-Parent Compact as outlined in ESSA Section 1116(d).
6. The LEA and School(s) must build capacity for involvement as outlined in ESSA Section 1116(e).
7. The LEA and School(s) must provide accessibility to Parents and Family member opportunities to participate as outlined in ESSA Section 1116(f).

### **Rationale:**

LHCSD regularly involves families in decision making at the site and District level. These activities need to be documented in writing and distributed for compliance for the Federal Progress Monitoring review.

### **Recommended Action:**

The Trustees are requested to approve the Title I District-Level Parent and Family Engagement Policy.

### **Financial Implications, if any:**

None

**LA HABRA CITY SCHOOL DISTRICT  
JOB DESCRIPTION**

**CALPADS/SIS DATA ANALYST**

**Definition**

Under the general supervision of the Chief Technology Officer, performs a variety of technical and analytical data integration as it relates to the District's Student Information System (SIS) and State California Longitudinal Pupil Achievement Data System (CALPADS). Maintains District attendance records and prepares a variety of reports. Supports software that requires the integration of student information. Trains staff and provides work direction and data application troubleshooting and integration to school sites to assure District, State and Federal mandated guidelines are met.

**Typical Tasks**

- Provide technical assistance to District and site office staff concerning student data systems and the various functions associated with staff, teachers, and parent groups including student enrollment, generation of SSIDs, and attendance.
- Submit CALPADS data uploads, resolve issues and coordinate with other departments with data collection in preparation for submission of state mandated district reporting for CALPADS Fall I, Fall II, and EOY I-IV, and other State and Federal requirements, ensuring accuracy and integrity.
- Collaborates with the Student Support Services Department to upload and verify demographic data between SIS data and SEIS program, assists with Federal and State mandated guidelines for attendance, discipline and special education data.
- Assist in the development of the District attendance calendar.
- Review, edit, audit, and revise student data provided to the District office by school sites and other offices.
- Generate information, statistics, and reports as requested according to established time lines.
- Assist auditors and accountants for data as necessary.
- Communicate with teachers, staff, counselors and support staff regarding school and student information; revise and update data pertaining to students, classes, and schedules.
- Resolve student information system software and data integration issues, contacting the software provider for advanced troubleshooting.
- Organize and prepare application software documentation, procedural documentation, and operation instructions; train staff at school sites on new procedures and data entry onto computer-aided data systems.
- Organize, analyze, enter and control student data for use in reports eligibility determinations for special programs, setting up interdepartmental services, records and transcripts, reimbursement for services, demographic research, and forecasting.
- Organize data for others who are performing assessments, audits, and statistical tests of levels of service, academic outcomes, student demographics, and other information.

- Oversee the submission of CBEDS data to the California Department of Education.
- Oversee the Parent Portal of the SIS.
- Manage the Report Card function of Aeries by opening and closing the portal for teacher grade input at each grading period for all school sites.
- Perform other duties as assigned that support the overall objective of the position.

### **Minimum Qualifications**

**Education:** Required - Completion of high school or General Education Diploma (GED)

Preferred - Bachelor of Science degree, preferably in a computer-related field

**Experience:** Required - Minimum of two years' experience working with Aeries (or similar) student information system uploading and downloading data, running queries, correcting and updating SIS data, and generating reports

Preferred – Minimum of one year of state reporting using CALPADS, CBEDS, SIS, etc.

**Knowledge of:**

Must have knowledge of the following: in-depth knowledge of data recording and reporting requirements and formats, working knowledge of special programs, student assessment and related services. knowledge of applicable District policies and procedures and state Education Codes, requires an understanding of database formats, knowledge of SQL table relationships and views, knowledge of State and District data reporting procedures and regulations, basic understanding of general accounting procedures, well-developed human relations skills to conduct in-service training and instruction to staff and to explain technical concepts.

**Ability to:** Ability to learn new software quickly and thoroughly, and to effectively share knowledge with others, excellent understanding of Microsoft Office, strong data manipulation skills and ability to report using Excel and other tools, excellent written and verbal communication skills, experience working with Aeries (or similar) student information system, performing data imports and extracts used for reporting

**Physical**

**Requirements:** Ability to lift, pull or otherwise move objects up to 50 pounds without assistance.

**License:** Must have and maintain a California Driver's License and be insured.

## La Habra City School District

**To:** Board of Trustees  
**From:** Arlene Magaña, Director of Fiscal Services  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Authorization of Bank Signatures

---

**Background:**

To facilitate day-to-day operations, the District maintains bank accounts at Pacific Mercantile Bank and Schools First Federal Credit Union. These bank accounts serve varying functions including clearing checks before transferring funds to the County Treasury, processing Nutrition Service and Associated Student Body transactions, and maintaining the District's Revolving Fund. The checks for these transactions may be signed by one of the following: the Superintendent, the Chief Business Official or the Associate Superintendent of Human Resources.

**Rationale:**

To process transactions for day-to-day operations, Dr. Mario A. Carlos should be added to the signature cards at Pacific Mercantile Bank and Schools First Federal Credit Union and, Dr. Teresa Egan should be removed from the signature cards.

**Recommended Action:**

Trustees are requested to approve the addition of Dr. Mario A. Carlos, Associate Superintendent of Human Resources and the removal of Dr. Teresa Egan, Former Associate Superintendent of Human Resources as authorized signers for select bank accounts for the District.

**Financial Implications, if any:**

None.

## La Habra City School District

**To:** Board of Trustees  
**From:** Arlene Magaña, Director of Fiscal Services  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Authorization of Bank Signature for Pacific Mercantile Bank

---

**Background:**

To facilitate day-to-day operations, the District maintains a bank account for Nutrition Services at Pacific Mercantile Bank. The purpose of this account is to clear checks before transferring funds to the County Treasury and processing emergency Nutrition Services vendor payments. One of the following may sign the checks for these transactions: Superintendent, Chief Business Official or the Associate Superintendent of Human Resources.

**Rationale:**

To process transactions for day-to-day operations, Cheryl Eubanks, Director of Nutrition Services, should be added to the signature cards at Pacific Mercantile Bank.

**Recommended Action:**

Trustees are requested to approve the addition of Cheryl Eubanks, Director of Nutrition Services, as a signer on the Nutrition Services Checking Account at Pacific Mercantile Bank. This change was previously board approved February 13, 2020. The change was not implemented due to COVID-19.

**Financial Implications, if any:**

None.

## La Habra City School District

**To:** Board of Trustees  
**From:** Christeen Betz, Chief Business Official  
**Date:** November 12, 2020  
**CC:** Superintendent  
**Re:** Resolution # 12-2020 - Deferrals and Temporary Transfer Agreement Resolution with the Orange County Treasury

---

### Background:

On June 29, 2020, Governor Gavin Newsom signed into law the \$202.1 billion spending plan for the 2020–21 fiscal year. The 2020–21 Adopted State Budget included numerous changes that affect all Local Educational Agencies (LEAs). These changes include hold harmless provision that provides for the use of 2019–20 Average Daily Attendance (ADA) for 2020–21, and almost \$12 billion in deferrals from fiscal year 2020–21 to 2021–22.

Budget deferrals allow the State to make an entry on its books to reduce the appropriated amount for LEAs under Proposition 98 in one fiscal year, and shift that appropriation to the next fiscal year. This has the effect of reducing expenditures on the State's books in the current year and increasing expenditures in the following year in order to match Proposition 98 expenditures to each year's minimum guarantee and the availability of State resources.

In the case of 2019–20, instead of receiving 100% of the State aid from the Principal Apportionment during the fiscal year, LEAs received about 90% of the cash, with the other 10% was provided after year-end. The District had enough cash on hand to meet obligations even though the State did not pay the June's apportionment of \$2.2 million until July of the new year.

For the 2020-21 State Budget, there is approximately \$5.8 billion in proposed deferrals starting in February that will not be paid to LEAs until next year. For La Habra City School District this is approximately \$7.5 million. Below is a timeline of the deferrals and when the funds will be received.

Deferral Month 2020-21	Deferral %	Deferral Amount	Receipt 2021-22
February	44%	968,000.00	August
March	67%	1,474,000.00	September
April	67%	1,474,000.00	October
May	67%	1,474,000.00	November
June	100%	2,200,000.00	July
<b>Total Deferrals</b>		7,590,000.00	

California Constitution Article XVI, Section 6 gives the County Treasurer the power and the duty to make temporary transfers of monies, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer. The transfers will allow the District to borrow funds from the County Treasurer to meet current year obligations. Monies borrowed must be repaid to the County Treasurer by October 31 of the following year.

The District projects to borrow approximately \$5 million, however, this amount may change if deferral amounts are increased or decreased.

**Rationale:**

The State Budget deferrals will impact the District's ability to meet current year obligations. The District is requesting the Board of Trustees approve the Temporary Transfer Agreement Resolution.

**Recommended Action:**

District is requesting the Board of Trustees approve the Temporary Transfer Agreement Resolution with Orange County Treasury.

**Financial Implications, if any:**

None.

## TEMPORARY TRANSFER AGREEMENT

This Temporary Transfer Agreement (the “Agreement”) is made and effective this 12<sup>th</sup> day of NOVEMBER, 2020, by and between the County of Orange, California (the “County”) and LA HABRA CITY SCHOOL DISTRICT (the “District”).

### RECITALS

WHEREAS, by Resolution No. 12-2020 of its Board of Trustees (attached as Exhibit A hereto), the District has requested the County Treasurer to make a temporary transfer (the “Transfer”) of monies to meet its current maintenance expenses; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing of any kind or nature for the purpose of funding the District’s short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Resolution No. 12-2020 (attached as Exhibit B hereto) has authorized the Treasurer to make the Transfer to the District in accordance with the terms of such Resolution; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer’s making the Transfer and its repayment by the District.

### AGREEMENT

Section 1. **Transfer; Timing.** Upon receipt of the District’s written request (Exhibit C) certified by the District and the Superintendent of Schools, if applicable, the Treasurer will review the request and determine, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Educational Investment Pool participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers, whether to make such Transfer to the District in the amount requested, as soon as reasonably possible, *provided, however*, that in no event shall the total amount of all Transfers within the fiscal year exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. No Transfer attributable to a subsequent fiscal year will be made prior to the full and complete repayment of all outstanding Transfers.



An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made prior to July 1 of the fiscal year (July 1 through June 30) for which the Transfer is made or after the last Monday in April of the then current fiscal year.

The Transfer will be made from and limited to the Educational Investment Pool.

Section 2. **Deposit of Transfer; Interest.** Any Transfer made by the Treasurer to the District shall be directly deposited in the District's General Fund (the "Fund") for the purpose of the District meeting its maintenance obligations. Compound interest on any Transfer will accrue and be payable monthly by the District at a rate equal to the gross rate the Educational Investment Pool is earning for the same period plus 15 basis points from the date of the Transfer until the entire Transfer and applicable interest is repaid.

Section 3. **Repayment; Pledge and Lien.** (a) Repayment of the Transfer will be made in accordance with the following repayment schedule: on or before October 31, 2021 (b) If the District shall fail to make any payment(s) required under Section 3 (a), the monies transferred to the District will be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. Notwithstanding anything to the contrary herein, the District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all revenues accruing to the District for the purpose of repayment of the Transfer(s).

Section 4. **District Covenants.** The District hereby represents and covenants with the County at the time each Transfer is made, the following:

- (a) That the District's Anticipated Revenue Calculation and Remaining General Fund Revenue Calculation for Fiscal Year 2020-2021, as provided for in Exhibit C attached hereto, represents the District's best estimate of anticipated revenues accruing and remaining revenues accruing to the District during the fiscal year.
- (b) In the aggregate, the amount of Transfers made to the District during Fiscal Year 2020-2021 do not exceed 85 percent of the anticipated revenues accruing to the District for such Fiscal Year.
- (c) The District has not issued, nor will issue, any TRANs, or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, while a Transfer is outstanding.
- (d) The District has the ability to meet its financial obligations under this Agreement.

The County may rely upon Exhibit C in connection with any Transfer sizing.

Section 5. **Transfer Charges.** In further consideration of the Transfer(s) made to the District in accordance with this Agreement, the District agrees to pay the County Transfer Charges as set forth on the Listing of Fees at Exhibit D. These charges are intended to reimburse the County for its costs related to the Transfer processing, analysis, documentation, legal services and administration. These Transfer charges shall be directly withdrawn from the Fund designated by the District in Section 2 above on the date the Transfer is deposited or on a monthly basis for transaction related fees.

Section 6. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

**If to the County:**

County of Orange  
Attention: Shari Freidenrich, Treasurer-Tax Collector  
P.O. Box 4515  
Santa Ana, CA 92702-4515  
Telephone: (714) 834-7625 Facsimile: (714) 834-2912

**If to District:**

La Habra City School District  
Attention: Christeen Betz, Chief Business Official  
500 N. Walnut St  
La Habra, CA 90631  
Telephone: (562) 690-2388

Section 7. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 8. **Dispute Resolution.** In the event of any dispute regarding this Agreement or any Transfer made hereunder and as conditions precedent to the filing of any legal action, the District and the County shall meet regarding the dispute and use their best efforts to resolve the matter. Should the meeting fail to resolve the dispute, the parties may enter into mediation with an impartial professional mediator agreed to by both the District and County. The District agrees to pay all County costs and expenses in accordance with a dispute hereunder, including, without limitation, all costs and expenses of the County relating to the collection of any Transfer repayment(s).

Section 9. **Amendment or Modifications.** No amendment, modification or other alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

Section 10. **Severability.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 11. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

County of Orange, California

By: \_\_\_\_\_

Shari L. Freidenrich  
Treasurer-Tax Collector

Approved as to Form  
Office of the County Counsel

By: \_\_\_\_\_  
Ronald T. Magsaysay, Deputy County Counsel  
Office of the County Counsel

La Habra City School District

By: \_\_\_\_\_  
Christeen Betz, Chief Business Official

**RESOLUTION 12-2020**  
**OF THE BOARD OF TRUSTEES OF**  
**LA HABRA CITY SCHOOL DISTRICT**  
**ORANGE COUNTY, CALIFORNIA**

November 12, 2020

WHEREAS, the LA HABRA CITY SCHOOL DISTRICT (the “District”) desires to request the County Treasurer to make temporary transfers (the “Transfer”) of monies to meet its current maintenance expenses for fiscal years 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year (“FY”); and

WHEREAS, the District has not issued, nor will issue, a Tax Revenue Anticipation Note (“TRAN”) or other borrowing of any kind or nature for the purpose of funding the District’s short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, any Transfer to the District will be made from and limited to the total funds on deposit with the County Treasurer for all of the Orange County school and community college districts, excluding debt service and bond project funds.

NOW, THEREFORE, the Board of Trustees of the District FINDS, DECLARES, RESOLVES and ORDERS as follows:

1. The Transfer is in the public interest and serves a valid public purpose.

2. That a transfer of monies from the total funds on deposit with the County Treasurer for all of the Orange County school and community college districts, be made to the District to cover the District's current maintenance expenses for FY 2019-2020, FY 2020-2021, FY 2021-2022, FY 2022-2023 and FY 2023-2024. The amount of any Transfer shall not exceed 85% of the anticipated revenues which will accrue to the District during that fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting the total funds on deposit with the County Treasurer for all of the Orange County school and community college districts from any principal loss and ensuring adequate liquidity to meet operating cash needs, and ensuring that such monies are available for such Transfers. The District Chief Business Official is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Chief Business Official, not to exceed the limitations to such Transfer as provided herein.

3. That for FY 2019-2020, the Transfer be made by the County Treasurer in one or more installments and not prior to July 1, 2019, nor later than April 27, 2020. The Transfer shall be repaid no later than October 31, 2020.

4. That for FY 2020-2021, the Transfer be made by the County Treasurer in one or more installments and not prior to July 1, 2020, nor later than April 26, 2021. The Transfer shall be repaid no later than October 31, 2021.

5. That for FY 2021-2022, the Transfer be made by the County Treasurer in one or more installments and not prior to July 1, 2021, nor later than April 25, 2022. The Transfer shall be repaid no later than October 31, 2022.

6. That for FY 2022-2023, the Transfer be made by the County Treasurer in one or more installments and not prior to July 1, 2022, nor later than April 24, 2023. The Transfer shall be repaid no later than October 31, 2023.

7. That for FY 2023-2024, the Transfer be made by the County Treasurer in one or more installments and not prior to July 1, 2023, nor later than April 26, 2024. The Transfer shall be repaid no later than October 31, 2024.

8. That the County Treasurer Transfer monies to the District into the General Fund. Such Transfer of monies to the District will be made from and limited to the total funds on deposit

with the County Treasurer for all of the Orange County school and community college districts excluding debt service and bond project funds.

9. That the monies transferred to the District shall be repaid to the County Treasurer from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any monies transferred will accrue and be payable by the District at a rate equal to the gross pool rate the District is earning for the same period plus a liquidity fee not to exceed 15 basis points, to be set annually by the County Treasurer, from the date of the Transfer until the entire Transfer and applicable interest is repaid by the District.

10. That full repayment of any monies transferred shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County Treasurer a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

11. That District shall reimburse the County Treasurer for its actual costs in reviewing, processing, and administering the District's Transfer request. The District agrees to pay such costs as provided for in Section 5 of the Temporary Transfer Agreement.

12. That the District can meet its financial obligations as set forth in the Temporary Transfer Agreement attached hereto as Exhibit A, the Temporary Transfer Agreement is hereby approved, and the District Chief Business Official is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

13. That this Resolution shall take effect immediately, and that the Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the County Treasurer.

PASSED AND ADOPTED, by the Board of Trustees of the LA HABRA CITY SCHOOL DISTRICT on this 12<sup>th</sup> day of November, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF ORANGE    )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the La Habra City School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No.12-2020 of said Board and that the same has not been amended or repealed.

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the District