



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

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

Thursday, October 14, 2021 06:00 PM

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

5:00 p.m. - Closed Session

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

(Meetings are recorded for use in official minutes)

1. Work/Study Session

Start time: 04:00 PM

Presenters: Dr. Sheryl Tecker, Assistant Superintendent of Educational Services
Dr. Marcie Poole, Director of Special Programs and Assessments
◦ Learning Acceleration - Continuous and Systemic Improvement

2. Formal Call to Order

Start time: 05:00 PM

3. Adjourn to Closed Session

4. Closed Session

- a. 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
- b. Stipulated Expulsion for Student #1209822
Government Code Section 54962
- c. Compromise and Release Agreement
In the Matter of Student #1218511

5. Second Call to Order

Start time: 06:00 PM

- Welcome
- Pledge of Allegiance

6. Report from Closed Session

7. Action Item: Adoption of Agenda (Action)

Motion_____ Second_____ Board Action_____

8. Action Item: Approval of Minutes of the Regular Meeting of September 9, 2021. (Action)

Motion_____ Second_____ Board Action_____

9. Correspondence: Clerk of the Board

10. Public Comment

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

11. CONSENT CALENDAR (Action)

Motion_____ Second_____ Board Action_____

a. EDUCATIONAL SERVICES (Consent Agenda)

1. Contract Reports - Educational Services

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

2. Staff Development

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

3. University Agreements

[California State University Fullerton \(p. 9\)](#)

4. Memberships

[Memberships \(p. 16\)](#)

b. BUSINESS SERVICES (Consent Agenda)

1. Contract Reports - Business Services

[Business Services \(p. 17\)](#)

2. Expenditures Report

[Expenditures \(p. 18\)](#)

3. Field Contracts

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

Separations (p. 21)

New Hires (p. 23)

2. Change of Status

Change of Status (p. 26)

12. GENERAL MATTERS

a. Action Item: Approval of Resolution #8-2021 - Red Ribbon Week

(Action)

Trustees are requested to adopt Resolution #8-2021 proclaiming October 25, 2021 to October 29, 2021 as Red Ribbon Week per the attachment.

Motion _____

Second _____

Roll Call _____

Red Ribbon Week Resolution (p. 27)

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

(Action)

On October 7, 2021 the District reached a Tentative Contract Agreement with the La Habra Education Association (LHEA) for compensation. The agreement provides for a 4% increase to the 2021-22 salary schedule, which will be retroactive to July 1, 2021. The agreement also includes an increase to the health benefits cap by 5% effective January 2022. Trustees are requested to approve the Tentative Contract Agreement with the La Habra Education Association and Public Disclosure of Collective Bargaining Agreement (AB 1200) per the attachments.

Motion _____

Second _____

Board Action _____

AB 1200 Certificated 2021-22 Memo (p. 28)

Public Disclosure of Collective Bargaining Agreement (p. 29)

MOU, Salary Schedule and Benefits (p. 40)

c. Action Item: Approval of Salary Schedules for Non-represented Employees

(Action)

Trustees are requested to approve the revised salary schedules for Certificated Administrative Personnel, Classified Management, Confidential and Supervisory Personnel. The agreement provides for a 4% increase to the 2021-22 salary schedule, which will be retroactive to July 1, 2021. The agreement also includes an increase to the health benefits cap by 5% effective January 2022 per the attachments.

Motion _____

Second _____

Board Action _____

Non-represented Salary Increase Memo (p. 45)

Admin Salary Schedule (p. 46)

Supervisory and Confidential Salary Schedule (p. 47)

13. INSTRUCTION AND PERSONNEL

a. Public Hearing: Textbooks/Instructional Materials

A Public Hearing will be held to allow for public comment regarding the adoption of Resolution #7-

2021 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for the 2021-22 school year.

[Public Hearing - Textbooks and Instructional Materials Memo \(p. 48\)](#)

[District Curriculum 2021-2022 \(p. 49\)](#)

b. Action Item: Approval of Resolution #7-2021 - Textbooks/Instructional Materials (Action)

Following an affirmative Public Hearing, Trustees will adopt Resolution #7-2021 certifying that each pupil in the La Habra City School District has been provided with the standards-aligned textbooks and/or instructional materials for each major academic subject for the 2021-22 school year per the attachment.

Motion_____

Second_____

Roll Call_____

[Resolution #7-2021 - Textbooks and Instructional Materials \(p. 51\)](#)

14. BUSINESS MATTERS

a. Action Item: Approval of California Multiple Award Schedule Contract for Dave Bang Associates Incorporated of California (Action)

Trustees are recommended to approve the California Multiple Award Schedule (CMAS) contract No. 4-15-78-0013E Supplement No. 2 awarded to Dave Bang Associates Incorporated of California for the purchase of playground equipment, components, surfaces and related installation services for the term of the awarded contract through August 31, 2022 inclusive of future contract renewals and all addendums thereto.

Motion_____

Second_____

Board Action_____

[Dave Bang Associates Memo \(p. 53\)](#)

b. Action Item: Approval to Piggyback of Bid# 2000001557 (C-275) Awarded to Dave Bang Associates Incorporated of California (Action)

Trustees are recommended to approve the available LAUSD Bid# 2000001557 (C-275) awarded to Dave Bang Associates Incorporated of California for the as needed purchase of outdoor tables, seating, umbrellas, bases and trash receptacles and related services for the term of the awarded contract through June 30, 2022 inclusive of future contract renewals and all addendums thereto.

Motion_____

Second_____

Board Action_____

[Dave Bang Associates Piggyback Bid Memo \(p. 54\)](#)

c. Action Item: Approval of a Temporary Increase in the Daily and Long-Term Substitute Teacher Rate (Action)

Trustees are requested to approve a temporary increase in the daily and long-term substitute teacher rate of pay for the 2021-22 school year.

Motion_____

Second_____

Board Action_____

[Temp Sub Rate Increase \(p. 55\)](#)

d. Action Item: Approval of ESSER III Expenditure Plan (Action)

Trustees are requested to approve the ESSER III Expenditure Plan to comply with

the American Rescue Plan (ARP) Act.

Motion_____

Second_____

Board Action_____

[ESSER III Plan Memo \(p. 56\)](#)

[ESSER III Plan \(p. 57\)](#)

e. Action Item: Initial LHCS D Proposal

(Action)

Trustees are requested to approve the La Habra City School District's Initial Contract Proposal to the La Habra Education Association per the attachment.

Motion_____

Second_____

Board Action_____

[Initial Proposal LHEA 10-2021 \(p. 73\)](#)

f. Action Item: LHEA Sunshine Proposal

(Action)

Trustees are requested to approve the La Habra Education Association Sunshine Letter to the La Habra City School District per the attachment.

Motion_____

Second_____

Board Action_____

[LHEA Sunshine Letter \(p. 74\)](#)

15. Board/Superintendent Comments:

16. Adjournment

Motion_____

Second_____

Board Action_____

17. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for November 10, 2021 at 6:00 p.m., at the District Education Board Room, 500 N. Walnut Street, La Habra, California.

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



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education

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

Lecture/Visual Media Assembly and Classroom/Studio Art Activity	Las Lomas, Las Positas, Sierra Vista, Walnut	7/1/2021	6/30/2022	Art Masters Legacy	\$19,673.00	S & C
Accelerated Reader/Star Reading, Renaissance Products & Services	Las Positas	9/1/2021	8/31/2022	Renaissance	\$3,663.30	Title I
Memorandum of Understanding with VCC: The Gary Center to work in partnership to provide comprehensive health services to the students and families of La Habra City School District	District	9/1/2021	6/30/2022	VCC: The Gary Center	N/A	N/A
Memorandum of Understanding with the Friends of Family Health Center to be a District resource to provide behavioral health services and community resources to the students and families of La Habra City School District	District	9/1/2021	6/30/2022	Friends of Family Health Center	N/A	N/A

Board Approved: October 14, 2021



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JOANNE CULVERHOUSE, Ed.D., *Superintendent*

REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

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

RATIFICATION

Renewal of PBIS Apps for SWIS Suite annual licenses	Arbolita, El Cerrito, Ladera Palma, Las Lomas, Sierra Vista, Walnut, Imperial and Washington	9/1/2021	8/31/2022	University of Oregon	\$2,800.00	Title I; S & C
Memorandum of Understanding with Kinder Future to support the District's efforts to improve school climates and culture by reducing inequity for and increasing engagement among LGBTQ youth and their families	District	10/12/2021	6/30/2022	Kinder Future	\$2,450.00	Professional Development
Agreement with HopSkipDrive to provide transportation services as requested by the District	District	10/1/2021	6/30/2022	HopSkipDrive	\$5,000.00	Special Education Transportation

Board Approved: October 14, 2021

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

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
Coaching for Excellence	Costa Mesa, CA	9/2/21, 10/28/21, 12/16/21, 5/12/22	Academic coaching training to refine existing skill set	Dawn Roode-Viles	\$338.00	S&C
Cognitive Behavioral Intervention for Trauma in Schools	Virtual	9/16/21, 9/17/21, 9/30/21	To gain evidence-based training to support students who have been exposed to traumatic events	Heidi Quirk	\$0.00	N/A
Teaching For Biliteracy	Virtual	11/3/21	To learn best practices for planning effective biliteracy instruction	Veronica Arriaga-Hernandez	\$312.00	Title I
MYP Visual Performing Arts Workshop	Virtual	9/14/21	Interactive online workshop to learn the IB unit plan	Gerardo Carvajal	\$450.00	Unrestricted
MYP Language Acquisition	Virtual	9/14/21	Interactive online workshop to learn the IB unit plan	Sandra Flores	\$450.00	Unrestricted
IB Training Workshop	Los Angeles, CA	1/22/22-1/24/22	Required IB Training	Dana Riggs Christina Nguyen Victoria Aguirre Suena Chang Hoda Katicha Megan Anderson Naomi Kaneshiro Melinda Stolson	\$13,000.00	Unrestricted

CLINICAL AFFILIATION AGREEMENT

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, FULLERTON**, hereinafter called the ("University") and **LA HABRA CITY SCHOOL DISTRICT** hereinafter called the ("Affiliate"). The Parties may be referred to collectively as the "Parties" and singularly as a "Party".

- A. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at Affiliate for the purpose of providing clinical training for students in such classes.
- B. Affiliate operates clinical facility which is suitable for University's Clinical training programs offered in BSN; School Nurse credential; MSN: Leadership, Women's Health Care, School Nursing, Nurse Educator, FNP Concentrations; and DNP. ("Program" or "Programs").
- C. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Parties will institute the Programs at Affiliate.
- D. The Parties will both benefit by making a Program available to University students at Affiliate.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the Parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY'S RESPONSIBILITIES

- A. Academic Responsibility. University shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.
- B. Schedule of Assignments. University shall notify Affiliate's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Orientation Program. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Affiliate.
- D. Records. University shall maintain all personnel records for its staff and all attendance and academic records for its students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.

E. Discipline. University shall be responsible for counseling, controlling and disciplining students.

F. Health Clearance. University shall inform students of the students' need to comply with Affiliate's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, University shall inform students of the students' need to comply with Affiliate's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

G. Student Responsibilities. University shall notify students in the Program that they are responsible for:

- 1) Complying with Affiliate's clinical and administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
- 2) Arranging for their own transportation and living arrangements if not provided by University;
- 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
- 4) Maintaining the confidentiality of patient information:
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Affiliate that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - c) Affiliate shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Affiliate's dress code and wearing name badges identifying themselves as students;
- 6) Attending an orientation to be provided by their University instructors;
- 7) Notifying Affiliate immediately of any possible violation of state or federal laws by any student; and
- 8) Providing services to Affiliate's patients only under the direct supervision of University faculty and/or Affiliate's professional staff.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, Workers' Compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of University and shall receive no compensation or benefits of any kind for their participation in the Program, either from University or Affiliate.

I. Background Checks. If required by Affiliate, ensure that students complete any background check required by Affiliate and submit such results to Affiliate for review and approval.

III. AFFILIATE'S RESPONSIBILITIES

A. Clinical Experience. Affiliate shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with clinical experience during the agreed upon dates and times (for pre-licensure students, University faculty will be supervising the students).

B. Implementation of Programs. Affiliate agrees to cooperate with and assist in the planning and implementation of the Programs at Affiliate for the benefit of students from University.

C. Orientation Program for University Instructors. Affiliate shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.C and II.G.6 above.

D. Access to Facilities. Affiliate shall permit students enrolled in the Program access to Affiliate facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Affiliate's activities.

E. Records and Evaluations. University shall maintain complete records and reports on each student's performance and Affiliate staff shall provide input on student performance to University as requested (Only faculty can evaluate student performance for grading; Affiliate staff provide input on student performance at the prelicensure level).

F. Withdrawal of Students. Affiliate may request that University withdraw from the program any student who Affiliate determines is not performing satisfactorily, refuses to follow Affiliate's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Affiliate's request. University shall comply with the written request within five (5) business days after actually receiving it.

G. Emergency Health Care/First Aid. Affiliate shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by Affiliate shall be billed to the student at Affiliate's normal billing rate for private-pay patients. Except as provided in this paragraph, Affiliate shall have no obligation to furnish medical or surgical care to any student.

H. Student Supervision. In the absence of University faculty, Affiliate shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Affiliate's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or Affiliate-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Affiliate's staff.

I. Affiliate's Confidentiality Policies. As trainees, students shall be considered members of Affiliate's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Affiliate's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Affiliate shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of Age, Disability (physical or mental), Gender (or sex), Gender Identity (including transgender), Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race or Ethnicity (including color or ancestry), Religion (or Religious Creed), Sexual Orientation, sex stereotype, and Veteran or Military Status.

V. STATUS OF UNIVERSITY AND AFFILIATE

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

VI. INSURANCE

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

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

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

B. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a “claims-made” basis for claims which are both made against the Insured during the policy period and reported to the carrier as soon as practicable, but not later than three (3) years after the policy period for claims arising from professional services which are rendered or incidents which occurred during the policy period.

Insureds include CSU students enrolled in required credited coursework in addition to employees, faculty and staff of the CSU.

Coverage includes General, Professional, & Educator’s Errors and Omissions Liability. Coverage limits are two million (\$2,000,000) each loss and four million (\$4,000,000) aggregate for all covered parties, and not per student. A Party to whom University is obligated by written agreement to provide such coverage is included as an additional insured.

C. Affiliate Insurance. Affiliate shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees, officers, agents, and volunteers. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. Affiliate shall also maintain and provide evidence of workers’ compensation and disability coverage for its employees as required by law. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

D. Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s) and to include naming each Party as additional insured.

VII. INDEMNIFICATION.

A. University agrees to defend all claims of loss, indemnify and hold harmless Affiliate and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of University or its employees, officers, or volunteers in the performance of this Agreement.

B. Affiliate agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of Affiliate or its employees, agents or volunteers in the performance of this Agreement.

VIII. TERM AND TERMINATION

- A. **Term.** This Agreement shall remain in full force and effective for an initial term of three (3) years beginning September 18, 2021 through September 17, 2024.
- B. **Renewal.** This Agreement may be renewed by mutual agreement.
- C. **Termination.** This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

- A. **Amendments.** In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph G, subdivisions 4.a), 4.b), and 4.c); Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the Parties.
- B. **Assignment.** Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. **Captions.** Captions and headings in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. **Entire Agreement.** This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- G. **Electronic Signatures.** The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
- H. **Notices.** Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:

California State University, Fullerton
Contracts & Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

TO AFFILIATE:

La Habra City School District
500 N. Walnut St.
La Habra, CA 90631
Attn: Keri Tucker

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made. This Agreement will not be considered binding until the University's Contracts and Procurement department and Affiliate have both signed below.

CALIFORNIA STATE UNIVERSITY,
FULLERTON SCHOOL OF NURSING

By: _____

Name: _____

Title: _____

Date: _____

LA HABRA CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA STATE UNIVERSITY FULLERTON,
CONTRACTS AND PROCUREMENT

By: _____

Name: _____

Title: _____

Date: _____

**La Habra City School District
2021/2022 Memberships**

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
California School Boards Association (CSBA) GAMUT Meetings	2021-2022	\$5,000.00	District Admin and Board of Trustees	TBD	0101-0000-0-5300-000-7100-340-00000000



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education

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EMILY PRUITT, *Member*
SUE PRITCHARD, *Ph.D., 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
Conduct food safety, sanitation training and administer exam for ServSafe certification to Nutrition Services lead staff	District	10/1/2021	6/30/2022	Food Safety Systems	\$22,400.00	Nutrition Services

RATIFICATION

Professional general non-audit services on an as-needed basis	Business Services	7/1/2021	6/30/2022	Eide Bailly	per rate sheet	General Fund
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Board Approved: October 14, 2021

Warrant Reports: August 26, 2021- September 22, 2021

Approve warrants numbered 30-087458 through 30-087663
For the amount of \$1,338,791.23 as presented.

0101	General fund	\$1,260,661.95
1313	Nutrition Services	\$4,890.38
2129	Building Fd GO Bond S-2012E	\$73,158.90
2525	Capital Facilities	<u>\$80.00</u>
TOTAL		\$1,338,791.23



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500 North Walnut, La Habra, California 90631-3769

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JOANNE CULVERHOUSE, *Ed.D., Superintendent*

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
Atlas Technical Consultants LLC	Labor and materials to perform geotechnical services for outdoor amphitheater projects	Various	\$35,061.00
Brea Electric	Labor and materials to furnish and install lighting, switch, quad outlet and electrical pipe	District Office	\$3,290.00
Cal Building Systems	Labor and materials to replace underground fire alarm wiring	Imperial	\$4,450.00
Century Paving	Labor and materials to remove concrete and replace planter curb	El Cerrito	\$21,900.00
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Las Lomas	\$200,469.46
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Las Positas	\$247,932.40
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Ladera Palma	\$262,673.28
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Sierra Vista KidZone	\$120,438.16
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	El Cerrito	\$93,174.57
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Arbolita	\$111,082.27
Dave Bang Associates Inc.	Labor and materials to demo, prep, furnish and install playground equipment and rubber surfacing	Sierra Vista	\$85,258.96
EJ Enterprises	Labor and materials to remove doors and install new metal doors in storage room and 608	Washington	\$6,045.00

Board Approved: October 14, 2021



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education

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

JOANNE CULVERHOUSE, *Ed.D., Superintendent*

KYA Services	Labor and materials to remove existing carpet, move furniture, prep and install sheet vinyl flooring in kitchen storage rooms	Washington, Ladera Palma	\$11,947.11
KYA Services	Labor and materials to repair carpet in rooms 301 and 304 at Las Lomas. Demo existing carpet, prep floor, and install LVT in work room at Las Positas	Las Lomas, Las Positas	\$7,447.96
KYA Services	Labor and materials to repair LVT in the restroom	District Office	\$1,733.65
Luna Construction	Labor and materials to install concrete walkway and curb	Sierra Vista	\$8,368.00
Luna Construction	Labor and materials to demo gate tracks, pour and level concrete	Las Lomas	\$1,125.00
MJ Wiretech	Labor and materials to run five new cables from IDF to MPR	El Cerrito	\$1,650.00
MJ Wiretech	Labor and materials to run six cables from IDF to classroom 203	Las Positas	\$1,250.00
Rivera Painting Plus	Labor and materials to prep and paint the interior walls of MPR	Imperial	\$13,450.00
Rivera Painting Plus	Labor and materials to prep and paint the fascia boards of buildings 302, 405, 500, 100 and office	Ladera Palma	\$13,975.00
The Cabinet Pro's	Labor and materials to reface cabinets at Walnut. Remove and replace tabletop, countertop and backsplash at the District Office	Walnut, District Office	\$9,920.00
Weatherproofing Technologies Inc.	Labor and materials to repair roof	Ladera Palma	\$1,940.00
Williams Tree Service	Labor to trim twenty six elm trees and haul away	Walnut	\$14,900.00
Williams Tree Service	Labor to trim and remove various trees and haul away from three sites	District Office, El Cerrito, Las Positas	\$14,300.00
Wolverine Fence	Labor and materials to install new posts and gate at Las Lomas and a new gate with privacy slats at El Cerrito	Las Lomas, El Cerrito	\$3,750.00

Board Approved: October 14, 2021

La Habra City School District

To: Board of Trustees
From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Date: October 14, 2021
CC: Superintendent
Re: Separations

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

Barajas, Celina Community Liaison El Cerrito	11/18/2019	Resigned	6/3/2021
Favela, Gabriela I A III-Sp Ed/Behavior Las Positas	10/8/2019	Resigned	9/22/2021
Flores, Whitney Ext Care Asst Site Lead KidZone	3/27/2006	Resigned	8/12/2021
Gutierrez, Michelle I A I-Sp Ed El Cerrito	8/13/2014	Resigned	8/27/2021
Labellarte, Alexis Ext Care Worker KidZone	10/9/2019	Resigned	6/3/2021
*Luna, Samuel P E Assistant District Office	5/31/2017	Resigned	6/3/2021
Marson, Ana Student Supervisor Las Lomas	11/30/2020	Resigned	6/3/2021
Medina, Jessica Ext Care Site Lead KidZone	2/5/2018	Resigned	9/3/2021
Rothacher, Michele I A III-Sp Ed/Behavior Las Positas	8/22/2014	Resigned	6/3/2021

La Habra City School District

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
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CLASSIFIED (continued)

Sales, Amy Ext Care Worker KidZone	3/8/2021	Resigned	9/8/2021
Torres, Daisy Acct Tech II District Office	3/2/2021	Resigned	8/27/2021
Walburn, Cara I A I-Sp Ed Walnut	1/18/2013	Resigned	6/3/2021

*Will continue to work in substitute status

Board Approved: October 14, 2021

La Habra City School District

To: Board of Trustees

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

Date: October 14, 2021

CC: Superintendent

Re: Ratification of New Employees Hired Subsequent to September 30, 2021

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

*Ahuelero Vivo, Nicole Health Tech Ladera Palma	Probationary	23-1	\$19.29/hour	8/12/2021
***Aparicio, Eric SLPA District Office	Probationary	28-1	\$21.84/hour	8/16/2021
Borkowski, Ann Student Supervisor Washington Middle School	Probationary	Student Supervisor	\$14.00/hour	9/8/2021
**Carreon, Stephanie I A I-Sp Ed Las Lomas	Permanent	17-2	\$17.47/hour	9/20/2021
****Flores, Alejandra Inclusion Assistant Walnut	Probationary	21-5	\$22.37/hour	8/12/2021
****Hernandez, Cassandra Clerk Typist (10) District Office	Probationary	21-1	\$18.38/hour	9/7/2021
**Hill, Dawn I A I-Sp Ed Walnut	Permanent	17-6 + 10 yr longevity	\$22.17/hour	8/12/2021
Ledezma, Julieta Extended Care Worker KidZone	Probationary	4-1	\$14.00/hour	9/7/2021
Lopez, Alejandro Groundskeeper District Office	Probationary	26-1	\$3,657/month	9/7/2021

La Habra City School District

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

***Lopez, Christopher Bus Driver Transportation	Probationary	27-2	\$22.36/hour	9/7/2021
***Luna Jr., Samuel Evening Custodian Sierra Vista/Ladera Palma	Probationary	25-1	\$3,570/month	9/14/2021
Martinez-Gonzalez, Nancy Accounting Tech II District Office	Probationary	29-2	\$4,140/month	9/16/2021
***Olivas Hernandez, Lucero Educational Asst Arbolita	Probationary	17-2	\$17.47/hour	8/12/2021
Patella, Aaron Info Svcs Tech I Walnut	Permanent	25-3	\$22.37/hour	8/16/2021
Pelayo, Anthony Physical Ed Asst District Office	Probationary	17-1	\$16.66/hour	8/30/2021
***Samson, Kathy Student Supervisor Sierra Vista	Probationary	Student Supervisor	\$14.00/hour	8/16/2021
Sanchez Lugo, Iveth I A I-Sp Ed Las Lomas	Probationary	17-1	\$16.66/hour	8/31/2021
Zepeda, Rudy Groundskeeper District Office	Probationary	26-1	\$3,657/month	9/07/2021

*Previously limited-term status

**Rehire

***Previously substitute status

****Promoted from another position

La Habra City School District

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

Guzman, Carla Kindergarten Teacher Walnut	Temporary	I-1	\$49,470.58 (pro-rated)	9/7/2021
Harrison, Hope Music Teacher Imperial Middle School/ Washington Middle School	Temporary	III-7	\$71,705.29 (pro-rated)	9/7/2021
Tobalina, Amie District Nurse District Office	Probationary	I-7	\$59,083 (pro-rated)	9/13/2021

Board Approved: October 14, 2021

La Habra City School District

To: Board of Trustees

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

Date: October 14, 2021

CC: Superintendent

Re: Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Alvino, Mike Evening Custodian Las Positas/IMS	Hours	4.0/day	8.0/day
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CERTIFICATED

Aguirre, Victoria Education Specialist El Cerrito	Contract	Intern	Probationary
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Board Approved: October 14, 2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LA HABRA CITY SCHOOL DISTRICT**

Proclaiming October 25, 2021 to October 29, 2021 as “Red Ribbon Week”

RESOLUTION NO. 8-2021

October 14, 2021

WHEREAS, tobacco products (including electronic cigarettes and vaping), alcohol and other substance abuse continue to put lives at risk both in California and throughout the United States;

WHEREAS, it is imperative that visible, unified prevention education efforts by the District and community members be supported to eliminate the demand for drugs;

WHEREAS, the National Federation of Parents for Drug-Free Youth, Inc., a national parent/community organization, and La Habra City School District are sponsoring the National Red Ribbon Campaign offering staff and students the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs);

WHEREAS, the Red Ribbon Week Campaign will be observed by the La Habra City School District from October 25, 2021 to October 29, 2021;

WHEREAS, business, government, parents, law enforcement, media, medical, schools, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week-long campaign;

WHEREAS, the La Habra City School District further commits resources to ensure the success of the Red Ribbon Week Campaign;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the La Habra City School District hereby proclaims October 25, 2021 to October 29, 2021 as Red Ribbon Week and encourages its staff and students to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug-free community.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on October 14, 2021.

Joanne Culverhouse, Ed.D.
Secretary to the Board

Adam Rogers
Board President

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent, Business Services
Date: October 14, 2021
CC: Superintendent
Re: Public Disclosure of Collective Bargaining Agreement (Assembly Bill 1200)

Background:

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

The La Habra City School District and the La Habra Education Association reached an agreement on compensation for the 2021-22 school year. The agreement has two components, a 4% increase to the certificated salary schedule retroactive to July 1, 2021 and an increase to the Health and Welfare cap of 5% beginning January 1, 2022. The AB 1200 reflects costs to the District associated with the increases and the impact to the Multi-Year Budget.

Rationale:

The La Habra City School District with the La Habra Education Association has come to an agreement for 2021-22 compensation.

Recommended Action:

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

Financial Implications, if any:

Approximately \$1,073,816.64

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

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

La Habra City Elementary School District - La Habra Education Association

School District - Bargaining Unit: (LHEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022
(date) (date)

The Governing Board will act upon this agreement on: October 14, 2021
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY	Year 2 Increase/(Decrease) FY	Year 3 Increase/(Decrease) FY
1 Salary Schedule Increase (Decrease)	\$ 22,692,100.00	\$ 907,684	\$ 943,991	\$ 945,444
		4.00%	4.00%	4.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)		\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 4,153,316	\$ 166,133	\$ 172,778	\$ 173,044
		4.00%	4.00%	4.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 26,845,416	\$ 1,073,816.64	\$ 1,116,769.31	\$ 1,118,487.41
7 Total Number of Represented Employees (Use FTEs if appropriate)	242.00	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 110,931	\$ 4,437	\$ 4,615	\$ 4,622
		4.00%	4.16%	4.17%

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

The negotiated increase is a 4% On-going increase to the Certificated Salary Schedule retroactive to July 1, 2021

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

No

11. Please include comments and explanations as necessary.

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

The medical cap will increase by 5% per the agreement with LHEA

Current Medical Cap Tenthly Family \$1,535.42, Two party \$1,073.32, Single \$508.62

Increased Medical Cap effective January 2022 as follows:

Tenthly Family \$1,612.20, Two Party \$1,126.98, Single \$534.05

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

N/A

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

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

None

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

N/A

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement will not increase deficit spending for the current or subsequent two fiscal years.

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

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

The District will be using unrestricted funds to pay for the increase to the salary schedule.

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

N/A

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

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **La Habra Education Association (LHEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/11/2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 48,680,671	\$ -	\$ -	\$ 48,680,671
Remaining Revenues (8100-8799)	\$ 973,735	\$ -	\$ -	\$ 973,735
TOTAL REVENUES	\$ 49,654,406	\$ -	\$ -	\$ 49,654,406
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,674,604	\$ 754,864	\$ -	\$ 19,429,468
Classified Salaries (2000-2999)	\$ 6,043,266		\$ -	\$ 6,043,266
Employee Benefits (3000-3999)	\$ 9,798,750	\$ 239,059	\$ -	\$ 10,037,809
Books and Supplies (4000-4999)	\$ 1,279,180	\$ -	\$ -	\$ 1,279,180
Services, Other Operating Expenses (5000-5999)	\$ 2,216,454	\$ -	\$ -	\$ 2,216,454
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (178,719)	\$ -	\$ -	\$ (178,719)
Other Adjustments				
TOTAL EXPENDITURES	\$ 37,833,535	\$ 993,923	\$ -	\$ 38,827,458
OPERATING SURPLUS (DEFICIT)	\$ 11,820,871	\$ (993,923)	\$ -	\$ 10,826,948
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (7,605,322)	\$ -	\$ -	\$ (7,605,322)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 4,215,549	\$ (993,923)	\$ -	\$ 3,221,626
BEGINNING BALANCE	\$ 12,823,155			\$ 12,823,155
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 17,038,704	\$ (993,923)	\$ -	\$ 16,044,781
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 124,854	\$ -	\$ -	\$ 124,854
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,775,427	\$ -	\$ -	\$ 4,775,427
Reserve for Economic Uncertainties (9789)	\$ 1,939,716	\$ 37,199	\$ -	\$ 1,976,915
Unassigned/Unappropriated (9790)	\$ 10,198,707	\$ -	\$ -	\$ 9,167,585

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **La Habra Education Association (LHEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 03/11/2021)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 14,421,177	\$ -	\$ 1,975,646	\$ 16,396,823
TOTAL REVENUES	\$ 14,421,177	\$ -	\$ 1,975,646	\$ 16,396,823
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 9,242,964	\$ 152,820	\$ -	\$ 9,395,784
Classified Salaries (2000-2999)	\$ 4,135,313	\$ -	\$ -	\$ 4,135,313
Employee Benefits (3000-3999)	\$ 6,864,032	\$ 48,073	\$ -	\$ 6,912,105
Books and Supplies (4000-4999)	\$ 3,225,095	\$ -	\$ (1,500,000)	\$ 1,725,095
Services, Other Operating Expenses (5000-5999)	\$ 2,701,021	\$ -	\$ -	\$ 2,701,021
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 575,000	\$ -	\$ -	\$ 575,000
Direct Support/Indirect Cost (7300-7399)	\$ 80,233	\$ -	\$ -	\$ 80,233
Other Adjustments				
TOTAL EXPENDITURES	\$ 26,823,658	\$ 200,893	\$ (1,500,000)	\$ 25,524,551
OPERATING SURPLUS (DEFICIT)	\$ (12,402,481)	\$ (200,893)	\$ 3,475,646	\$ (9,127,728)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 7,605,322	\$ -	\$ -	\$ 7,605,322
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (4,797,159)	\$ (200,893)	\$ 3,475,646	\$ (1,522,406)
BEGINNING BALANCE	\$ 2,022,406			\$ 2,022,406
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ (2,774,753)	\$ (200,893)	\$ 3,475,646	\$ 500,000
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 500,000	\$ -	\$ -	\$ 500,000
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **La Habra Education Association (LHEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of 03/11/2021)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 48,680,671	\$ -	\$ -	\$ 48,680,671
Remaining Revenues (8100-8799)	\$ 15,394,912	\$ -	\$ 1,975,646	\$ 17,370,558
TOTAL REVENUES	\$ 64,075,583	\$ -	\$ 1,975,646	\$ 66,051,229
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 27,917,568	\$ 907,684	\$ -	\$ 28,825,252
Classified Salaries (2000-2999)	\$ 10,178,579	\$ -	\$ -	\$ 10,178,579
Employee Benefits (3000-3999)	\$ 16,662,782	\$ 287,132	\$ -	\$ 16,949,914
Books and Supplies (4000-4999)	\$ 4,504,275	\$ -	\$ -	\$ 4,504,275
Services, Other Operating Expenses (5000-5999)	\$ 4,917,475	\$ -	\$ -	\$ 4,917,475
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 575,000	\$ -	\$ -	\$ 575,000
Direct Support/Indirect Cost (7300-7399)	\$ (98,486)	\$ -	\$ -	\$ (98,486)
Other Adjustments				
TOTAL EXPENDITURES	\$ 64,657,193	\$ 1,194,816	\$ -	\$ 65,852,009
OPERATING SURPLUS (DEFICIT)	\$ (581,610)	\$ (1,194,816)	\$ 1,975,646	\$ 199,220
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (581,610)	\$ (1,194,816)	\$ 1,975,646	\$ 199,220
BEGINNING BALANCE	\$ 14,845,561			\$ 14,845,561
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 14,263,951	\$ (1,194,816)	\$ 1,975,646	\$ 15,044,781
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 124,854	\$ -	\$ -	\$ 124,854
Restricted Reserves (9740)	\$ 500,000	\$ -	\$ -	\$ 500,000
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,775,427	\$ -	\$ -	\$ 4,775,427
Reserve for Economic Uncertainties (9789)	\$ 1,939,716	\$ 37,199	\$ -	\$ 1,976,915
Unassigned/Unappropriated (9790)	\$ 10,198,707	\$ (1,194,816)	\$ 1,975,646	\$ 10,979,537

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **La Habra Education Association (LHEA)**

	2021-22	2022-23	2023-24
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 48,680,671	\$ 48,466,262	\$ 50,709,253
Remaining Revenues (8100-8799)	\$ 17,370,558	\$ 12,577,013	\$ 13,295,719
TOTAL REVENUES	\$ 66,051,229	\$ 61,043,275	\$ 64,004,972
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 28,825,252	\$ 29,390,254	\$ 29,405,254
Classified Salaries (2000-2999)	\$ 10,178,579	\$ 9,856,474	\$ 9,953,538
Employee Benefits (3000-3999)	\$ 16,949,914	\$ 17,472,691	\$ 17,672,691
Books and Supplies (4000-4999)	\$ 4,504,275	\$ 2,000,000	\$ 2,000,000
Services, Other Operating Expenses (5000-5999)	\$ 4,917,475	\$ 4,500,000	\$ 4,500,000
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 575,000	\$ 575,000	\$ 575,000
Direct Support/Indirect Cost (7300-7399)	\$ (98,486)	\$ (98,948)	\$ (98,948)
Other Adjustments		\$ 1,490,454	\$ 1,250,000
TOTAL EXPENDITURES	\$ 65,852,009	\$ 65,185,925	\$ 65,257,535
OPERATING SURPLUS (DEFICIT)	\$ 199,220	\$ (4,142,650)	\$ (1,252,563)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 199,220	\$ (4,142,650)	\$ (1,252,563)
BEGINNING BALANCE	\$ 14,845,561	\$ 15,044,781	\$ 10,902,131
CURRENT-YEAR ENDING BALANCE	\$ 15,044,781	\$ 10,902,131	\$ 9,649,568
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 124,854	\$ 124,854	\$ 124,854
Restricted Reserves (9740)	\$ 500,000	\$ 500,000	\$ 500,000
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,429,659	\$ 2,339,572	\$ 1,169,786
Reserve for Economic Uncertainties (9789)	\$ 1,976,915	\$ 1,955,578	\$ 1,957,726
Unassigned/Unappropriated (9790)	\$ 10,979,537	\$ 5,982,127	\$ 5,897,202

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 65,842,009	\$ 65,303,148	\$ 65,174,758
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,975,260	\$ 1,959,094	\$ 1,955,243

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,976,915	\$ 1,959,094	\$ 1,955,243
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 10,989,537	\$ 5,871,388	\$ 5,875,239
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 12,966,452	\$ 7,830,482	\$ 7,830,482
h.	Reserve for Economic Uncertainties Percentage	20%	9.01%	9.01%

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

2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

The total adjuement to column 2 on page 4 Benefits dose not equal Total Compensation Increase in Section A because an increase of \$120 thousand was added to the budget for the 5% Health & Welfare Cap increase.

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

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

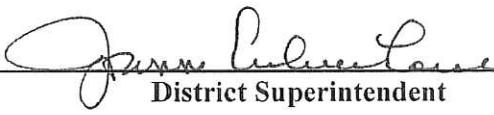
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Assistant Superintendent of Business Services, of the La Habra City School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the LHEA Bargaining Unit, during the term of the agreement from July 1, 2021 to June 30, 2022

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

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

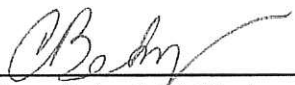
N/A ____ (No budget revisions necessary)



District Superintendent
(Signature)

10/7/2021

Date



Assistant Superintendent, Business Services
(Signature)

10/7/2021

Date

L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

10/14/2021

Date

President or Clerk of Governing Board
(Signature)

10/14/2021

Date

Christeen Betz, Assistant Superintendent, Business Services
Contact Person

(562) 690-2305

Phone

Memorandum of Understanding
Between the La Habra City School District
And
The La Habra Education Association

October 7, 2021

This Memorandum of Understanding (MOU) is agreed to between the La Habra City School District (District) and the La Habra Education Association (LHEA) regarding salaries for the 2021-2022 school year.

- The District will provide a 4% on-going increase to the salary schedule retroactive to July 1, 2021 (see attachment).
- The District will increase the health benefits cap by 5% effective January 1, 2022 (see attachment).

This MOU is for compensation only and language negotiations will be conducted separately.

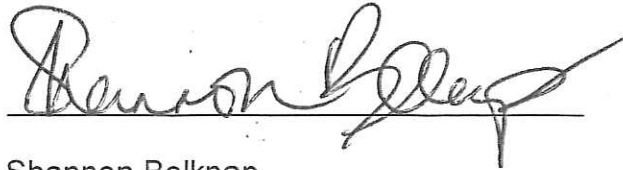
For the La Habra City School District:



Mario A. Carlos, Ed.D.

Associate Superintendent

For the La Habra Education Association:



Shannon Belknap

LHEA President

LA HABRA CITY SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE 2021-2022
 EFFECTIVE JULY 1, 2021
 2020-2021 SALARY SCHEDULE +4.00%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
1	\$53,524	\$56,962	\$62,296	\$69,148
2	\$55,128	\$57,805	\$64,161	\$71,218
3	\$56,782	\$59,539	\$66,089	\$73,357
4	\$56,782	\$61,324	\$68,069	\$75,554
5	\$56,782	\$63,163	\$70,113	\$77,824
6	\$56,782	\$65,059	\$72,216	\$80,157
7	\$56,782	\$67,010	\$74,381	\$82,564
8	\$56,782	\$69,020	\$76,616	\$85,040
9	\$56,782	\$71,091	\$78,911	\$87,593
10	\$56,782	\$71,091	\$81,279	\$90,221
11	\$56,782	\$71,091	\$83,721	\$92,930
12	\$56,782	\$71,091	\$86,226	\$95,714
13	\$56,782	\$74,532	\$88,816	\$98,583
14	\$56,782	\$74,532	\$92,256	\$101,548
15	\$56,782	\$74,532	\$92,256	\$104,985
16	\$56,782	\$74,532	\$92,256	\$104,985
17	\$56,782	\$74,532	\$92,256	\$104,985
18	\$56,782	\$74,532	\$99,287	\$104,985
19	\$56,782	\$74,532	\$99,287	\$104,985
20	\$56,782	\$74,532	\$99,287	\$116,200
21	\$56,782	\$74,532	\$99,287	\$116,200
22	\$56,782	\$74,532	\$99,287	\$116,200
23	\$56,782	\$74,532	\$99,287	\$116,200
24	\$56,782	\$74,532	\$99,287	\$116,200
25	\$56,782	\$74,532	\$99,287	\$119,156

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)

All Columns: Units must show a grade of "C" or better, or "Satisfactory" in a pass/fail grading system

Employee Schedule Plus

English Learner Lead Teacher \$1,114

Dual Immersion with BCLAD \$1,672

World Language with BCLAD \$1,672

Special Education Teachers \$1,672

Designated Instructional Services (DIS), Special Day Class (SDC),

Resource Specialist (RSP) - (with certification)

Special Education Teachers \$836

DIS (without certification)

Hourly Rate for:

State-Supported Programs \$40/hr

Summer Inservice Training \$40/hr

Before & After School Activities/Prgrms \$40/hr

Other Mandatory Programs/Training \$40/hr

Mileage: Current IRS Rate

Meal Reimbursement: \$60

Employee will receive one year experience credit for a single one-half year or more experience. All other experience granted on a regular work year basis. Substitute work does not count. Six (6) years of outside experience will be granted on the salary schedule to teachers new to the district. Experience consists of teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U. S. Government.

Effective: 12:00 A.M. 7/01/21

Board Approval Pending

Certificated 21-22 as of October 5, 2021.xlsx

10/05/21-rb

LA HABRA CITY SCHOOL DISTRICT
CERTIFICATED NURSE SALARY SCHEDULE 2021-2022
(Includes 4%)
EFFECTIVE JULY 1, 2021
2020-2021 SALARY SCHEDULE +4.0%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
1	\$55,664	\$59,240	\$64,788	\$71,913
2	\$57,333	\$60,117	\$66,726	\$74,067
3	\$59,052	\$61,921	\$68,733	\$76,291
4	\$59,052	\$63,777	\$70,792	\$78,576
5	\$59,052	\$65,690	\$72,918	\$80,937
6	\$59,052	\$67,662	\$75,105	\$83,364
7	\$59,052	\$69,689	\$77,356	\$85,867
8	\$59,052	\$71,780	\$79,680	\$88,441
9	\$59,052	\$73,936	\$82,068	\$91,097
10	\$59,052	\$73,936	\$84,530	\$93,830
11	\$59,052	\$73,936	\$87,070	\$96,646
12	\$59,052	\$73,936	\$89,676	\$99,543
13	\$59,052	\$77,512	\$92,369	\$102,525
14	\$59,052	\$77,512	\$95,947	\$105,609
15	\$59,052	\$77,512	\$95,947	\$109,184
16	\$59,052	\$77,512	\$95,947	\$109,184
17	\$59,052	\$77,512	\$95,947	\$109,184
18	\$59,052	\$77,512	\$103,258	\$109,184
19	\$59,052	\$77,512	\$103,258	\$109,184
20	\$59,052	\$77,512	\$103,258	\$120,848
21	\$59,052	\$77,512	\$103,258	\$120,848
22	\$59,052	\$77,512	\$103,258	\$120,848
23	\$59,052	\$77,512	\$103,258	\$120,848
24	\$59,052	\$77,512	\$103,258	\$120,848
25	\$59,052	\$77,512	\$103,258	\$123,922

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)

All Columns: Units must show a grade of "C" or better, or "Satisfactory" in a pass/fail grading system

Employee Schedule Plus

English Learner Lead Teacher \$1,114

Dual Immersion with BCLAD \$1,672

World Language with BCLAD \$1,672

Special Education Teachers \$1,672

Designated Instructional Services (DIS), Special Day Class (SDC),

Resource Specialist (RSP) - (with certification)

Special Education Teachers \$836

DIS (without certification)

Hourly Rate for:

State-Supported Programs \$40/hr

Summer Inservice Training \$40/hr

Before & After School Activities/Prgrms \$40/hr

Other Mandatory Programs/Training \$40/hr

Mileage: Current IRS Rate

Meal Reimbursement: \$60

Employee will receive one year experience credit for a single one-half year or more experience. All other experience granted on a regular work year basis. Substitute work does not count. Six (6) years of outside experience will be granted on the salary schedule to teachers new to the district. Experience consists of teaching in an accredited private school or any public school system either in California or under the jurisdiction of the U. S. Government.

Effective: 12:00 A.M. 7/01/21

Board Approval Pending

Certificated 21-22 as of October 7, 2021.xlsx

10/07/21-rb

LA HABRA CITY SCHOOL DISTRICT
CERTIFICATED SPEECH & LANGUAGE SPECIALIST SALARY SCHEDULE 2021-2022
(Includes 4%)
EFFECTIVE JULY 1, 2021
2020-2021 SALARY SCHEDULE +4.0%

186 DAYS

STEP	A	I	II	III
	BA + Emergency Credential	BA + Credential	MA or BA + 45 Units	BA + 60 Units (Incl. MA) or MA + 15 Units
1	\$55,664	\$59,240	\$64,788	\$71,913
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11	\$59,052	\$73,936	\$87,070	\$96,646
12	\$59,052	\$73,936	\$89,676	\$99,543
13	\$59,052	\$77,512	\$92,369	\$102,525
14	\$59,052	\$77,512	\$95,947	\$105,609
15	\$59,052	\$77,512	\$95,947	\$109,184
16	\$59,052	\$77,512	\$95,947	\$109,184
17	\$59,052	\$77,512	\$95,947	\$109,184
18	\$59,052	\$77,512	\$103,258	\$109,184
19	\$59,052	\$77,512	\$103,258	\$109,184
20	\$59,052	\$77,512	\$103,258	\$120,848
21	\$59,052	\$77,512	\$103,258	\$120,848
22	\$59,052	\$77,512	\$103,258	\$120,848
23	\$59,052	\$77,512	\$103,258	\$120,848
24	\$59,052	\$77,512	\$103,258	\$120,848
25	\$59,052	\$77,512	\$103,258	\$123,922

Column II: 50% of units beyond BA must be graduate units (quarter units convert at 2/3)

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Mileage: Current IRS Rate

Meal Reimbursement: \$60

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Effective: 12:00 A.M. 7/01/21

Board Approval Pending

Certificated 21-22 as of October 7, 2021.xlsx

10/07/21-rb

10 MONTH CONVERSION

INCREASE

INDIVIDUAL 5%
ALL 5%

MED PLAN DESC	NUMBER OF STAFF	MONTHLY COST TO EACH EMPLOYEE PER MONTH	MONTHLY COST FOR ALL EMPLOYEES	MONTHLY COST FOR EACH EMPLOYEE FOR LHCS	MONTHLY COST FOR ALL TO LHCS	INDIVIDUAL 5%	ALL 5%
KAIS HMO 20 CES	26	182.76	4,751.79	498.84	12,969.82	24.94	648.49
BC HMO 30 CE S	11	214.63	2,360.90	499.37	5,493.10	24.97	274.65
BC PPO J CE S	14	292.98	4,101.72	508.62	7,120.68	25.43	356.03
KAIS HMO 20 CLS	17	185.34	3,150.78	508.62	8,646.54	25.43	432.33
BC HMO 20 CE S	8	238.98	1,911.84	508.62	4,068.96	25.43	203.45
KAIS HMO DE CES	7	140.58	984.06	508.62	3,560.34	25.43	178.02
BC HMO 20 AB R1	1	153.15	153.15	508.62	508.62	25.43	25.43
BC HMO 20 CL S	3	258.05	768.15	508.62	1,525.86	25.43	76.29
BC HMO 30 CL S	2	220.05	440.10	508.62	1,017.24	25.43	50.86
KAIS HMO DE CLS	2	150.62	301.24	508.62	1,017.24	25.43	50.86
KAIS HMO 20 CE2	24	339.08	8,137.92	1,073.32	25,759.58	53.67	1,287.98
BC HMO 20 CE 2P	7	489.08	3,423.56	1,073.32	7,513.21	53.67	375.66
BC HMO 20 CL 2P	1	524.02	524.02	1,073.32	1,073.32	53.67	53.67
BC HMO 30 CE 2P	7	414.68	2,902.76	1,073.32	7,513.21	53.67	375.66
BC PPO J CE 2P	5	597.08	2,985.40	1,073.32	5,366.58	53.67	268.33
KAIS HMO DE CE2	4	270.68	1,082.72	1,073.32	4,293.26	53.67	214.66
KAIS HMO DE CL2	3	290.02	870.05	1,073.32	3,219.95	53.67	161.00
KAIS HMO 20 CL2	14	363.30	5,086.20	1,073.32	15,026.42	53.67	751.32
KAIS HMO 20 CEF	66	422.42	27,879.71	1,527.58	100,820.54	76.38	5,041.03
BC HMO 20 CE F	18	631.78	11,372.04	1,535.42	27,637.63	76.77	1,381.88
BC HMO 30 CE F	15	526.18	7,892.70	1,535.42	23,031.36	76.77	1,151.57
KAIS HMO 20 CLF	14	444.19	6,218.66	1,535.42	21,495.94	76.77	1,074.80
KAI HMO DED CEF	10	319.78	3,197.80	1,535.42	15,354.24	76.77	767.71
BC HDHP CE F	1	571.78	571.78	1,535.42	1,535.42	76.77	76.77
BC HMO 30 CL F	1	563.76	563.76	1,535.42	1,535.42	76.77	76.77
BC PPO J CE FAM	5	776.98	3,884.90	1,535.42	7,677.12	76.77	383.86
KAI HMO 20 ER F	1	345.48	345.48	1,535.42	1,535.42	76.77	76.77
KAIS HMO DE CLF	4	342.62	1,370.48	1,535.42	6,141.70	76.77	307.08
TOTAL	291		107,233.67		322,458.73		16,122.99

TOTAL ANNUAL			1,072,336.70		3,224,587.32		161,229.87
TOTAL	291		107,233.67		322,458.73		16,122.99

10 MONTH CONVERSION

MONTHLY COST TO EACH EMPLOYEE PER MONTH	MONTHLY COST FOR ALL EMPLOYEES	MONTHLY COST FOR EACH EMPLOYEE FOR LHCS	MONTHLY COST FOR ALL TO LHCS
157.82	4,103.30	523.78	13,618.31
189.66	2,086.25	524.34	5,767.75
267.55	3,745.69	534.05	7,476.71
159.91	2,718.45	534.05	9,078.87
213.55	1,708.39	534.05	4,272.41
115.15	806.04	534.05	3,738.36
127.72	127.72	534.05	534.05
230.62	691.86	534.05	1,602.15
194.62	388.24	534.05	1,068.10
125.19	250.38	534.05	1,068.10
285.41	6,849.94	1,126.98	27,047.56
435.41	3,047.90	1,126.98	7,888.87
470.35	470.35	1,126.98	1,126.98
361.01	2,527.10	1,126.98	7,888.87
543.41	2,717.07	1,126.98	5,634.91
217.01	868.06	1,126.98	4,507.93
236.35	709.05	1,126.98	3,380.95
309.63	4,334.88	1,126.98	15,777.75
346.04	22,838.68	1,603.96	105,861.57
555.01	9,990.16	1,612.20	29,019.51
449.41	6,741.13	1,612.20	24,182.93
367.42	5,143.86	1,612.20	22,570.73
243.01	2,430.09	1,612.20	16,121.95
495.01	495.01	1,612.20	1,612.20
486.99	486.99	1,612.20	1,612.20
700.21	3,501.04	1,612.20	8,060.98
268.71	268.71	1,612.20	1,612.20
265.85	1,063.40	1,612.20	6,448.78

TOTAL	291		338,581.67
TOTAL ANNUAL			3,385,816.69

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Chief Business Official
Date: October 14, 2021
CC: Superintendent
Re: 2021-22 Compensation Agreement of 4% On-going to the Certificated and Classified Management, and Confidential Salary Schedule & an Increase of 5% to the Health and Welfare Cap

Background:

The La Habra City School District (LHCSD) and the La Habra Education Association (LHEA) reached an agreement on compensation for the 2021-22 school year. The agreement provides an increase to the 2021-22 salary schedule by 4% retroactive to July 1, 2020 and increase to the Health and Welfare cap of 5%. Past practice for LHCSD has been an increase in salaries for Certificated and Classified Management and Confidential Personnel to commensurate with the settlements of LHEA.

Rationale:

The La Habra City School District Certificated and Classified Administrators, and Confidential Personnel follow the agreement with the District and LHEA.

Recommended Action:

The District recommends the Board of Trustees approve the new salary schedule.

Financial Implications, if any:

Approximately \$300 thousand on-going

LA HABRA CITY SCHOOL DISTRICT
2021-2022 ADMINISTRATION SALARY SCHEDULE

EFFECTIVE JULY 1, 2021

(2020-21 Salary Schedule + 4.0)

Position	Duty Days	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YEARS (plus \$1,000)	15 YEARS (plus \$1,500)
		Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
1	201	116,186	118,373	120,555	122,744	124,930	127,132	129,004	130,004	131,504
2	206	119,557	121,769	123,988	126,218	128,447	130,660	132,584	133,584	135,084
3	215	129,085	130,982	132,907	134,860	136,845	138,859	140,903	141,903	143,403
4	206	136,015	138,263	140,486	142,746	144,997	147,188	149,360	150,360	151,860
5	215	144,555	146,684	148,844	151,040	153,266	155,527	157,820	158,820	160,320
6	230	165,680	167,673	170,142	172,650	175,196	177,779	180,403	181,403	182,903
7	230	168,605	171,143	173,716	176,332	179,014	181,729	184,412	185,412	186,912
8	230	177,035	179,472	182,402	185,149	187,966	190,815	193,632	194,632	196,132
9	246	262,231	267,348	272,565	277,888	283,317	288,856	294,503		

Position

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

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

* Position 2 includes Elementary Assistant Principal

Board Approval Pending

LA HABRA CITY SCHOOL DISTRICT
2021-22 SUPERVISORY/CONFIDENTIAL SALARY SCHEDULE
 EFFECTIVE JULY 1, 2021
 (2020-2021 Salary Schedule + 4%)

SUPERVISORY SALARY SCHEDULE

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

RANGE

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

± Monthly mileage allowance \$100

±± Monthly mileage allowance \$200

CONFIDENTIAL SALARY SCHEDULE

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

RANGE

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

Board Approval Pending

La Habra City School District

To: Board of Trustees
From: Sheryl Tecker, Ed.D., Assistant Superintendent of Educational Services
Date: October 14, 2021
CC: Superintendent
Re: Public Hearing: Textbooks/Instructional Materials

Background:

Education Code Section 60119 requires that the governing board of any school district receiving funds for instructional materials hold an annual public hearing within the first eight weeks of the school year and adopt a resolution stating whether each pupil in the district has sufficient standards-aligned textbooks and other instructional materials. As you know, this is the reason that you, as Trustees, set the date and time of this required Public Hearing at the October 14, 2021 Board Meeting.

For your review, the District Curriculum Matrix listing the required basic texts and instructional materials for each major subject has been included with this attachment.

Rationale:

The Instructional Materials Funding Realignment Program, our current funding for instructional materials, requires that all pupils be provided with standards-aligned textbooks and/or basic instructional materials in Reading/Language Arts, Mathematics, Science, and History/Social Studies.

Recommended Action:

1. Under Public Hearing Item 13a., the President is to call for a Public Hearing, and that which is heard will determine the next course of action listed under #2.
2. Should the Public Hearing be in the affirmative, Trustees will be requested (under Action Item 13b.) to certify that each pupil has been provided with the textbooks and instructional materials listed on the attached matrix.

Financial Implications, if any:

None

LA HABRA CITY SCHOOL DISTRICT
2021-2022
DISTRICT CURRICULUM TK-8

Grade	Language Arts	English Language Development	Math	History Social Science	Science Health	Visual and Performing Arts
Transitional Kindergarten	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges (2018)</i>	McMillan McGraw Hill <i>California Vistas (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Kindergarten	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas We Learn Together (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 1	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas Family & Friends (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 2	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas People & Places (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 3	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44 (Intervention)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas California Communities (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 4	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas Our Golden State (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards

	(Intervention)	(Intervention)				
Grade	Language Arts	English Language Development	Math	History Social Science	Science Health	Visual and Performing Arts
Grade 5	McGraw Hill <i>Wonders (2017)</i> <i>Maravillas (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44 (Intervention)</i>	McGraw Hill <i>Wonders (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Math Learning Center <i>Bridges & Number Corners (2018)</i>	McMillan McGraw Hill <i>California Vistas Making a New Nation (2007)</i>	Pearson Scott Foreman <i>California Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 6	Amplify Education Inc. <i>Amplify (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44 Read 180 (Intervention)</i>	Amplify Education Inc. <i>Amplify (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Center for Mathematics and Teaching <i>Math Links (2018)</i>	Teacher's Curriculum Institute <i>Ancient Civilizations History Alive! (2007)</i>	Prentice Hall <i>Earth Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 7	Amplify Education Inc. <i>Amplify (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44 Read 180 (Intervention)</i>	Amplify Education Inc. <i>Amplify (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Center for Mathematics and Teaching <i>Math Links (2018)</i>	Teacher's Curriculum Institute <i>Medieval World History Alive! (2007)</i>	Prentice Hall <i>Life Science (2002)</i>	2001 Visual and Performing Arts Standards
Grade 8	Amplify Education Inc. <i>Amplify (2017)</i> Houghton Mifflin-Harcourt Brace <i>System 44 Read 180 (Intervention)</i>	Amplify Education Inc. <i>Amplify (2017)</i> Imagine Learning <i>Imagine Language + Literacy (Intervention)</i>	The Center for Mathematics and Teaching <i>Math Links (2018)</i> Holt <i>California Mathematics Algebra 1</i>	Teacher's Curriculum Institute <i>United States History Alive! (2007)</i>	Prentice Hall <i>Physical Science (2002)</i>	2001 Visual and Performing Arts Standards

All curriculum aligned to the California State Standards

RESOLUTION OF THE LA HABRA CITY SCHOOL DISTRICT GOVERNING
BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS
AND INSTRUCTIONAL MATERIALS FOR 2021-22
RESOLUTION #7-2021

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, a public hearing was held on _____, at _____ o'clock, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2021-22 school year, the La Habra City School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I hereby certify that the foregoing Resolution was duly and regularly adopted
by the Board of Trustees at a regular meeting of the said board held
at La Habra, California on the 14 day of October, 2021.

Resolution #7-2021

ATTEST:

President

Secretary

La Habra City School District

To: Board of Trustees
From: Manuel Tafoya, Supervisor Purchasing and Stores
Date: October 14, 2021
CC: Superintendent
Re: Dave Bang Associates Incorporated of California CMAS 4-15-78-0013E
Supplement No. 2 for Playworld Systems Inc. and No Fault brand playground equipment, components, surfaces and related installations

Background:

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

Rationale:

The District has an ongoing need to replace existing playground equipment and surfaces. Dave Bang Associates Incorporated of California has available a CMAS contract for Playworld Systems Inc. and No Fault brand playground equipment, components, surfaces and related installations that meet the standards of the District. Staff is requesting a delegation of authority for the Superintendent to approve purchases utilizing this CMAS contract.

Recommended Action:

It is recommended that the Board find that it is in the best financial and timely interest of the La Habra City School District to utilize the California Multiple Award Schedule (CMAS) contract no. 4-15-78-0013E Supplement No. 2 awarded to Dave Bang Associates Incorporated of California for the purchase of playground equipment, components, surfaces and related installation services for the term of the awarded contract through August 31, 2022 *inclusive* of future contract renewals and all addendums thereto.

Financial Implications, if any:

Expenditures will be made on an as needed basis with funding from various sources. Purchase orders will be submitted to the Superintendent or Designee for approval. This is not a request for any additional budgetary appropriation.

La Habra City School District

To: Board of Trustees
From: Manuel Tafoya, Supervisor Purchasing and Stores
Date: October 14, 2021
CC: Superintendent
Re: Piggyback of LAUSD Bid# 2000001557 (C-275) awarded to Dave Bang Associates of California

Background:

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

Rationale:

The District has a continuous need for outdoor tables, seating, umbrellas, bases and trash receptacles. The District would benefit from the pricing available on the piggyback awarded to Dave Bang Associates of California

Los Angeles Unified School District

Bid# 2000001557 (C-275) School and Administrative Furniture

Awarded to Dave Bang Associates of California

Originally awarded on 06/12/2018 for the time period 07/01/18 - 06/30/2021 with a one year extension awarded 05/05/21 extending the bid award to 06/30/22.

Recommended Action:

It is recommended that the Board find that it is in the best financial and timely interest of the La Habra City School District to utilize the available LAUSD Bid# 2000001557 (C-275) awarded to Dave Bang Associates Incorporated of California for the as needed purchase of outdoor tables, seating, umbrellas, bases and trash receptacles and related services for the term of the awarded contract through June 30, 2022 *inclusive* of future contract renewals and all addendums thereto.

Financial Implications, if any:

Expenditures will be made on an as needed basis with funding from various sources. Purchase orders will be submitted to the Superintendent or Designee for approval. This is not a request for any additional budgetary appropriation.

La Habra City School District

To: Board of Trustees
From: Mario A. Carlos, Ed.D., Associate Superintendent/Human Resources
Date: October 14, 2021
CC: Superintendent
Re: Temporary Increase in Substitute Teacher Rate of Pay

Background:

Due to the pandemic, districts all across California are struggling to secure Substitute Teachers. Many districts in Orange and Los Angeles counties are drastically increasing their sub pay rates in order to attract and retain qualified substitute teachers.

Rationale:

In order for LHCSD to maintain having substitute teachers in the classroom during this hiring shortage, it is necessary to increase rates temporarily in order to be more competitive with our surrounding districts.

Recommended Action:

Trustees are requested to approve a temporary increase in the daily and long-term substitute teacher rates of pay, effective October 1, 2021. (Rates will return to pre-pandemic rates in August, 2022.)

Financial Implications, if any:

\$200.00/daily rate

\$100.00/half-day rate

\$215.00/long-term rate

La Habra City School District

To: Board of Trustees

From: Christeen Betz, Assistant Superintendent, Business Services

Date: October 14, 2021

CC: Superintendent

Re: Elementary and Secondary School Emergency Relief (ESSER) Expenditure Plan

Background:

School Districts that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan detailing how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address the academic impact of lost instructional time as well as respond to the academic, social, emotional, and mental health needs of all students, particularly those students disproportionately impacted by the COVID-19 pandemic.

The District will receive a total of \$8,698,706 in ESSER III Funding.

Rationale:

The ESSER III Expenditure Plan must be Board approved by October 29, 2021, and submitted to the County Office of Education for review and approval.

Recommended Action:

Approve the ESSER III Expenditure Plan so that the District complies with American Rescue Plan (ARP) Act.

Financial Implication, if any:

\$8,698,706

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
La Habra City School District	Christeen Betz	cbetz@lahabraschools.org (562) 690-2388

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control Accountability Plan	Local Control Accountability Plan (LCAP) For Parents (lahabraschools.org)
COVID-19 Safety Plan	COVID19 Safety Plan Update Center (lahabraschools.org)

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$8,698,706

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	\$ 958,965
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	\$1,739,741
Use of Any Remaining Funds	\$6,000,000

Total ESSER III funds included in this plan

\$8,698,706

Community Engagement

A LEAs decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEAs ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

Consultation with school and community members has been an important part of the process to develop multiple plans over the course of the pandemic. These include the Learning Continuity and Attendance Plan (LCA, fall 2020), the Expanded Learning Opportunities Grant Plan (ELOGP, May 2021) and the 2021-22 to 2023-24 Local Control Accountability Plan (LCAP, June 2021). Throughout each of these planning processes, the voices of students, families, staff and community members have formed the development of goals, actions, expenditures and metrics. For example, LHCS D leaders met with the LCAP Stakeholder Committee to meaningfully consult and gather input in April of 2021. The LCAP Stakeholder Committee was composed of parents, administrators, teachers, Teachers on Special Assignment (TOSAs), and classified staff representing all nine school sites. This group also included union representatives, members of the LHCS D Board of Trustees, members of the Personnel Commission and our SELPA Administrator. All student groups were represented, including English Language Learners and students with disabilities. This group met virtually four times last spring

and were provided two opportunities to engage in a Thought Exchange to share and rate each other's ideas. The LCAP goals and actions were also discussed with our District Parent Advisory Committee and District English Language Acquisition Committee and evolved with their input.

Another Thought Exchange was launched districtwide in August to gather input specifically on the use of ESSER funding. In this Thought Exchange, LHCSD had 1,002 participants with 893 thoughts shared, and 19,258 thoughts rated. Of those participants, 65% represented families/community members, 21% LHCSD staff members, and 14% indicated "Other." The Thought Exchange was accessed in Spanish, Korean, Arabic and Chinese and had participants representing all of our school sites.

An important aspect of the engagement process has been the iterative nature of the multiple planning cycles. Beginning with the initial town hall meetings to discuss Distance Learning, to the LCA Plan, ELOGP, LCAP and now ESSER, each round of community engagement has built upon the last. Now with the ESSER III Plan, our local community will have the opportunity for public comment at a regularly scheduled Board of Education meeting to be held on October 14, 2021.

A description of how the development of the plan was influenced by community input.

Feedback from the community engagement strategies described above was incorporated into the development of specific strategies for addressing loss of instructional time. The actions described in the ESSER III Plan incorporate this feedback and build on the LCA, ELOGP, and LCAP goals of supporting safe and continuous in-person instruction and addressing the academic, social, emotional, and mental health needs of all students. The two major themes that recently emerged from our school and community partners that specifically influenced this ESSER III Plan to address lost instructional time include; maintenance of smaller class sizes and providing learning supports to help accelerate learning.

Some of the comments around these two themes were:

"Consider ALL students it is important to consider the needs of all students, including specific groups, those who are meeting standards and those not meeting standards."

"Smaller class sizes (20-22 students per class) to help with instructional needs & healthy/safe classroom environment. As students come out of Virtual or Hybrid school year, they truly need more differentiated instructions and more personalized attention in their class."

"Keep class sizes as small as possible. *smaller groups to target specific areas of need *students are able to focus with fewer distractions *SAFER to help prevent shutdowns

“Bring in extra staff to support teachers in the classroom. With all the learning loss, teachers could use the support to work with smaller groups all day.”

Actions and Expenditures to Address Student Needs

The following is the LEAs plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$958,965

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Provide Additional Custodial Support	The District will provide additional custodial support to assist in the sanitization of both common areas and classrooms at all sites.	\$800,000
N/A	Provide sanitizing, and cleaning supplies, and Personal Protective Equipment as recommended by the EPA and the CDPH	The District will provide the following additional resources: <ul style="list-style-type: none"> • Additional hand sanitizing stations placed in all classrooms and around all school sites/offices • Stand-alone HEPA air purifiers for classrooms and office spaces are available 	\$158,965

		<ul style="list-style-type: none"> • Reusable and disposable masks available for all students and staff, if needed • Face shields for all teachers, if needed • Cleaning/disinfecting protocols using U.S. Environmental Protection Agency (EPA) approved materials and solutions • Antibacterial soap in all dispensers District-wide • Personal protective equipment (PPE) for applicable staff • Additional alcohol wipes provided in each classroom for students and staff to wipe down surfaces on a regular basis 	
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Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$1,739,741

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 5	Math Intervention	<p>Support mathematics teachers to use data and cycles of inquiry to provide grade level instruction with embedded scaffolds to address gaps in learning.</p> <p>Support students with embedded and frequent intervention during the school day and with high engagement math programs after school.</p>	\$ 600,000

LCAP, Goal 1, Action 22	Multi-Tiered System of Supports	Expand and build upon the current foundation of MTSS with increased staffing and material resources to support Tier 2 & 3 interventions.	\$ 705,000
LCAP, Goal 1, Action 23	English Language Learners	Leverage data on English Language Learners to identify needs and differentiate instruction with targeted small-group instruction, curriculum and resources.	\$ 434,741

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$6,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Instructional Time	The District will provide instructional time above the required minimum per the Education Code. The additional instructional time will help mitigate learning loss that as a result of the school shutdowns from COVID-19.	\$6,000,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Math Intervention	Student performance on District and State assessments in Math.	Trimester and annually.

Multi-tiered System of Support	<p>Fidelity Integrity Assessment (FIA) - a rubric to monitor MTSS implementation.</p> <p>Number of intervention cycles offered and number of interventions where 80% or more of the students met the desired outcome.</p>	Annually
English Language Learners	<p>Reduction in number of Long Term English Language Learners</p> <p>Student performance on District and State assessments in Math.</p>	Trimester and annually

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at <https://www.cde.ca.gov/fq/cr/arpact.asp>.

For technical assistance related to the ESSER III Expenditure Plan template and instructions, please contact LCFF@cde.ca.gov. For all other questions related to ESSER III, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.

- For purposes of this requirement, “evidence-based interventions” include practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:
 - **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under

IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;

- Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
- Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
- Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;
- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;

- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;
 - Students who are English learners;
 - Students of color;
 - Students who are foster youth;
 - Homeless students;
 - Students with disabilities; and
 - Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;
 - Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
 - Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
 - Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).

- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "\$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, and children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

La Habra City School District
Initial Proposal to the
La Habra Education Association
October 14, 2021

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

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

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

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



LHEA
La Habra Education Association

September 28, 2021

Dr. Carlos,

On behalf of the La Habra Education Association, please accept this letter as our “Sunshine” for the 2021-2022 round of negotiations.

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

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

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

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

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

Sincerely,

Jim Rogers

Jim Rogers, LHEA/CTA Primary Contact Staff