



BOARD OF EDUCATION - REGULAR MEETING

AGENDA

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

Thursday, August 12, 2021 06:00 PM

5:00 p.m. - Closed Session

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

1. Formal Call to Order

Start time: 05:00 PM

2. Adjourn the Meeting to Closed Session

3. Closed Session

- a. Conference with Legal Counsel - Anticipated Litigation, Exposure to Litigation Pursuant Government Code 54956.9(d)(2)
- b. 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
- c. Public Employee Discipline/Dismissal/Release/Personnel Matters
Government Code Sections 54954.5(d), 54957

4. Second Call to Order

Start time: 06:00 PM

- Welcome
- Pledge of Allegiance

5. Report from Closed Session

6. Action Item: Adoption of Agenda

(Action)

Motion _____

Second _____

Board Action _____

7. Action Item: Approval of Minutes of the Regular Meeting of June 24, 2021. (Action)

Motion _____ **Second** _____ **Board Action** _____

8. Correspondence: Clerk of the Board

9. 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.

10. CONSENT CALENDAR (Action)

Motion _____ **Second** _____ **Board Action** _____

a. EDUCATIONAL SERVICES (Consent Agenda)

1. Contract Reports - Educational Services/Special Education/Special Education Master Contracts

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

[Special Education Service Contracts \(p. 9\)](#)

[Special Education Master Contracts \(p. 11\)](#)

2. Staff Development

[Staff Development \(p. 12\)](#)

3. University Agreements

[Biola University \(p. 14\)](#)

[Brandman University Psych-Counsel \(p. 18\)](#)

[Brandman University-Teacher \(p. 25\)](#)

[Brandman University School Psych \(p. 33\)](#)

[Emerson College \(p. 41\)](#)

4. Memberships

[Memberships \(p. 49\)](#)

b. BUSINESS SERVICES (Consent Agenda)

1. Contract Reports - Business Services

[Business Services \(p. 50\)](#)

2. Expenditures Report

[Expenditures \(p. 51\)](#)

3. Donations

[Donations \(p. 52\)](#)

4. Field Contracts

[Field Contracts \(p. 53\)](#)

c. PERSONNEL SERVICES

(Consent Agenda)

1. Separations/New Hires

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

[New Hires \(p. 58\)](#)

2. Change of Status

[Change of Status \(p. 60\)](#)

11. BUSINESS MATTERS

a. Action Item: Approval of School Resource Officer Program for the 2021-22 School Year

(Action)

Trustees are requested to approve the School Resource Officer Program for the 2021-22 School Year.

Motion_____

Second_____

Board Action_____

[School Resource Officer Memo Final \(p. 62\)](#)

[School Resource Officer Contract \(p. 63\)](#)

b. Action Item: Adopt Resolution #4-2021 to Establish Student Activity Special Revenue Fund 08

(Action)

Trustees are requested to Adopt Resolution #4-2021 to Establish Student Activity Special Revenue Fund 08 with the Orange County Auditor and Treasurer.

Motion_____

Second_____

Roll Call_____

[Resolution 4-2021 Memo \(p. 68\)](#)

[Resolution 4-2021 \(p. 69\)](#)

c. Action Item: Authorization to Participate in Piggyback Bid for Bread & Tortilla Products

(Action)

Trustees are requested to approve the piggyback option of the RFP #CJNA-2021-22-Bread awarded to Gold Star Foods for the 2021-22 school year. This RFP is sponsored by the Colton Joint Unified School District.

Motion_____

Second_____

Board Action_____

[Piggyback Bid for Bread and Tortilla Products \(p. 70\)](#)

d. Action Item: Authorization to Participate in Piggyback Bid for Dairy Products

(Action)

Trustees are requested to approve participation in Palm Springs Unified School District/Beaumont Unified School District Bid No. NS-20-02 Dairy Items for the 2021-22 school year.

Motion_____

Second_____

Board Action_____

[Piggyback Bid for Dairy Products \(p. 71\)](#)

- e. **Action Item: Authorization to Participate in Piggyback Bid for Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products** (Action)

Trustees are requested to approve the piggyback option of the RFP# 19/20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products awarded to Gold Star Foods for the 2021-22 school year.

Motion _____ Second _____ Board Action _____

[Piggyback Bid for Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products \(p. 72\)](#)

- f. **Action Item: Authorization to Participate in Piggyback Bid for Produce** (Action)

Trustees are requested to approve the piggyback option of the RFP #CJNS-2021-22 Produce, awarded to Gold Star Foods for the 2021-22 school year. The RFP is sponsored by the Colton Joint Unified School District.

Motion _____ Second _____ Board Action _____

[Piggyback Bid for Produce \(p. 73\)](#)

12. GENERAL MATTERS

- a. **Public Hearing: Initial Contract Proposal** (Information)

Trustees will hold an official public hearing to receive public comment on the following:

Initial Contract Proposal to the District by the California School Employees Association and its Chapter 135 per the attachment.

[Initial Proposal 2021-2022 \(p. 74\)](#)

[135 Initial Proposal 2021-2022 Reopener \(p. 75\)](#)

[District Sunshine Proposal \(p. 76\)](#)

- b. **Action Item: Approval of Initial District Proposal** (Action)

District's Initial Contract Proposal to the California School Employees Association and its Chapter 135 per the attachment.

Following the public hearing, it is recommended that Trustees adopt the District's Initial Contract Proposal to the California School Employees Association and its Chapter 135.

Motion _____ Second _____ Board Action _____

- c. **Information Item: First Reading of Select Board Policies** (Information)

Trustees will review a first reading of new/revised Board Policies (BP) per California School Board Association recommended for BP 6158 - Independent Study.

[Board Policies Memo \(p. 77\)](#)

[BP6158 - Independent Study - 1st Reading \(p. 79\)](#)

d. Action Item: Adopt Resolution #5-2021 - Observing Lincoln's Birthday (Action)

Trustees are requested to adopt Resolution #5-2021 designating the observance of Lincoln's Birthday from February 7, 2022 to February 14, 2022.

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

[Resolution 5-2021 Memo \(p. 90\)](#)

[Resolution 5-2021 - Lincoln's Birthday \(p. 91\)](#)

e. Action Item: Approve Changing the November Board of Trustees Meeting to November 10, 2021 (Action)

Trustees are requested to approve changing the date of the November Board of Trustees meeting to November 10, 2021.

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

[Veteran's Day Memo \(p. 92\)](#)

13. INSTRUCTION AND PERSONNEL

a. Action Item: Approve an Increase in the Substitute Teacher Rate (Action)

Trustees are requested to approve an increase in the substitute teacher rate of pay effective the start of the 2021-22 school year.

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

[Sub Rate Increase Memo \(p. 93\)](#)

14. Board/Superintendent Comments:

15. Adjournment

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

16. NEXT BOARD MEETING:

The next regular meeting of the Board of Education is scheduled for September 9, 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
Inside the Outdoors Field Trip Traveling Scientist - Amazing Animals	El Cerrito	9/1/2021	8/31/2022	Orange County Department of Education	\$57,750.00	PTA
Inside the Outdoors Virtual Program- Rethink Resources	Sierra Vista, El Cerrito	9/1/2021	8/31/2022	Orange County Department of Education	N/A	Grant
Provides District Administration, School Leaders and Teachers with targeted data analytics to support students and digital workflow tools for EL program	District	9/1/2021	8/31/2024	Ellevation Inc.	\$41,674.37	Expanded Learning Grant
Supports educators to strengthen their practice and potential with job-embedded training, consulting services, and coaching	District	8/10/2021	6/30/2022	CollaborativeEdu	\$126,000.00	Expanded Learning Grant
<u>RATIFICATION</u>						
Addendum to Staffing Services Agreement with CareerStaff Unlimited to continue to provide an occupational therapist to the District	District	8/9/2021	6/30/2022	CareerStaff Unlimited	\$100,800.00	Special Education
Addendum to Staffing Services Agreement with CareerStaff Unlimited to continue to provide a physical therapist to the District	District	8/9/2021	6/30/2022	CareerStaff Unlimited	\$42,000.00	Special Education

Board Approved: August 12, 2021



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REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

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

Memorandum of Understanding with OCDE to provide for the education of individual pupils in special education programs which are not available within the District (estimated costs to cover education, related services and transportation of LHCSO special education students placed in OCDE programs)	Orange County Department of Education Special Schools	7/1/2021	6/30/2022	Orange County Department of Education	\$300,000.00	Special Education
Memorandum of Understanding to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program	Centralia School District	7/1/2021	6/30/2022	Centralia School District	\$75,000.00	Special Education
Agreement to provide professional multilingual translation/interpretation services for the 2021-2022 school year	District	7/1/2021	6/30/2022	Language Network	\$6,000.00	Admin/Special Education
Staffing Services Agreement with Mediscan to continue to provide an occupational therapist to the District	District	8/9/2021	6/2/2022	New Mediscan II, LLC dba Cross Country Education	\$60,800.00	Special Education

Board Approved: August 12, 2021



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REQUEST FOR APPROVAL OF CONTRACTS / AGREEMENTS / EDUCATIONAL SERVICES

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

Provides Recreation and Enrichment component to the curriculum for summer school	District	6/7/2021	7/2/2021	City of La Habra	\$75,000.00	Expanded Learning Grant
Pathways Business & Entrepreneurship Learning Initiative Professional Development Workshop	District	7/1/2021	9/30/2021	Vital Link Orange County	\$1,500.00	SWP Grant
Early Developmental Index (EDI) Public Awareness Campaign	District	4/1/2021	6/30/2021	Child 360	\$10,121.00	EDI Taskforce Grant

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REQUEST FOR APPROVAL OF SPECIAL EDUCATION SERVICE CONTRACTS

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

Contract Agency: Haynes Family of Programs
233 W. Baseline
La Verne, CA 91750

Student	Services Provided	Start Date	End Date	Rate	Maximum Sessions	Contract Amount
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RATIFICATION

#1217415	Education Program (ESY)	6/21/2021	6/30/2021	\$ 162.00	8	\$ 1,296.00
	Counseling - Individual (ESY)	6/21/2021	6/30/2021	\$ 60.00	2	\$ 120.00
	Education Program (ESY)	7/1/2021	7/16/2021	\$ 167.33	11	\$ 1,840.63
	Counseling - Individual (ESY)	7/1/2021	7/16/2021	\$ 60.00	3	\$ 180.00
TOTAL						\$ 3,436.63

BOARD APPROVED: August 12, 2021



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REQUEST FOR APPROVAL OF SPECIAL EDUCATION SERVICE CONTRACTS

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

Contract Agency: Joan Macy School
1350 3rd Street
La Verne, CA 91750

Student	Services Provided	Start Date	End Date	Rate	Maximum Sessions	Contract Amount
#1217415	Education Program	8/23/2021	6/9/2022	\$ 167.33	180	\$ 30,119.40
	Counseling - Individual	8/23/2021	6/9/2022	\$ 60.00	40	\$ 2,400.00
	Education Program (ESY)	6/20/2022	6/30/2022	\$ 167.33	9	\$ 1,505.97
	Counseling - Individual (ESY)	6/20/2022	6/30/2022	\$ 60.00	2	\$ 120.00
TOTAL						\$ 34,145.37

BOARD APPROVED: August 12, 2021



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JOANNE CULVERHOUSE, Ed.D., *Superintendent*

REQUEST FOR APPROVAL OF SPECIAL EDUCATION MASTER CONTRACTS

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

Nonpublic, Nonsectarian School/Agency	Location	Start Date	End Date	Invoice Amount	Funding Source
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RATIFICATION

Haynes Family of Programs	La Verne, CA	7/1/2021	6/30/2022	per rate sheet	Special Education
Joan Macy School	La Verne, CA	7/1/2021	6/30/2022	per rate sheet	Special Education
Jump and Schout Therapy	Brea, CA	7/1/2021	6/30/2022	per rate sheet	Special Education

Board Approved: August 12, 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
2020-21 Financial Year-End Closing Workshop	Virtual	6/11/2021	Discussion of year-end closing topics	Arlene Magana	\$250.00	Unrestricted
2021 Mechanics Workshop	Virtual	7/15 - 7/16/2021	Industry training and updates	Juan Gonzalez Alan Grau	\$118.00	Transportation
Tier II Collaborative Problem Solving Training	Virtual	7/15 - 7/20/2021	Trained in new approach in supporting the most challenging students	Tawnya Sievers	\$515.00	Special Education
School Services of California - School Finance Conference	Virtual	7/15/2021	Review state budget and other financial topics	Arlene Magana Christeen Betz	\$460.00	Unrestricted
CA MTSS 2021 Professional Learning Institute	Virtual	7/20 - 7/22/2021	Implementation of MTSS framework to create equitable and inclusive learning	Julie Cruz	\$150.00	Unrestricted
ACSA Personnel Academy	Virtual	10/8/2021 - 4/9/2022	Build capacity in the area of Personnel/Human Resources	Marcie Poole	\$1,285.00	Title I
AALRR Leadership Series	Virtual	9/16/2021 - 4/28/2022	Leadership training and certification	David Richardson	\$499.00	Unrestricted
AALRR Leaves Boot Camp	Virtual	8/12 - 11/18/2021	Managing and understanding employee leaves of absence	Danelle Bautista Denise Orozco	\$698.00	Unrestricted

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

GENERAL PROGRAM	LOCATION	DATE	OVERVIEW	ATTENDEE(S)	ESTIMATED EXPENSE	FUNDING SOURCE
CSBA Annual Education Conference	San Diego, CA	12/2 - 12/4/2021	Discussion of relevant education topics	Joanne Culverhouse Mario A. Carlos Adam Rogers Cynthia Aguirre Ofelia Hanson Emily Pruitt Sue Pritchard Sheryl Tecker Gina Cosyion	\$13,500.00	Unrestricted
ACSA Equity Administrators Academy	Virtual	9/10/2021 - 4/9/2022	Focus on implementing equitable practices to effectively address diverse student needs	Cammie Nguyen	\$1,285.00	Unrestricted

CLINICAL AFFILIATION AGREEMENT – PRACTICUM

This Affiliation Agreement is entered into by and between La Habra City School District (“Training Site”) and Biola University, Inc. (“Biola”) for the purpose of students enrolled in Biola’s Rosemead School of Psychology (“Rosemead”) receiving clinical instruction and experience at Training Site (“Agreement”). The effective date of the Agreement shall be the date last signed by either Biola or Training Site below. Biola and Training Site shall be collectively referred to herein as the “Parties.”

The Parties hereto covenant and agree to the following:

1. STATUS OF RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood and agreed that this Agreement is neither intended nor shall be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Training Site and Biola, Rosemead or its students participating in clinical instruction at Training Site (“Students”).

2. STATUS OF STUDENTS AND RESPONSIBILITIES OF PARTIES

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

2.1 General Information

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

2.1.2 Biola and the Training Site shall not unlawfully discriminate against any Students on the basis of race, color, ethnicity, gender, creed, age or disability.

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

2.2 Responsibilities of Biola

2.2.1 Biola represents that it maintains liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for liability arising out of the activities of Biola and its Students. Biola agrees to maintain proof of professional liability coverage with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate per student for all activities to be performed under this Agreement. Biola shall provide workers’ compensation coverage for its Students. Appropriate documentation of such insurance shall be provided upon request by the Training Site.

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

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

2.3 Responsibilities of the Training Site

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

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

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

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

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

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

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

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

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

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

2.4 Responsibilities of the Student

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

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

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

2.4.3 Maintaining confidentiality of any and all information concerning patients.

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

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

3. TERM OF AGREEMENT/CANCELLATION/CHANGE IN PLACEMENT

This Agreement shall remain in effect for the period of time from July 1, 2021 to June 30, 2022. Either party may cancel this Agreement upon thirty (30) days' written notice; however, if the Training Site should exercise this option to cancel while a student is in training status, the Student shall be allowed to complete the pre-stipulated training program subject to early termination of the Student as set forth below. Termination or a change of a field placement of a Student during the year is unusual and will only be granted in exceptional cases. Examples of exceptional circumstances include the deterioration of the training program, a supervisor committing unethical acts, the Student not receiving sufficient clinical experience, and Student misconduct deemed unremediable and unrectifiable by both Training Site and Rosemead. A Student who wishes to change a placement must notify Rosemead's Director of Clinical Training ("DCT"). The DCT will consult with the Student's supervisor and appropriate Training Site administrators before a decision is made. The Student may not make any unilateral decisions regarding termination at a field placement.

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

4. HOLD HARMLESS CLAUSE

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

5. MISCELLANEOUS PROVISIONS

5.1 Modification

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

5.2 Entire Agreement

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

5.3 Binding Effect

This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.

5.4 Severability

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

5.5 Authorization

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

5.6. Governing Law

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

This Agreement has been executed by:

Biola University, Inc.:

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

Date

Breanna Klett
Director of Purchasing

Date

Training Site:

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

Credentials or Supervisor/License #

Signature of Director or Supervisor

Date

500 North Walnut, La Habra 90631
Address

cnguyen@lahabraschools.org
Email Address

(562) 690-2305
Phone

(562) 689-0104
Fax



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
EDUCATION ADMINISTRATION	<input type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the La Habra City School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

La Habra City School District
500 N. Walnut St.
La Habra, CA 90631
Attn: Keri Tucker
Phone: 562-690-2321

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

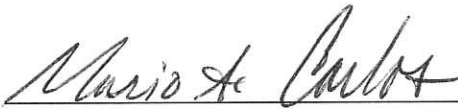
IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 06/01/2021 and shall continue in full force and effect through 06/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:



Name:

Dr. Mario A. Carlos

Title:

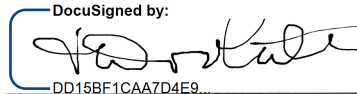
Associate Superintendent

Date:

6/28/2021

UNIVERSITY:

Signature:

DocuSigned by:

DD15BF1CAA7D4E9...

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date:

7/7/2021

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☐

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the La Habra City School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

La Habra City School District
500 N. Walnut Street
La Habra, CA 90631
Attn: Keri Tucker
Phone: 562-690-2321

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

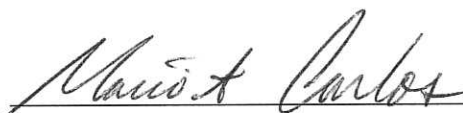
IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 06/01/2021 and shall continue in full force and effect through 06/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:



Name:

Dr. Mario A. Carlos

Title:

Associate Superintendent

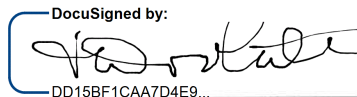
Date:

6/28/2021

UNIVERSITY:

Signature:

DocuSigned by:



DD15BF1CAA7D4E9...

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date:

7/7/2021

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Ontario Campus.

TEACHER EDUCATION

☐

SCHOOL PSYCHOLOGY

☒

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the LA HABRA CITY SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

La Habra City School District
500 North Walnut Street
La Habra, CA 90631
Attn: Carol Holman, Administrative Assistant
Phone: 562-290-2305

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

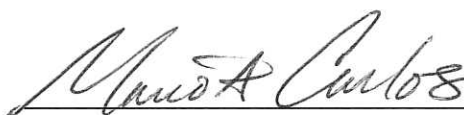
IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 6/10/2021 and shall continue in full force and effect through 6/10/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:



Name:

Mario Carlos, Ed.D.

Title:

Associate Superintendent, Human Resources

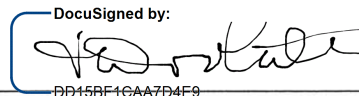
Date:

June 28, 2021

UNIVERSITY:

Signature:

DocuSigned by:



DD15BF1CAA7D4E9...

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer

Date:

7/7/2021

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the “Agreement”), effective as of 6/11/2021 the “Effective Date”), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, “Emerson”) and La Habra City School District, a California School District, and its agents, employees, affiliates, invitees, or representatives (collectively, the “Affiliate”). Emerson and Affiliate referred herein individually as a “Party”; collectively, as the “Parties”.

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the “Program”) to students of Emerson (each a “Student” and collectively, the “Students”); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.

- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Program Structure; Telehealth Program Contingency.

- 2.1. Emerson and Affiliate agree that in the normal course of business, the Program will be conducted on-site by the Student at the Affiliate location consistent with all ASHA guidelines.
- 2.2. In the event of (a) a declared emergency by the federal government or the state government in which either Emerson or Affiliate are located, (b) a continued emergency circumstance in the discretion of either Party, or (c) for the health and safety of the Student as determined by either Party (each, an "Emergency Circumstance"), Emerson or Affiliate may determine to restrict or prohibit on-site placement of the Student at Affiliate.
 - 2.2.1. If either Party decides to restrict or prohibit on-site placement of the Student in response to an Emergency Circumstance, Emerson may request that Affiliate permit the Student to engage in the Program remotely using telecommunication technologies ("Telehealth Program").
 - 2.2.2. If Affiliate agrees to permit a Telehealth Program, the Telehealth Program will be subject to the following terms and conditions:
 - 2.2.2.1. The Telehealth Program will continue for the duration of the time that Emerson is prohibiting on-site placements or until Affiliate allows on-site placements, whichever is later;
 - 2.2.2.2. The Affiliate has or will establish telecommunication capabilities to facilitate telehealth services to its clients for which Students may engage in as part of the Telehealth Program;
 - 2.2.2.3. Any such Telehealth Program shall comply with state licensing and telehealth practice laws as well as ASHA rules (which include compliance with the Council on Academic Accreditation and Council for Clinical Certification), guidelines or recommendations for internship or clinical programs, as either may be modified from time to time in consideration of any Emergency Circumstance;
 - 2.2.2.4. Emerson shall instruct the Student to adhere to all Telehealth Program rules and procedures of the Affiliate made known to the Student, which are necessary for Affiliate to conduct telehealth services in accordance with any applicable laws or regulations; and
 - 2.2.2.5. Student will continue to be covered by Emerson's professional liability insurance as set forth in this Agreement for the duration of such Telehealth Program.

- 2.3. If Affiliate permits a Telehealth Program in accordance with Section 2.2.2, the Parties will work cooperatively in close consultation to help facilitate the Telehealth Program for the Student. Accordingly, all references to “Program” in this Agreement will mean the “Telehealth Program” as herein defined and the terms of this Agreement will continue to apply in full force and effect to any such Telehealth Program as it would to the Program, provided such terms are not inconsistent with Section 2.2.
- 2.4. If Affiliate does not permit a Telehealth Program in accordance with Section 2.2.2 of this Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party.
- 2.5. Affiliate recognizes that during the time of the COVID-19 pandemic or other Emergency Circumstance, there may be increased risk to a Student, employees of Affiliate, or individuals served by Affiliate as a result of or relating to the Student’s in-person placement. Nevertheless, if (i) the Parties do not restrict or prohibit on-site placement pursuant to Section 2.2.1, and (ii) Affiliate and Student agree to pursue the on-site placement, then Emerson and Student will execute appropriate waivers for the Student to participate in the on-site placement. Affiliate acknowledges that Emerson may restrict or prohibit such on-site placement and terminate the Agreement if the Student does not execute applicable waivers.

3. Responsibilities of Emerson.

- 3.1. Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson’s sole discretion.
- 3.2. Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 3.3. Insurance. Emerson shall ensure that it maintains the following insurance with an AM Best rating of A-VII or better: (a) professional liability insurance covering students, interns and professional staff members in the amount of two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate, and (b) general commercial liability insurance covering personal or bodily injury and property damages in the amount of one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate.
- 3.4. Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.

- 3.5. Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 3.6. Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

4. Responsibilities of Affiliate

- 4.1. Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the “Student Supervisor”). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program’s curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student’s participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student’s submission to applicable licensing bodies or agencies.
- 4.2. Emergency Care. Affiliate acknowledges Emerson’s interest in ensuring its Students receive medical care during an emergency at Affiliate, and Affiliate shall make emergency medical care available to Students at Student’s expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 4.3. Withdrawal. Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 4.4. Insurance. Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate and professional liability insurance in amounts, in each case, of not less than two million dollars (\$2M USD) per claim and four million dollars (\$4M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days’ prior written notice to Emerson.
- 4.5. Indemnification. Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the “Indemnitees”) from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “Losses”) of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees

relating to, arising out of, directly or indirectly, or in connection with Affiliate's acts or omissions related in any way to this this Agreement or the Program.

5. Term and Termination.

- 5.1. The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date, and shall automatically renew for successive one (1) year terms unless earlier terminated as set forth herein.
- 5.2. This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 5.3. In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.
- 5.4. Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.

6. Education Records. If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g; 34 C.F.R. § 99.3), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.

7. Confidentiality. The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.

8. Status of the Parties. Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.

9. No Discrimination. In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin,

ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.

10. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson's Sexual Misconduct Policy available at <https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy>.
11. **Use of Name; Media Contact.** Affiliate may not use the name of "Emerson" or any Emerson logo or mark without Emerson's prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson's prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson's prior written consent.
12. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: La Habra City School District
 500 N Walnut St
 La Habra, CA 90631

If to Emerson: Emerson College
 120 Boylston Street
 Boston, MA 02116
 Attn: Laura Glufling-Tham

With a copy to: Emerson College
 120 Boylston Street
 Boston, MA 02116
 Attn: Office of the General Counsel
13. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
14. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in

state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.

15. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

LA HABRA CITY SCHOOL DISTRICT

By:_____

By:_____

Title:_____

Title:_____

Name:_____

Name:_____

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

ORGANIZATION	PERIOD	FEES	EMPLOYEE	PO#	ACCOUNT#
Cooperative Organization for the Development of Employee Selection Procedures (CODESP)	2021/2022	\$2,300.00	Danelle Bautista	R30P0074	0101-0000-0-5300-0000-7400-900-00000000
La Habra Area Chamber of Commerce	8/1/21 - 7/31/22	\$350.00	Superintendent/ Board of Trustees	R30P0078	0101-0000-0-5300-000-7100-340-00000000
Orange County School Boards Association (OCSBA)	2021/2022	\$250.00	Superintendent/ Board of Trustees	R30P0158	0101-0000-0-5300-0000-7100-340-00000000



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 / BUSINESS SERVICES

PROGRAM	LOCATION	START DATE	END DATE	CONSULTANT	INVOICE AMOUNT	FUNDING SOURCE
Architectural and Engineering Services for conversion to a TK-8 unified campus	Las Positas, Imperial	TBD	TBD	Little Diversified Architectural Consulting	\$455,500.00	Bond
Architectural Services for Shade Structure Project	Various	TBD	TBD	Little Diversified Architectural Consulting	\$80,500.00	Bond
Architectural and Engineering Services for Amphitheater Project	Arbolita, Ladera Palma	TBD	TBD	Little Diversified Architectural Consulting	\$120,000.00	Bond

RATIFICATION

Storm water monitoring, training and related services to create a Storm Water Pollution Prevention Program	District	7/1/2021	6/30/2022	Frog Environmental	\$2,300.00	Unrestricted
Training for bus drivers to maintain special school bus certificates	Transportation	7/1/2021	6/30/2022	Valerie Melendez Arellano	\$10,000.00	Transportation
Assist in submitting documentation to update and maximize the District's current eligibility under the state school facility program	Business Services	7/1/2021	6/30/2022	School Facility Consultants	\$5,000.00	District

Board Approved: August 12, 2021

Warrant Reports: June 15, 2021- July 26, 2021

Approve warrants numbered 30-086855 through 30-087190
For the amount of \$2,184,521.99 as presented.

0101	General fund	\$1,550,684.66
1212	Child Development	\$4,126.60
1313	Nutrition Services	\$182,701.87
2128	Building Fd GO Bond S-2018D	\$98,813.42
2129	Building Fd GO Bond S-2012E	\$339,028.89
2525	Capital Facilities	\$7,135.00
4040	Special Reserve Fd for Capital Outlay	<u>\$2031.55</u>
TOTAL		\$2,184,521.99

**DONATIONS MADE TO
LA HABRA CITY SCHOOL DISTRICT
2020 - 2021**

Disney World Wide	Misc Donation <i>Sierra Vista</i>	<u>\$ 100.00</u>
La Habra Host Lions Foundation	Misc Donation <i>Walnut</i>	<u>\$ 300.00</u>
A-Z Bus Sales, Inc	Gift Cards <i>District</i>	<u>\$ 100.00</u> <i>value</i>
SchoolsFirst	Gift Cards <i>District</i>	<u>\$ 100.00</u> <i>value</i>
Luna Construction	Gift Cards <i>District</i>	<u>\$ 200.00</u> <i>value</i>
Williams Tree Service	Misc Donation <i>District</i>	<u>\$ 200.00</u> <i>value</i>
KYA Services LLC	Gift cards <i>District</i>	<u>\$ 450.00</u> <i>value</i>
Big 5 Sporting Goods	Gift Cards <i>District</i>	<u>\$ 50.00</u> <i>value</i>
TNG Real Estate Consultants	Gift Cards/Swag Bags <i>District</i>	<u>\$ 1,150.00</u> <i>value</i>
Unicorn Metals	Misc Donation <i>District</i>	<u>\$ 100.00</u>
Smoke and Fire	Gift Cards <i>District</i>	<u>\$ 225.00</u> <i>value</i>
Jones & Mayer	Misc Donation <i>District</i>	<u>\$ 500.00</u>
Shoparoo	Misc Donation <i>Arbolita</i>	<u>\$ 249.32</u>
McDonald's	Misc Donation <i>El Cerrito</i>	<u>\$ 523.40</u>
Visual and Performing Arts Academy	Misc Donation <i>Arbolita</i>	<u>\$ 3,306.00</u>
Southwest School & Office Supply	Gift Cards <i>District</i>	<u>\$ 100.00</u> <i>value</i>
Senor Campos	Gift Certificate <i>District</i>	<u>\$ 50.00</u> <i>value</i>
	Total	\$ 7,703.72



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

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

JOANNE CULVERHOUSE, *Ed.D., Superintendent*

REQUEST FOR RATIFICATION OF FIELD CONTRACTS

VENDOR	DESCRIPTION	LOCATION	AMOUNT
A-Tech Systems	Labor and materials to perform annual fire alarm inspection and testing	Various	\$11,950.00
Brea Electric	Labor and materials to cut, excavate and install conduit to KidZone buildings	Sierra Vista	\$11,371.50
Brea Electric	Labor and materials for electrician services	Various	\$10,400.00
Brea Electric	Labor and materials to relocate light switches and plugs, add and reroute data drops	District Office	\$2,585.00
Cal Building Systems Inc.	Labor and materials to perform annual elevator testing and full smoke cleaning	Las Positas, El Cerrito	\$1,575.00
California Facility Specialties	Labor and materials to furnish and install indoor wall pads in room 202 & 203	Las Positas	\$9,677.00
Century Paving	Labor and materials to remove and replace asphalt, and to resurface and overcoat front parking lot at District Office	Sierra Vista, District Office	\$35,800.00
Covoc Corporation	Labor and materials to furnish and install eleven window shades	Various	\$4,328.25
Covoc Corporation	Labor and materials to furnish and install sixteen window shades at KidZone	Sierra Vista	\$7,648.31
East Whittier Glass & Mirror	Labor and materials to replace tempered glass in twenty two existing frames in rooms 305-308 due to vandalism	El Cerrito	\$6,292.00
East Whittier Glass & Mirror	Labor and materials to replace tempered glass into fifty two existing steel frames due to vandalism	Arbolita	\$13,590.00
Golden Coast Construction	Labor and materials to construct, install and paint plywood cabinets	Ladera Palma	\$1,400.00
Interface Services Inc.	Labor and materials to remove existing carpet and sheet vinyl, prep floors and replace with laminate flooring in rooms 201-203, 303, 305	Las Positas	\$37,651.98
KYA Services	Labor and materials to remove existing carpet, prep and replace with vinyl tile in lounge, mailroom and room 407	Arbolita, Walnut, Las Lomas	\$22,280.79

Board Approved: August 12, 2021



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

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KYA Services	Labor and materials to remove existing carpet, prep and replace with new carpet in rooms 401, 411-413	Las Positas	\$58,995.06
KYA Services	Labor and materials to remove and replace carpet in rooms 201 & 202. Remove and replace sheet vinyl in rooms 203, 204, 305, 307 & 308 where cabinets were removed	El Cerrito	\$37,270.10
KYA Services	Labor and materials to remove existing vinyl composite tile, prep and replace with laminate flooring in administrative offices	Las Positas	\$13,730.79
Luna Construction	Labor and materials to core drill for conduit and cut slab near gate	District Office	\$775.00
Luna Construction	Labor and materials to install concrete walkway near trash bin	Las Positas	\$1,850.00
Luna Construction	Labor and materials to demo metal box, patch, stucco and paint. Install concrete curb near slope	El Cerrito, Sierra Vista	\$4,603.00
Luna Construction	Labor and materials to demo existing cabinets, prep for new shelving, patch and paint demo area in eight classrooms	El Cerrito	\$24,845.00
Luna Construction	Labor and materials for hallway canopy repairs and electrical work	Las Lomas	\$8,482.00
Luna Construction	Labor and materials to reroute plumbing, install vent and water shut off at Family Resource Center	Las Lomas	\$1,950.00
MJ Wiretech	Labor and materials to remove existing IDF, install new enclosure, test and run new cable for office and five classrooms	Ladera Palma	\$10,400.00
MJ Wiretech	Labor and materials to provide and install a new cabinet, install conduit, run and test new cable for future warehouse camera	District Office	\$3,900.00
MJ Wiretech	Labor and materials to relocate existing IDF, run and test new cable in office	El Cerrito	\$2,400.00
MJ Wiretech	Labor and materials to remove existing IDF, install new enclosure, test and run new cable for office	Las Positas	\$4,800.00

Board Approved: August 12, 2021



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

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JOANNE CULVERHOUSE, *Ed.D., Superintendent*

MJ Wiretech	Labor and materials to disconnect and remove all network cables back to the IDF	Las Positas	\$950.00
MJ Wiretech	Labor and materials to run new cable for kitchen	Arbolita	\$325.00
MJ Wiretech	Labor and materials to run cable and fiber optic cable	Sierra Vista	\$13,700.00
MJ Wiretech	Labor and materials to remove cables from conduit and run cable	Washington	\$3,600.00
MJ Wiretech	Labor and materials to run cable and install two outdoor cameras at Maintenance and Technology buildings	District Office	\$550.00
Rivera Painting Plus	Labor and materials to remove ceiling tiles, replace with drywall, prep, prime, paint cabinets and doors in lounge	Arbolita	\$10,500.00
Rivera Painting Plus	Labor and materials to prep and paint interior walls and ceilings at Family Resource Center	Las Lomas	\$3,950.00
Rivera Painting Plus	Labor and materials to prep, prime, paint and seal fourteen tables	Walnut	\$3,650.00
Rivera Painting Plus	Labor and materials to reframe door opening and install exterior door, stucco, build pony wall and paint nurses office	El Cerrito	\$7,650.00
Rivera Painting Plus	Labor and materials to frame out drywall, paint and install sound dampening insulation in Superintendent's office	District Office	\$9,050.00
Rivera Painting Plus	Labor and materials to prep, prime and paint room 302	Ladera Palma	\$1,958.00
Shade Structures Inc.	Labor and materials to provide and install fourteen shade structures	Various	\$514,772.92
SKC Company	Labor and materials to fabricate, deliver and install a ramp extension for portable restroom	Sierra Vista	\$10,325.00
So Cool Air Conditioning	Labor and materials to remove and replace A/C unit with crane	Las Lomas	\$12,840.00
The Cabinet Pro's	Labor and materials to fabricate and install sink base, laminate top and cabinet doors for all cabinets in portables	Ladera Palma	\$1,800.00

Board Approved: August 12, 2021



La Habra City School District

500 North Walnut, La Habra, California 90631-3769

Board of Education

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JOANNE CULVERHOUSE, Ed.D., *Superintendent*

Weatherproofing Technologies Inc.	Labor and materials to repair roof including sourcing leaks in portable 406	Las Lomas	\$1,940.00
West Coast Graffiti Guard	Labor and materials to replace graffiti guard window film	El Cerrito	\$1,776.93
Williams Tree Service	Labor and materials to remove two large trees and stumps	Las Lomas, Las Positas	\$2,600.00
Williams Tree Service	Labor, materials and dump fees to top and trim three trees	Arbolita	\$3,800.00
Williams Tree Service	Labor and materials to trim seventeen trees	Sierra Vista	\$6,400.00
Williams Tree Service	Labor and materials to trim trees and clean up hillside	Las Positas, Walnut	\$11,500.00
Williams Tree Service	Labor and materials to trim eight pine trees near Amphitheater	Las Positas	\$13,400.00
Wolverine Fence	Labor and materials to install a district supplied gate and chain link fencing. Furnish and install ornamental fencing with double gate	Las Lomas	\$24,500.00
Wolverine Fence	Labor and materials to install chain link fence with gate and shade screen inside warehouse	District Office	\$5,640.00
Wolverine Fence	Labor and materials to remove existing fence and replace with new chain link fencing	Las Lomas	\$18,080.00

Board Approved: August 12, 2021

La Habra City School District

To: Board of Trustees
From: Danelle Bautista, Director of Classified Personnel/Insurance Supervisor
Date: August 12, 2021
CC: Superintendent
Re: Separations

NAME/JOB TITLE/ SCHOOL	HIRE DATE	REASON	EFFECTIVE DATE
<u>CLASSIFIED</u>			
Carvalho, Maria Educational Asst Washington	3/2/1995	Retirement	6/3/2021
Flores, Fabiola I A I-Sp Ed Las Lomas	8/12/2019	Resignation	7/1/2021
Mc Cammon, Jennifer Health Tech El Cerrito	2/6/2001	Retirement	6/3/2021
Moreno, Evarista I A I-Sp Ed Imperial	3/22/2013	Resignation	6/3/2021
Perez, Angela Inclusion Asst El Cerrito	9/12/2014	Resignation	6/3/2021
Rodriguez, Thelma SLPA Special Education	10/09/2018	Resignation	7/5/2021
Valdivia, Rosa Cafeteria Worker Nutrition Services	12/7/1998	Retirement	6/3/2021
Van Smaalen, Amanda SLPA Special Education	09/12/2016	Resignation	6/3/2021

Board Approved: August 12, 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: August 12, 2021

CC: Superintendent

Re: Ratification of New Employees Hired Subsequent to August 15, 2021

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

**Baez-Llamas, Brenda Personnel Technician I District Office	Probationary	51-1	\$4,180/month	7/6/2021
**Carlos-Valladolid, Anna School Office Manager El Cerrito	Probationary	28-4	\$4,458/month	7/28/2021
**Delgado-Gutierrez, Janet Clerk Typist (12) District Office	Permanent	21-3	\$3,570/month	7/6/2021
Lasater Verdugo, Priscilla Extended Care Worker KidZone	Probationary	4-1	\$14.00/hour	5/17/2021
**Promoted from another position				

CERTIFICATED

Alvarado, Elisabeth Speech and Lang Specialist District Office	Temporary	II-1	\$62,296/year	8/10/2021
Barone, Michael PE Teacher District Office	Probationary	III-7	\$79,388/year	8/10/2021
*Bishop, Kirsten 5 th grade Teacher Arbolita	Probationary	I-2	\$55,582/year	8/10/2021
*Druckenmiller, Alexandria 6 th grade Teacher Las Lomas	Probationary	I-2	\$55,582/year	8/10/2021

La Habra City School District

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

Fleming, Linda Speech and Lang Specialist District Office	Probationary	III-7	\$82,564/year	8/10/2021
Flores, Sandra 67% Spanish Teacher Imperial	Probationary	II-2	\$41,334/year (pro-rated)	8/10/2021
*Gallo, Rachel 7 th /8 th grade Teacher Imperial	Probationary	III-2	\$68,479/year	8/10/2021
*Huaman, Andrea 1 st grade Teacher Las Lomas	Probationary	II-2	\$61,693/year	8/10/2021
Kruip, Dominique Speech and Lang Specialist District Office	Probationary	III-1	\$69,147/year	8/10/2021
Sanchez, Evelyn-Doris Education Specialist Mild/Moderate El Cerrito	Probationary	II-4	\$65,451/year + \$1,608 stipend	8/10/2021
Topete-Lopez, Omar 3 rd grade Dual Imm Teacher Ladera Palma	Probationary	I-1	\$54,771/year + \$1,608 stipend	8/10/2021
Viles, Brianna 5 th grade Teacher Arbolita	Probationary	I-1	\$54,771/year	8/10/2021
*Yi, Monica 6 th grade Teacher Las Lomas	Probationary	II-2	\$61,693/year	8/10/2021

ADMINISTRATION

Chang, Suena Principal Las Positas	Administration	4-6 + 2% Doctorate	\$144,357/year	7/29/2021
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Board Approved: August 12, 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: August 12, 2021

CC: Superintendent

Re: Change of Status

NAME/JOB TITLE/ LOCATION	CHANGE	FROM	TO
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CLASSIFIED

Gil-Ainsworth, Dina Language Assessment Asst District Office	Hours	5.25/day	8.0/day
Harper, Stephanie Physical Ed Asst District Office	Hours	3.5/day	5.75/day
Herrera, Roberto Language Assessment Asst District Office	Hours	5.25/day	8.0/day
Luna, Jr., Samuel Physical Ed Asst District Office	Hours	3.5/day	5.75/day
Mendez III, William Physical Ed Asst District Office	Hours	3.5/day	5.75/day

CERTIFICATED

*Frias, Jamine 4 th grade Teacher Arbolita	Location	Sierra Vista	Arbolita
Golla, Kerri 5 th grade Teacher El Cerrito	Location	Imperial	El Cerrito

La Habra City School District

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

Green, Michele 3 rd grade Teacher Las Lomas	Location	Sierra Vista	Las Lomas
**Ko, Jane 3 rd grade Teacher Walnut	Location	Las Lomas	Walnut
Mayfield, Kathryn Kindergarten Teacher Arbolita	Position	TOSA	Kinder Teacher
**Paynter, Stephanie 1 st /2 nd grade Teacher Walnut	Location	Las Lomas	Walnut
Roode-Viles, Dawn TOSA- MTSS Arbolita	Position/Location	Teacher/ Sierra Vista	TOSA/ Arbolita
Wood, Sara 3 rd grade Teacher Las Lomas	Location	Arbolita	Las Lomas

*Involuntary transfer due to enrollment needs

**Was involuntary transferred for the 20-21 school year only. Will return to home school for 21-22 school year.

Board Approved: August 12, 2021

La Habra City School District

To: Board of Trustees
From: Cammie Nguyen, Assistant Superintendent, Special Education and Student Services
Date: August 12, 2021
CC: Superintendent
Re: Approval of School Resource Officer (SRO)

Background:

The safety and security of our students and staff are of the utmost importance. The La Habra Police Department (LHPD), in partnership with the La Habra City School District (District), has assigned a school resource officer (SRO) for the past 15 years to support this need.

Rationale:

An SRO has a diverse and important role in the school community. The SRO works in collaboration with the school community as a resource for safety and security needs that arise during the school day. Although their primary role is to support the physical safety of the school campus, the SRO also has an important role in providing a positive school climate. The SRO assists with campus mediation between parents, staff, and students. The SRO is also a part of the school team and assists with wellness home visits, is part of the threat and risk assessments teams as well as the School Attendance Review Board (SARB). In the last few years, the SRO has been invited into classrooms to participate in “Read Across America” and is a positive presence on campus.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement between the City of La Habra and the La Habra City School District to participate in the School Resource Officer Program for the 2021-2022 school year.

Financial Implications, if any:

The cost of the one (1) School Resource Officer, including all expenses such as mileage, parking, transportation, and materials for the services will not exceed One Hundred Fifty-Six Thousand, Two Hundred Forty-One Dollars (\$156,241.00).

**AGREEMENT BETWEEN THE CITY OF LA HABRA
AND THE LA HABRA CITY SCHOOL DISTRICT
TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM
FOR THE 2021/22 SCHOOL YEAR**

This Agreement (AGREEMENT") is made and entered into this 23rd day of June, 2021 by and between the City of La Habra, a municipal corporation ("CITY"), located at E. La Habra Boulevard, La Habra, California 90631, and the La Habra City School District ("DISTRICT"), located at 500 N. Walnut St, La Habra, CA 90631.

MISSION STATEMENT

It is the stated goal of this AGREEMENT to have a working partnership between the CITY and the DISTRICT so as to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

RECITALS

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.
- B. DISTRICT is a political subdivision of the State of California located in Orange County, California and is organized and exists pursuant to the laws of the State of California,
- C. DISTRICT is in need of special services and advice available through the School Resource Officer Program, as more fully described herein below in Section 2 and, hereinafter referred to as "SERVICES,"
- D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of California.
- E. CITY employs sworn peace officers specially trained, experienced and competent to provide the SERVICES required and the CITY is willing to provide SERVICES to DISTRICT on the terms and in the manner provided in this AGREEMENT,
- F. CITY and DISTRICT are joining together in a collaborate effort to provide limited SERVICES on a limited basis,

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM

The term of this AGREEMENT shall commence in accordance with the Student Calendar for 2021/22 (Exhibit A) beginning on August 16, 2021 and continue for a period of one (1) Student Calendar year, ending on June 16, 2022, unless previously terminated as specified in Section 5. At the end of the term period, DISTRICT and CITY may

mutually agree, in writing, to renew the contract for up to three (3) term periods of one (1) Student Calendar year each.

2. CITY SERVICES

- a, The CITY will provide one (1) full-time School Resource Officer (SRO) to provide SERVICES under this AGREEMENT at District School sites within the City of La Habra, in accordance with the Student Calendar for 2021/22 (Exhibit A). The officer works a 9/80 work schedule. The 9/80 work week occurs over a 2-week period as follows: employees work seven 9-hour days in a 2-week period, one 8-hour day and then receive one "free" day off every other week. A "9/80 schedule" means that on 4 days per week the SRO works 9 hours, and on the 5th day the SRO will either work 8 hours or have a day off. Should the DISTRICT need an SRO on a day he/she is not present for school related business or an incident, the DISTRICT shall notify the police dispatch center (562-383-4300). Requests for additional services will be charged in accordance with section 4 (c) in this AGREEMENT. In the absence of the assigned DISTRICT SRO, either one of the high school SROs, or a Patrol Officer, will respond in a timely manner to render appropriate service,
- b. The School Resource Officer is involved in a variety of activities, such as working with administration to resolve campus incidents, providing supervision at afternoon activities, visiting classrooms to discuss juvenile and law enforcement issues, and ensuring that unauthorized personnel are kept off school grounds.
- c. The CITY will perform said SERVICES as an Independent contractor and not as an employee of the DISTRICT. The CITY shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means, or manner, by which such results are to be accomplished. The services performed by the Officer pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel.

3. DISTRICT DUTIES

- a. **Information/Work Space.** DISTRICT will prepare and furnish to the CITY upon request such information as is reasonably necessary to the performance by the CITY hereunder. DISTRICT will provide availability to a work space when applicable, and CITY will provide all law enforcement related materials
- b. **Staff Liaison.** DISTRICT will designate a staff member to serve as liaison to the La Habra Police Department to facilitate communication between DISTRICT personnel and the SRO and coordinate the SRO's activities with DISTRICT activities and events.
- c. **District Personnel - Cooperation.** DISTRICT personnel shall cooperate with the Officer to facilitate his/her performance of Services pursuant to this AGREEMENT

4. FUNDING

- a. **Personnel.** CITY is required to maintain one (1) full time School Resource Officer to provide the Services required by this AGREEMENT. CITY will provide a substitute sworn officer on school days when the assigned officer is unavailable due to pre-scheduled leave, CITY-required training, etc.
- b. **Funding of Personnel.** The cost of the one (1) School Resource Officer, including all expenses such as mileage, parking, transportation, lodging, meals, and materials for the services will not exceed One Hundred Fifty-Six Thousand Two Hundred Forty-One Dollars (\$156,241). Payment shall be made after submission of an invoice and shall be due within thirty days.
- c. **Funding-Supplemental Services.** Additional Services may be secured by the DISTRICT. The DISTRICT may request the services of a School Resource Officer during evening events such as PTA meetings, Back-to-School night(s), Open House(s), sporting event(s), dance(s), prom(s) or other school-sponsored events. DISTRICT agrees to provide additional compensation to CITY at a rate equal to one and one-half (1 1/2) times the base hourly salary of the officer(s), for actual hours worked after the conclusion of the normal work day (5:00 p.m.).

5. TERMINATION

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a thirty (30) day written notice to the other party. CITY shall continue to provide Services after notice to terminate and during the thirty (30) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

6. INDEMNIFICATION

- a. **District Obligations.** DISTRICT agrees to defend, indemnify and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the District's negligent performance of this AGREEMENT. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.
- b. **City's Obligations.** CITY agrees to defend, indemnify and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with City's negligent performance of this AGREEMENT. CITY assumes worker's compensation liability

for injury or death of its elected and appointed officials, officers, and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT

7. AMENDMENTS

Only writing executed by the parties hereto or their respective successors and assigns may amend this AGREEMENT.

8. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the written consent of the parties hereto.

9. NOTICE/REPRESENTATIVES

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of this AGREEMENT

CITY	Chief of Police La Habra Police Department 150 N. Euclid La Habra, CA 90631
DISTRICT	Superintendent of Schools La Habra City School District 500 N, Walnut La Habra, CA 90631

10. NO THIRD PARTY BENEFICIARY

This AGREEMENT, Including, but not limited to, the indemnification provisions, is for the benefit of the Parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

11. MISCELLANEOUS

- a, CITY shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances including workers' compensation while performing pursuant to this AGREEMENT.
- b. This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter herein. No promise or representation not set forth herein shall be binding or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

CITY OF LA HABRA

A Municipal Corporation

By: _____

Date: _____

Jim Sadro, City Manager

LA HABRA CITY SCHOOL DISTRICT

By: _____

Date: _____

Joanne Culverhouse, Superintendent

La Habra City School District

To: Board of Trustees
From: Christeen Betz, Assistant Superintendent, Business Services
Date: August 12, 2021
CC: Superintendent

Re: Establish Student Activity Special Revenue Fund 08

Background:

Per GASB Statement 84, effective 2019-20, the District has determined that the ASB Activities within its public schools do not meet the fiduciary criteria of GASB 84, paragraph 11(c2).

School districts are authorized by Education Code 48930, 48933(b), & 48938 to establish a restricted governmental fund known as the Student Activity Special Revenue Fund 08.

The District will use the new established Fund 08 to account for ASB activities throughout the District.

Rationale:

Approve the resolution to establish the Student Activity Special Revenue Fund 08 with the Orange County Auditor and Treasurer.

Recommended Action:

Approve the establishment of Student Activity Special Revenue Fund 08 for compliance with GASB 84, paragraph 11(c2).

Financial Implication, if any:

N/A

**LA HABRA CITY SCHOOL DISTRICT
RESOLUTION NO. 04-2021**

**A RESOLUTION OF THE GOVERNING BOARD AUTHORIZING
THE ESTABLISHMENT OF FUND 080 –
STUDENT ACTIVITY SPECIAL REVENUE FUND**

BE IT RESOLVED by the Board of Trustees of the La Habra City School District and hereby ordered that:

WHEREAS, the Board of Trustees has authorized/approved, per Education Code 48930 students at the La Habra City School District to organize a student body association within its public schools; and

WHEREAS, per Education Code 48933(b) & 48938 the District recognizes their administrative involvement in the Associated Student Body (ASB) Activities; and

WHEREAS, per GASB Statement 84, effective 2019-20, the District has determined that the ASB Activities within its public schools do not meet the fiduciary criteria (per GASB 84, paragraph 11(c2)); and

WHEREAS, school districts are authorized by Education Code 48930, 48933(b), & 48938 to organize ASB's and by GASB 84, to establish a restricted governmental fund known as the Student Activity Special Revenue Fund 08;

BE IT RESOLVED that the Governing Board of Trustees hereby authorize the Orange County Auditor and Treasurer to establish a restricted fund to be known as the Student Activity Special Revenue Fund (080).

THIS RESOLUTION is effective on the date of adoption until revoked or superseded.

APPROVED, PASSED AND ADOPTED by the Governing Board of the La Habra City School District this 12th day of August 2021, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

Clerk/Secretary of the Governing Board

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: August 12, 2021
CC: Superintendent
Re: Authorization to Participate in Piggyback Bid for Bread & Tortilla Products

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The Colton Joint Unified School District has extended RFP #CJNA-2021-22-Bread to Gold Star Foods for the 2021-22 school year. The original term of the contract is July 1, 2021 through June 30, 2022. In accordance with Public Contract Code, the contract may be extended for an additional two (2) one-year periods. This provides the District the opportunity to exercise the piggyback option of RFP #CJNA-2021-22-Bread.

Rationale:

Nutrition Services has utilized this piggyback option in the past and recommends Gold Star Foods to distribute bread to our school kitchens. In a separate letter, Gold Star Foods extends the piggyback option for the current school year and extends pricing effective July 1, 2021 through June 30, 2022 in accordance with the same terms and conditions. Utilizing this option provides competitive pricing for the District.

Recommended Action:

It is recommended the Board of Trustees approve the piggyback option of the RFP #CJNA-2021-22-Bread awarded to Gold Star Foods for the 2021-22 school year. This RFP is sponsored by the Colton Joint Unified School District.

Financial Implications, if any:

It is estimated that the 2021-22 annual purchase of Bread will be \$30,000. Funds are available in the Cafeteria Fund account.

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: August 12, 2021
CC: Superintendent
Re: Authorization to Participate in Piggyback Bid for Dairy Products

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The Palm Springs Unified School District/Beaumont Unified School District has extended Bid No. NS-20-02 Dairy Products to Driftwood Dairy for the 2021-22 school year. The original term of the contract is July 1, 2019 through June 30, 2020. In accordance with Public Contract Code, the contract may be extended for an additional two (2) one-year periods. This provides the District the opportunity to exercise the piggyback option of Bid No. NS-20-02 Dairy Products.

Rationale:

The National School Lunch, School Breakfast and After School Snack Program requires the offering of fluid milk with each meal to students when participating in the above programs. Nutrition Services has utilized this piggyback option in the past and recommends Driftwood Dairy distribute dairy products to our school kitchens.

Recommended Action:

It is recommended the Board of Trustees approve participation in Palm Springs Unified School District/Beaumont Unified School District Bid No. NS-20-02 Dairy Items for the 2021-22 school year. Effective dates are July 1, 2021 through June 30, 2022.

Financial Implications, if any:

It is estimated that the 2021-22 annual purchase of Dairy Products will be \$220,000. Funds are available in the Cafeteria Fund account.

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: August 12, 2021
CC: Superintendent
Re: Authorization to Participate in Piggyback Bid for Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The Westminster School District has extended RFP# 19/20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products to Gold Star Foods for the 2021-22 school year. The original term of the contract is July 1, 2020 through June 30, 2021. In accordance with Public Contract Code, the contract may be extended for an additional two (2) one-year periods. This provides the District the opportunity to exercise the piggyback option of RFP# 19/20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products.

Rationale:

Nutrition Services has utilized this piggyback option in the past and recommends Gold Star Foods distribute processed USDA commodity, commercial equivalents and commercial food products to our school kitchens. In a separate letter, Gold Star Foods extends the piggyback option and extends pricing in accordance with the same terms and conditions. Utilizing this option provides competitive pricing for the District.

Recommended Action:

It is recommended that the Board of Trustees approve the piggyback option of the RFP# 19/20-04 Distribution of Processed USDA Commodity, Commercial Equivalents, and Commercial Food Products awarded to Gold Star Foods for the 2021-22 school year. Effective dates are July 1, 2021 through June 30, 2022.

Financial Implications, if any:

It is estimated that the 2021-22 annual distribution of processed USDA commodity, commercial equivalents, and commercial food products will be \$900,000. Funds are available in the Cafeteria Fund account.

La Habra City School District

To: Board of Trustees
From: Cheryl Eubanks, Director of Nutrition Services
Date: August 12, 2021
CC: Superintendent
Re: Authorization to Participate in Piggyback Bid for Produce

Background:

Public Contract Code Section 20118 authorizes school districts to utilize competitively bid contracts from other public agencies if certain criteria have been met by the awarding agency. The Colton Joint Unified School District has extended RFP #CJNS-2021-22 Produce to Gold Star Foods for the 2021-22 school year. The original term of the contract is July 1, 2021 through June 30, 2022. In accordance with Public Contract Code the contract may be extended for an additional two (2) one-year periods. This provides the District the opportunity to exercise the piggyback option of RFPs #CJNS-2021-22 Produce.

Rationale:

Nutrition Services has utilized this piggyback option in the past and recommends Gold Star Foods distribute produce to our school kitchens. In a separate letter, Gold Star Foods extends the piggyback option for the current school year and extends pricing effective July 1, 2021 through June 30, 2022 in accordance with the same terms and conditions. Utilizing this option provides competitive pricing for the District.

Recommended Action:

It is recommended that the Board of Trustees approve the piggyback option of the RFP #CJNS-2021-22 Produce, awarded to Gold Star Foods for the 2021-22 school year. The RFP is sponsored by the Colton Joint Unified School District.

Financial Implications, if any:

It is estimated that the 2021-22 annual purchase of Produce will be \$90,000. Funds are available in the Cafeteria Fund account.

California School Employees Association
and its
La Habra Chapter 135
2020-2021 Contract Reopener Proposal
To the
La Habra City School District
April 6, 2021

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

Article 7 – Hours

- CSEA has an interest in establishing a compensatory time option for employees accepting overtime and extra time assignments (7.2 and 7.3).

Article 8 – Salary Schedule and Employee Benefits

- CSEA has an interest in improving the salary schedule (8.1).
- CSEA has an interest in improving health insurance options and reducing employee contributions by raising the District cap (8.3.7).

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

California School Employees Association
and its
La Habra Chapter 135
2021-2022 Contract Reopener Proposal
To the
La Habra City School District
April 6, 2021

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

Article 8 – Salary Schedule and Employee Benefits

- CSEA has an interest in improving the salary schedule (8.1).
- CSEA has an interest in improving health insurance options and reducing employee contributions by raising the District cap (8.3.7).

New Article – Instructional Aides

- CSEA has an interest in establishing a new article dedicated to working conditions for instructional aides, including but not limited to: scheduling, transfers, training, coverage, and out of class assignments.

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

La Habra City School District
Initial Proposal and Adoption for Reopener Negotiations with
California School Employees Association and its
La Habra Chapter 135
August 12, 2021

The La Habra City School District and the California School Employees Association (CSEA and its Chapter 135) are parties to a Collective Bargaining Agreement for the term from July 1, 2019 through June 30, 2022. Article 14 in the Agreement provides for reopener negotiations for fiscal years 2020 – 2021 and 2021 – 2022. In accordance with Article 14 and the Educational Employment Act, the following Articles are presented for public review and adoption by the District at the Board meeting of August 12, 2021.

For fiscal year 2020 – 2021, the District’s reopener proposal pertains to an interest in Article 6 regarding a modification in sick leave pay from substitute differential to 50 percent difference pay. The District’s interest is to implement this change during the upcoming school year.

For fiscal year 2021 – 2022, Article 8, Salary Schedule and Employee Benefits, is an agreed upon reopener. The additional interest proposed by the District pertains to negotiating the effects of automating the District’s payroll system for classified unit members.

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

La Habra City School District

To: Board of Trustees
From: Gina Cosylion, Executive Assistant to Superintendent
Date: August 12, 2021
CC: Superintendent
Re: Approval of Board Policy

Background:

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

Rationale:

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

Board Policy 6158

Independent Study Policy updated to reflect NEW LAW (AB 130, 2021) which requires all districts, for the 2021-22 school year, to offer independent study to meet the educational needs of students unless a waiver is obtained and to adopt policy with specified components in order to generate apportionment for independent study. Policy updates the minimum period of time permitted for independent study to be three consecutive school days, requires an evaluation to determine if the student should continue in independent study if the student fails to make satisfactory educational progress, and requires that content be aligned to grade level standards including the requirement for high schools to offer access to all courses offered by the district for graduation and approved as creditable for A-G admission criteria. Policy also updated to include the requirement for live interaction and/or synchronous instruction based on grade level, tiered reengagement strategies for students not generating attendance for a specified period of time, expeditious transition for students whose families wish to return to in-person instruction, notice to parents/guardians of specified information, the provision of a student-parent-educator conference, upon request, prior to enrollment and/or disenrollment, and the keeping of additional records including documentation of each student's participation in live interaction and synchronous instruction on each school day, as applicable. Policy updated to include material formerly in the AR regarding requirements for independent study and written agreements as well as new requirements regarding the same, including that written agreements must include a detailed statement of academic and other supports that will be provided to address the needs of particular students, that the agreement may be signed electronically as specified, and that, for the 2021-22 school year, the written agreement must be signed no later than 30 days after the first day of instruction. Policy updated to include material formerly in the AR regarding course-based independent study and to generally align the requirements of course-based independent study with the requirements for general independent study.

Recommended Action:

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

Financial Implications, if any:

None

La Habra City ESD

Board Policy

Independent Study

BP 6158

The Governing Board authorizes independent study as an optional alternative instructional strategy ~~by which students may reach curriculum objectives and fulfill graduation requirements~~ *for students whose needs may be best met through study outside of the regular classroom setting.* Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. ~~Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)~~

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative

regulation. (Education Code 51747.5)

~~Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.~~

The minimum period of time for any independent study option shall be ~~five~~ *three* consecutive school days.

~~Written Agreements~~

~~The Superintendent or designee shall ensure that a written master agreement and, as appropriate, a learning agreement for students participating in course based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)~~

~~The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.~~

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.~~

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer

and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

- 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060*
- 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments*
- 3. Learning required concepts, as determined by the supervising teacher*
- 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher*
The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction*
- 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction*

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

For the 2021–22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

- 1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress*
- 2. The objectives and methods of study for the student's work and the methods used to evaluate that work*
- 3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work*

4. *A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study*
5. *The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year*
6. *A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion*
7. *A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.*
8. *A statement that independent study is an optional educational alternative in which no student may be required to participate*
9. *In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction*
10. *Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.*

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code

51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. *A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6*
2. *Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.*
3. *Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction.*
4. *Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.*
5. *For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.*

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. *Examinations shall be administered by a proctor.*
7. *Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.*
8. *A student shall not be required to enroll in courses included in the course-based independent study program.*
9. *The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.*
10. *For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.*

11. *A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.*
12. *A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.*
13. *A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.*
14. *A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.*
15. *The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.*

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. *A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5*
2. *The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above*
3. *The duration of the learning agreement, which shall not exceed a school year or span multiple school years*
4. *The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program*
5. *The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational*

program and complete assigned work

6. *A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.*
7. *A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.*
8. *The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.*
9. *The objectives and methods of study for the student's work, and the methods used to evaluate that work.*
10. *A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.*
11. *A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.*
12. *Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.*

However, for the 2021–22 school year only, the district shall obtain a signed written agreement for

independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

- 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study*
- 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8*
- 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher*
- 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons*

5. *Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)*
6. *Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)*

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy LA HABRA CITY SCHOOL DISTRICT

revised: December 13, 2018

1st reading: August 12, 2021

La Habra City School District

To: Board of Trustees
From: Gina Cosylion, Executive Assistant to Superintendent
Date: August 12, 2021
CC: Superintendent
Re: Adopt Resolution #5-2021 Designating the Observance of Lincoln's Birthday on February 14, 2022

Background:

The La Habra City School District 2021-2022 school calendar designates Lincoln's Birthday in February. It is necessary for the Board to designate by resolution Lincoln's Birthday be observed on February 14, 2022.

Rationale:

Per Education Code 37220(a) the holiday known as "Lincoln Day" is normally observed on the Monday or Friday of the week in which February 12 occurs. February 12 falls on a Saturday therefore the Education Code 37220(e) allows for Governing Boards by Resolution to revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision.

Recommended Action:

It is recommended that the Board of Trustees adopt Resolution #5-2021 designating the observance of Lincoln's Birthday on February 14, 2022.

Financial Implications, if any:

None

**LA HABRA CITY SCHOOL DISTRICT
RESOLUTION NO. 5-2021**

RESOLUTION OF THE BOARD OF EDUCATION OF THE LA HABRA CITY SCHOOL
DISTRICT OF ORANGE COUNTY, CALIFORNIA AUTHORIZING MOVING THE HOLIDAY
OBSERVANCE OF LINCOLN'S BIRTHDAY FROM FEBRUARY 7, 2022, TO
FEBRUARY 14, 2022

BE IT RESOLVED that the La Habra City School District Board of Education authorizes moving the holiday observance of Lincoln's Birthday from February 7, 2022 to February 14, 2022.

PASSED AND ADOPTED by the Board of Education of the La Habra City School District, Orange County on August 12, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Dated this 12th Day of August 12, 2021.

Board President
Adam Rogers

La Habra City School District

To: Board of Trustees
From: Gina Cosylion, Executive Assistant to Superintendent
Date: August 12, 2021
CC: Superintendent
Re: Approve Changing the November Board of Trustees Meeting to November 10, 2021

Background:

The La Habra City School District 2021-2022 Board of Trustees meetings are held on the second Thursday of every month. The November meeting is scheduled to be held on November 11, 2021 which is a Federal Holiday, Veteran's Day.

Rationale:

The La Habra City School District will be closed on Veteran's Day, November 11, 2021. Due to the Federal Holiday and school closure, it is necessary to revise the date of the November Board of Trustee meeting to Wednesday, November 10, 2021.

Recommended Action:

It is recommended that the Board of Trustees approve changing the date of the November meeting to November 10, 2021.

Financial Implications, if any:

None

La Habra City School District

To: Board of Trustees
From: Mario A. Carlos, Ed.D., Associate Superintendent/Human Resources
Date: August 12, 2021
CC: Superintendent
Re: Increase in Substitute Teacher Rate of Pay

Background:

The District has not increased substitute teacher pay rates since the 2015-2016 school year. The rates at that time were increased to \$125 for the daily rate and \$145 for the long-term rate.

Rationale:

In order for the District to maintain highly qualified substitute teachers in the classroom, it is necessary to increase rates to be more competitive with our surrounding districts.

Recommended Action:

Trustees are requested to approve an increase in the daily substitute teacher rate of pay effective for the 2021-2022 school year to employ highly qualified substitute teachers.

Financial Implications, if any:	\$140.00/daily rate
	\$ 70.00/half-day rate
	\$155.00/long-term rate