

Lowell Joint School District
11019 Valley Home Avenue, Whittier, CA 90603

REGULAR MEETING OF THE BOARD OF TRUSTEES
June 8, 2020 – 7:30 p.m.

AGENDA

I. Call to Order

6:30 p.m.

In compliance with Government Code 54953, the Board will use zoom teleconference for closed session Zoom meeting ID: 784 890-8101-9313. Open session Zoom meeting ID: 890-8101-9313. To get the passwords to join the meetings please email: helpdesk@ljsd.org.

A. Comments from the Public

INFORMATION

1. Board Agenda Items: Any member of the audience may speak to any agenda item by submitting a “Presentation Card” (supply located on the table near double exit doors). Please hand the completed card to the secretary. When the item is considered by the Board, individuals submitting presentation cards will be called upon prior to Board action. Speakers must limit their comments to three (3) minutes. The Board shall limit the total time for public input on each item to 30 minutes. With Board Consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.
2. Topics Not on Agenda: Anyone in attendance may address any issue by following the same identification process as shown in I-A-1 above. Since the Board cannot take action on items which are not on the agenda, such items will be referred to the Superintendent for handling. Individuals interested in speaking to items which are not on the agenda will be called upon under Item III.

B. Closed Session

6:30 p.m.

1. Advice from Legal Counsel – Existing and Anticipated Litigation (Disclosure of Case Name Would Jeopardize Potential Settlement Negotiations): 2 Cases
2. Public Employee Negotiations – Classified School Employees Association; Agency Negotiator: Mr. Coombs
3. Pupil Personnel Matters/Advice from Legal Counsel – Existing and Anticipated Litigation (Disclosure of Case Name Would Jeopardize Potential Settlement Negotiations)/Real Property/Liability

Claims/Negotiations/ Public Employee Appointments – Discipline
–Dismissal – Release (Government Code Section 54957)/
Employer/Employee Relations

C. Regular Session

Approximately
7:30 p.m.

In compliance with Government Code 54953, the Board will use zoom teleconference for closed session. Open session Zoom meeting ID: Meeting ID: 890-8101-9313. To get the password to join the meeting please email: helpdesk@ljsd.org.

II. Preliminary Procedural – Board President

A. Salute to the Flag

B. Reporting Out Action (if any) Taken in Closed Session

C. Introductions and Welcome of Guests

D. Comments from the Public

1. Board Agenda Items: Any member of the audience may speak to any agenda item by submitting a “Presentation Card” (supply located on the table near double exit doors). Please hand the completed card to the secretary. When the item is considered by the Board, individuals submitting presentation cards will be called upon prior to Board action. Speakers must limit their comments to three (3) minutes. The Board shall limit the total time for public input on each item to 30 minutes. With Board Consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard.
2. Topics Not on Agenda: Anyone in attendance may address any issue by following the same identification process as shown in II-D-1 above. Since the Board cannot take action on items which are not on the agenda, such items will be referred to the Superintendent for handling. Individuals interested in speaking to items which are not on the agenda will be called upon under item III.

INFORMATION

E. Acknowledgement of Correspondence to the Board

INFORMATION

F. Approval of Agenda

ACTION

G. Approval of Minutes from the May 4, 2020, Regular Board Meetings

ACTION

- III. Topics Not on the Agenda
- IV. Reports INFORMATION
 - A. Timely Information from Board and Superintendent – Board President
- V. General – Jim Coombs
 - A. Adoption of Personnel – Lactation Accommodation BP 4033 INFORMATION/
FIRST READING
 - B. Adoption of Special Education Revised Administrative Regulations and Board Policies AR 5144.2, AR & BP 6159, AR & BP 6159.2, AR & BP 6159.3, AR 6159.4, AR & BP 6164.4, AR & BP 6164.5, AR & BP 6164.6 ACTION/
SECOND READING
- VI. Business Services -- Andrea Reynolds
No Items Except on Consent Calendar
- VII. Human Resources – Jim Coombs
 - A. Approval of Subsequent Variable Term Waiver for Patricia Jacobsen Assigned to Principal at Macy Elementary School for the 2020-2021 School Year ACTION
- VIII. Curriculum/Instruction – Sheri McDonald
No Items Except on Consent Calendar
- IX. Facilities/Operations – David Bennett
 - A. Amended Resolution 2019-20 No. 778 to Correct the Scope of Work on the Lease-Leaseback Agreement with Erickson Hall Construction Company by Removing Fire Alarm Scope at Olita Elementary School ACTION/
(RESOLUTION)
 - B. Agreement with American Integrated Resources, Inc. for Abatement and Demolition on the El Portal Elementary Roofing Project, Bid #1920-03 ACTION/
(RATIFICATION)
 - C. Agreement with Core Contracting, Inc. for Structural and Rough Carpentry on the El Portal Elementary Roofing Project, Bid #1920-03 ACTION/
(RATIFICATION)

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| D. | Agreement with RDM Electric Co., Inc. for Electrical and Low Voltage on the El Portal Elementary Roofing Project, Bid #1920-03 | ACTION/ (RATIFICATION) |
| E. | Rejection of Non-Responsive Abatement and Demolition bid from KML for Bid #1920-03 | ACTION |
| F. | Approval of MVC, dba Moreno Valley Construction, Inc. Administrative Change Order for the Maybrook Interim Housing Project | ACTION/ (RATIFICATION) |
| G. | Public Hearing for California Environmental Quality Act (CEQA) Notice of Exemption at Olita Elementary School Project | INFORMATION/ PUBLIC HEARING |

X. Consent Calendar

Action by the Board in adoption of the “Consent Calendar” means that all items appearing in this section are adopted by one single motion, unless a Member of the Board or the Superintendent requests that any such item be removed from the “Consent Calendar” and voted upon separately. Generally, “Consent Calendar” items are enacted upon in one action to conserve time and permit focus on other-than-routine matters.

A. General – Jim Coombs

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| 1. | Approval of Agreement with Adams Silva & McNally LLP to provide legal services as required for the 2020/2021 school year. | ACTION/ (RATIFICATION) |
| 2. | Approval of Memorandum of Understanding between Lowell Joint School District California State University, Long Beach, effective July 1, 2020 through June 30, 2025 | ACTION |
| 3. | Approval of Memorandum of Understanding with the Lowell Joint Education Association to address bargaining unit member working conditions and district operations during COVID-19 emergency response and school closures | ACTION/ (RATIFICATION) |
| 4. | Approval to Pay the California School Boards Association Membership for the 2020/21 School Year | ACTION |
| 5. | Approval to Pay the La Habra Chamber of Commerce Annual Membership for the 2020/21 School Year | ACTION |

6. Approval to Pay the Whittier Area Chamber of Commerce Annual Membership for the 2020/21 School Year ACTION
- B. Business Services – Andrea Reynolds
1. Purchase Order Report 2019/20 #11 ACTION/
(RATIFICATION)
 2. Warrant Listing Report 2019/20 #11 ACTION/
(RATIFICATION)
 3. Approval of Contract with Los Angeles County Office of Education for the 2020/21 PeopleSoft Financial System ACTION
 4. Authorization to Make Appropriation Transfers ACTION
 5. Resolution 2019/20 No.794 Request for Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments and Transfers ACTION/
(RESOLUTION)
 6. Resolution 2019/20 No. 795 Authorizing Cash Borrowing for Temporary Transfers from the Los Angeles County Treasury ACTION/
(RESOLUTION)
 7. Resolution 2019/20 No. 796 Authorizing Temporary Cash Borrowing Between Funds ACTION/
(RESOLUTION)
 8. Resolution 2019/20 No. 797 Authorizing Inter-Fund Cash Transfers for the 2019/20 Fiscal Year ACTION/
(RESOLUTION)
 9. Resolution 2019/20 No. 798 Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for the Fiscal Years Ending June 30 in Each of the Years 2020 Through 2022, and Authorizing Execution and Delivery of Related Documents and Actions ACTION/
(RESOLUTION)
- C. Human Resources – Jim Coombs
1. Employer-Employee Relations/Personnel Report 2019/20 #11 Which Includes Hiring, Resignations, Contract Adjustments, and Retirements for Certificated, Classified, and Confidential Employees ACTION/
(RATIFICATION)
- D. Facilities and Operations – David Bennett

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|------|---|-------------|
| 1. | Approval to Extend Agreement with Hauffe Company, Inc. to Provide Inspector of Record (IOR) Services at Maybrook Elementary | ACTION |
| XI. | Board Member/Superintendent Comments | INFORMATION |
| XII. | Adjournment | ADJOURNMENT |

Recess and/or closed session to be called at the discretion of the Board. Meetings of the Board shall adjourn at or before 11:00 p.m. unless approved by a majority vote of the Board.

Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 11019 Valley Home Avenue, Whittier, CA 90603, or (562) 902-4203 during normal business hours.

The next scheduled Lowell Joint School District Board of Trustees Meeting is Monday June 22, 2020.

Lowell Joint School District
11019 Valley Home Avenue, Whittier, CA 90603

MINUTES REGULAR MEETING OF THE BOARD OF TRUSTEES
May 4, 2020

Call to Order President Schambeck called the meeting to order at 6:04 p.m. using video conference via zoom meeting ID #78472728007 for the Regular Board Meeting of the Board of Trustees, in compliance with Government Code 54953.

Topics Not on the Agenda None.

Closed Meeting President Schambeck declared the meeting recessed to closed session via video conference zoom meeting at 6:07 p.m.

Call to Order President Schambeck called the meeting to order at 7:40 p.m. via video conference zoom meeting ID # 99373002372 for the Regular Board Meeting of the Board of Trustees, in compliance with Government Code 54953.

Trustees in Attendance: Fred W. Schambeck, William A. Hinz, Melissa A. Salinas, Anastasia M. Shackelford, and Karen L. Shaw

Trustees Absent: None.

Staff Present: Jim Coombs, Superintendent of Schools, introduced: Sheri McDonald, Assistant Superintendent of Educational Services, and Andrea Reynolds, Assistant Superintendent of Administrative Services and David Bennett, Assistant Superintendent of Facilities and Operations, Alan Mao, Director of Technology, Darleene Pullen, CSEA President, Leslie Mangold, LJEA lead negotiator, MJ Evanoff, Executive Assistant to the Superintendent

Mr. Schambeck asked for a moment of silence for what is going on in our nation.

The flag salute was led by MJ Evanoff, Executive Assistant to the Superintendent.

Introduction / Welcome President Schambeck asked for a moment of silence for all those in the position of helping others such as doctors, nurses, police officers, fire technicians, ambulance drives and all first responders.

President Schambeck welcomed Darleene Pullen, CSEA president. Mr. Coombs let the audience know that Allison Fonti, LJEA president was unable to attend.

Acknowledgement of Correspondence None

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| Approval of Agenda | It was moved, seconded, and carried by unanimous roll call vote, (5 – 0) to approve the May 4, 2020, Board agenda. |
| Approval of Minutes | It was moved, seconded, and carried by unanimous roll call vote, (5 – 0) to approve the minutes from the April 6, 2020, Regular Board Meeting. |
| Topics Not on the Agenda | Mr. Hinz would like the Board to reconsider resolution number 775 that was passed at the April 6 meeting which approved the increase for statutory fees for residential and commercial structures. He mentioned that currently the economy is a concern and he does not believe this is the time to impose additional fees on anyone. President Schambeck called for a motion. This was moved, seconded, and carried by a unanimous roll call vote (5-0) to revisit at the June 8 board meeting resolution number 775 that was approved at the April 6 board meeting |
| Timely Information from the Board and Superintendent | None. |
| Resolution 2019/20 No. 789, Recognizing May 5, 2020, as “Day of the Teacher” | <p>It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2019/20 No. 789, as attached, Recognizing May 5, 2020, as “Day of the Teacher”, and that the Superintendent or designee be authorized to execute the resolution.</p> <p>Mr. Coombs let the Board of Trustees know that every certificated staff member received a mailing of a personal letter and a small flash light in appreciation.</p> |
| Resolution 2019/20 No. 790, Recognizing May 6, 2020, as “School Nurses Day” | It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2019/20 No. 790, as attached, Recognizing May 6, 2020, as “School Nurses Day”, and that the Superintendent or designee be authorized to execute the resolution. |
| Resolution 2019/20 No. 791, Recognizing May 17 – 23, 2020, as “Classified School Employees Week” | <p>It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2019/20 No. 791, as attached, Recognizing May 17 – 23, 2020, as “Classified School Employees Week”, and that the Superintendent or designee be authorized to execute the resolution.</p> <p>Mr. Coombs let the Board of Trustees know that every classified staff member received a mailing of a personal letter and a small flash light in appreciation.</p> |
| Approval of the 2019/2020 Extended School Year (ESY) Program | It was moved, seconded and carried by unanimous roll call vote (5-0) to approve the proposed extended school year program offering for 2019/20. Currently, schools are closed due to COVID-19 and therefore, ESY for the 2020 school year is contingent upon the Superintendent and Board approving the reopening of schools for the time period of June 1, 2020 through June 26, 2020, and that the Superintendent or designee be authorized to execute the necessary documents |

Adoption of Special Education Revised Administrative Regulations and Board Policies AR 5144.2, AR & BP 6159, AR & BP 6159.2, AR & BP 6159.3, AR 6159.4, AR & BP 6164.4, AR & BP 6164.5, AR & BP 6164.6

Mr. Coombs gave information regarding the Special Education team, along with Dr. Jean Martin and the Orange County Department of Education developing the district new and updated current Board Policies and accompanying Administrative Regulations regarding Special Education - AR 5144.2, AR & BP 6159, AR & BP 6159.2, AR & BP 6159.3, AR 6159.4, AR & BP 6164.4, AR & BP 6164.5, AR & BP 6164.6. This is a first reading and information only.

Resolution 2019/20 No. 792 Regarding Layoff and Reduction of Classified Personnel

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2019/20 No. 792, as attached, which will allow the reduction of one (1) Custodian - Maintenance & Operations position, due to a lack of work and/or lack of funds, and that the Superintendent or designee be authorized to execute the resolution.

Approval of Scope Amendment to Provide Architectural/Engineering Services for Olita Elementary School with PBK Architects for Anticipated Maintenance/ Modernization Projects

It was moved, seconded, and carried by unanimous roll call vote (5-0) to ratify the Scope Amendment to Provide Architectural/Engineering Services for Olita Elementary School with PBK Architects for Anticipated Maintenance/ Modernization Projects for a maximum fee of \$109,747 to be re-executed by both parties on the prescribed Architectural Agreement contract form, and that the Superintendent or designee be authorized to execute the necessary documents.

Declaration of Need for Fully Qualified Educators to for the 2020/21 School Year

It was moved, seconded, and carried by unanimous roll call vote (5-0) to approve the Declaration of Need for Fully Qualified Educators for the 2020/21 school year, and authorized the Superintendent or designee to execute the necessary documents.

District Local Control Accountability Plan Update

Dr. McDonald shared the newest information regarding the Local Control Accountability Plan (LCAP) to the Board of Trustees. There is a waiver at the state level for the LCAP so the budget will proceed forward in June. The state will be asking for an operations report that will be submitted along with the budget in lieu of this year's LCAP. The Local Indicators and traditional LCAP have been moved to December 15 so there will be a one year LCAP 2020-2021. The three-year new cycle has not been postponed to June of 2021.

Resolution 2019/20 No. 793 Adopting Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2019/20 No. 793 Adopting Informal Bidding Procedures Pursuant to the Uniform Public Construction Cost Accounting Act, and that the Superintendent or designee be authorized to execute the resolution.

Agreement with A1 Fence Company, Inc. for Fence Repairs and Maintenance

It was moved, seconded, and carried by unanimous roll call vote (5-0) to approve the agreement with A1 Fence Company, Inc., for the routine repair and maintenance of fencing Districtwide, at the lowest bid price of \$95,400.00, and that the Superintendent

as Necessary Districtwide (Bid #1920-01) or designee be authorized to execute the necessary documents.

Consent Calendar It was moved, seconded, and carried by unanimous roll call vote, (5-0), to approve/ratify the following items under a consent procedure.

Acceptance of Donations Ratified the acceptance of donations as listed: Fred Schambeck, \$200.00 to the Board Donation Account, and requested a letter of appreciation be written to the donors.

Approval of Memorandum of Understanding between Lowell Joint School District California State University, Long Beach, effective July 1, 2020 through June 30, 2025 Approved the Memorandum of Understanding between Lowell Joint School District California State University, Long Beach, effective July 1, 2020 through June 30, 2025, at no cost to the district, and that the Superintendent or designee be authorized to execute the necessary documents.

Purchase Order Report 2019/20 #10 Approved Purchase Order Report 2019/20 #10, as attached, which lists all purchase orders issued March 26, 2020, through March 30, 2020.

Warrant Listing Report 2019/20 #10 Approved Warrant Listing Report 2019/20 #10, as attached, which lists all warrants issued March 20, 2020, through April 20, 2020.

Employer-Employee Relations/Personnel Report 2019/20 #10 Ratified Employer-Employee Relations/Personnel Report 2019/20 #10, as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees.

Approval of Agreement with Hauffe Company, Inc. to Provide Inspector of Record (IOR) Services at Olita Elementary Approved the agreement for with Hauffe Company, Inc., to provide Inspector of Record services for the Olita Elementary Re-Roofing and HVAC project, and that the Superintendent or designee be authorized to execute the necessary documents.

Board Member/Superintendent Comments Mr. Coombs thanked the nutrition services staff as they continue to feed over 10,000 meals a week. He also thanked the entire teaching staff for all of their hard work in transitioning to online learning as they made the transition seem effortless. Mr. Schambeck asked Mr. Coombs to express on behalf of the Board of Trustees how grateful they are for everything they are doing. Mrs. Shackelford asked for the current marquees at our schools to put an encouraging message to our families and students.

Adjournment President Schambeck declared the meeting adjourned at 8:18 p.m. in accordance with the Government Code Section 54956.9 (a, b, c) and indicated no further public action would be taken.

Date Approved:

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 789

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE LOWELL JOINT SCHOOL DISTRICT
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
RECOGNIZING TUESDAY, MAY 5, 2020, AS
“DAY OF THE TEACHER”**

WHEREAS, Lowell Joint School District teachers are dedicated to providing outstanding learning experiences for all students; and

WHEREAS, Lowell Joint School District teachers work to motivate students to achieve maximum potential; and

WHEREAS, Lowell Joint School District teachers are committed to parent involvement and positive community activities; and

WHEREAS, Lowell Joint School District teachers are role models for district students preparing to become contributing and successful adults; and

WHEREAS, Lowell Joint School District teachers are respected and appreciated by the Board of Trustees, administrators, support staff members, parents, students, and the residents of the community; and

WHEREAS, Tuesday, May 5, 2020, has been designated as “Day of the Teacher” in the State of California;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees, on behalf of the students, parents, and the community at large, does hereby recognize Tuesday, May 5, 2020, as a day of formal recognition and appreciation of the efforts of the teachers in the Lowell Joint School District.

APPROVED AND ADOPTED this 4th day of May, 2020, by the following vote:

AYES:

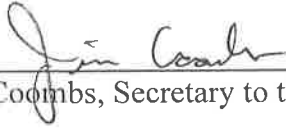
NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of May, 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 4th day of May, 2020.



Jim Coombs, Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 No. 790

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
RECOGNIZING WEDNESDAY, MAY 6, 2020, AS
“SCHOOL NURSES DAY”**

WHEREAS, every child must be ready to learn, having their basic needs met so that they may achieve optimal physical, emotional, social, and educational development and be prepared for full participation in society; and

WHEREAS, through public schools, communities can work together in unprecedented ways to eliminate barriers to learning and to provide access to health care for children and families; and

WHEREAS, California's credentialed school nurses are pivotal members of a coordinated school health system, delivering services to children and eliminating health disparities and barriers and supporting academic success for all children; and

WHEREAS, school nurses provide vital links between public and private resources and programs; collaboration between schools and health and human service agencies to bring school and community services to schools; and support efforts to connect families to insurance programs to meet their needs; and

WHEREAS, school nurses create and maintain safe school environments; provide mandatory health education, health screenings, and immunizations; deliver early intervention services; design wellness-driven programs; and assist pupils with chronic and acute illnesses and special needs as they transition from home to school;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees on behalf of the students, parents, and community at large, does hereby recognize Wednesday, May 6, 2020, as School Nurses Day to support the learning and health needs of California's children to ensure academic success.

APPROVED AND ADOPTED this 4th day of May, 2020, by the following vote:

AYES:

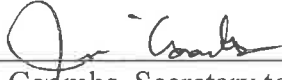
NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of May, 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of May, 2020.



Jim Coombs, Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 791

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE LOWELL JOINT SCHOOL DISTRICT
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
RECOGNIZING MAY 17 – 23, 2020, AS
“CLASSIFIED SCHOOL EMPLOYEES WEEK”**

WHEREAS, the week of May 17 – 23, 2020, has been designated as “Classified School Employees Week” in the State of California; and

WHEREAS, classified school employees provide valuable services to the schools and students of the Lowell Joint School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive environment; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of Lowell Joint School District students; and

WHEREAS, classified school employees employed by the Lowell Joint School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees on behalf of the students, parents, and community at large, does hereby recognize and wish to honor the contribution of the classified school employees to quality education in the State of California and in the Lowell Joint School District and declares the week of May 17 – 23, 2020, as “Classified School Employee Week” in the Lowell Joint School District.

APPROVED AND ADOPTED this 4th day of May, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of May, 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of May, 2020.



Jim Coombs
Secretary to the Board of Trustees



Lowell Joint School District

A Tradition of Excellence Since 1906

"Home of Scholars and Champions"



AR 5144.2

Students

Suspension and Expulsion/Due Process (Students With Disabilities)

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.519.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances:

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date, the decision to take disciplinary action is made, the student's parents/guardians shall be immediately notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date of the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action.

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and the parent/guardian), shall review all relevant information in the student's file including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians to determine whether the conduct in question was either of the following:

- a. Caused by or had a direct and substantial relationship to the student's disability.
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies.

If the manifestation review team determines that either of the above conditions applies conduct shall be determined to be a manifestation of his/her disability.

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior.

The student shall be returned to the placement from which he/she was removed unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan.

Notification to Law Enforcement Authorities

Law enforcement notification requirement involving students with disabilities shall be the same as those specified for all students in AR 5144.1 – Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian.

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action.

Procedures for Students Not Yet Eligible for Special Education

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA if the district had knowledge that the student was disabled before the behavior occurred.

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred:

1. The parent/guardian, in writing, has expressed concern to supervisory or administrative district personnel or to a teacher of the students, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services—or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.



Students

Suspension and Expulsion/Due Process (Students With Disabilities)

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.519.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances:

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

Suspension (continued)

- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur.

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation.

Interim Alternative Placement Due to Dangerous Behavior

A district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard as to whether the behavior is a manifestation of the student's disability, when he/she commits one of the following acts while at school, going to or from school, or at a school-related function:

1. Carries a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team.

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504.

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date, the decision to take disciplinary action is made, the student's parents/guardians shall be immediately notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date of the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action.

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and the parent/guardian), shall review all relevant information in the student's file including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians to determine whether the conduct in question was either of the following:

- a. Caused by or had a direct and substantial relationship to the student's disability.
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies.

If the manifestation review team determines that either of the above conditions applies conduct shall be determined to be a manifestation of his/her disability.

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior.

The student shall be returned to the placement from which he/she was removed unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan.

Manifestation Determination (continued)

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** If the manifestation determination review determines that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b).

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district initiates a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative setting pending the decision of the hearing officer or the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise.

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

The Board of Trustees' criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students.

Notification to Law Enforcement Authorities

Law enforcement notification requirement involving students with disabilities shall be the same as those specified for all students in AR 5144.1 – Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian.

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action.

Procedures for Students Not Yet Eligible for Special Education

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA if the district had knowledge that the student was disabled before the behavior occurred.

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred:

1. The parent/guardian, in writing, has expressed concern to supervisory or administrative district personnel or to a teacher of the students, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However,--the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services--or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

Procedures for Students Not Yet Eligible for Special Education (continued)

When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior.

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

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Lowell Joint School District

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AR 6159

Instruction

Individualized Education Program

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability.

Members of the IEP Team

The IEP team for any student with a disability shall include at least the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by them.
2. If the student is or may be participating in the general education program, at least one general education teacher designated by the Superintendent or designee to represent the student's teachers. If more than one regular education teacher is providing instructional services to the student, the district may designate one such teacher to represent the others.

The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320.

3. At least one special education teacher or, where appropriate, the special education provider(s) for the student.
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general curriculum.
 - c. Knowledgeable about the availability of district and/or Special Education Local Plan Area (SELPA) resources.

5. An individual who can interpret the instructional implications of assessment results. This individual may already be a member of the team as described in items #2-4 above or in item #6 below.
6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate.

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability:

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team.
8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech-language pathologist, or remedial reading teacher.

At least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the general education classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings.
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend:
 - a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator (Early Start/Part C) or other representatives of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services.
9. In addition, any of the following may participate, as appropriate:
 - a. The program specialist, school psychologist, school nurse, school social worker, counselor, or other student services worker who has conducted an assessment of the student, when the assessment is significant to the development of the IEP
 - b. Any other person whose competence is needed because of the nature and extent of the student's disability

A member of the IEP team shall not be required to attend an IEP meeting, in whole or in part if the parent/guardian consents in writing and the district agrees that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the member's area of the curriculum or related services, the IEP team member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting.

Contents of the IEP

It shall include, but not be limited to, all of the following:

1. A statement of the present levels of the student's academic achievement, and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students).
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities.
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks, or short-term objectives.

2. A statement of measurable annual goals, including academic and functional goals, as well as benchmarks or short-term objectives designed to:
 - a. Meeting the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum.
 - b. Meet each of the student's other educational needs that result from his/her disability.
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards.
4. A statement of the specific special education instruction and related services and supplementary aids and services, based on peer-reviewed research if practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided for the student to:
 - a. Advance appropriately toward attaining the annual goals.
 - b. Be involved and progress in the general curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities.
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP.
5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the general education class and in the extracurricular and other nonacademic activities described in the IEP
6. A statement of any appropriate individual accommodations/modifications necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment, the IEP shall also include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular assessment selected is appropriate for him/her.
7. The projected date for the beginning of the services and accommodations/modifications described in item # 4 above and the anticipated frequency, location, and duration of those services and accommodations/modifications.

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals.

Where appropriate, the IEP shall also include:

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation.
2. Linguistically appropriate goals, objectives, programs, and services for students whose primary language is not English.
3. Extended school year services when needed, as determined by the IEP team.
4. Provision for the transition into the general education program if the student is to be transferred from a special class or center, or nonpublic, nonsectarian school, into a general education program in a public school for any part of the school day, including descriptions of activities intended to:
 - a. Integrate the student into the general education program, including indications of the nature of each activity and the time spent on the activity each day or week.
 - b. Support the transition of the student from the special education program into the general education program.
5. Specialized services, materials, and equipment for students with low incidence disabilities, consistent with the guidelines of Education Code 56136

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted.

Any IEP required as a result of an assessment of the student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene.

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, shall be developed within 30 days after the commencement of the subsequent regular school year.

In developing the IEP, the IEP team shall consider the following:

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial assessment or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an evaluation of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and the full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, including the following:

9. Whether the student requires assistive technology devices and services

If in considering the special factors in items #1- 9 above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation or other program modification, in order to receive a free and appropriate public education (FAPE), the IEP team must include a statement to that effect in the student's IEP.

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible, following the development of the IEP, special education services, and related services are made available to the student in accordance with his/her IEP.

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually in order to:

1. Determine whether the annual goals for the student are being achieved.
2. Revise the IEP, as appropriate to address:
 - a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply.

The IEP Team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP.

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall

notify the parent/guardian of the need for a written request and the procedure for filing such a request.

A general education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction and/or related services, the Superintendent or designee shall convene an IEP meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency, other than the district, fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service needs for the student set out in the IEP.

If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs.

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student.

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments.

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audiotape a meeting, and if the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meetings shall not be audio recorded.

Parents/guardians also have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if they believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights.
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed on time and place.

The Superintendent or designee shall send parents/guardians notices of IEP team that:

1. Indicate the purpose, time and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddler with Disabilities Coordinator at the initial IEP meeting, if the child Early Education for Individuals with Exceptional Needs or the California Early Intervention Services Act.

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parent/guardian shall include the following:

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student.
2. An indication that the student is invited to the IEP meeting
3. Identification of any other agency that will be invited to send a representative

At each IEP meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days.

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning.

If neither parent/guardian can attend the meeting, the Superintendent nor designee shall use other methods to ensure parent/guardian participation, including video conference, individual or conference telephone calls.

An IEP team meeting may be conducted without a parent/guardian in attendance if the district is unable to convince the parent/guardian that he/she should attend. In this case, the district shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any response received.
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits.

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English.

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost.

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise.

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services.

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate.

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BP 6159

Instruction

Individualized Education Program

The Board of Trustees desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free, appropriate public education and be placed in the least restrictive environment that meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program team (IEP), the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District



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AR 6159.2

Instruction

Nonpublic, Nonsectarian School and Agency Services for Special Education

Master Contract

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school.

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress.

With the mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement.

Placement and Services

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP.

Placement and Services (continued)

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP.

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency.

Out-of-State Placements

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California.

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California.

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California.

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Instruction

Nonpublic, Nonsectarian School and Agency Services for Special Education

The Board of Trustees recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with the law. When the district is unable to provide direct, special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with the law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP.

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.



Lowell Joint School District

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AR 6159.3

Instruction

Appointment of Surrogate Parent for Special Education Students

The Superintendent or designee shall appoint a surrogate parent to represent a student with disabilities under one or more of the following circumstances:

1. No parent/guardian for the student can be identified.
2. The district, after reasonable efforts, cannot discover the location of a parent or legal guardian of the student.
3. The student is adjudicated a dependent or ward of the court pursuant to Welfare and Institutions Code 300, 601 or 602, and all of the following conditions are satisfied:
 - a. The court has referred the student for special education and related services, or the student has a valid individualized education program (IEP)
 - b. The court has specifically limited the right of the parent/guardian to make educational decisions for his/her student
 - c. The student has no responsible adult to represent him or her per pursuant to Welfare and Institutions Code 361 or 726 or Education Code 56055
 - d. The student is an unaccompanied homeless youth not in the custody of a parent/guardian, as defined in 42 USC 11434a
4. The student has reached the age of majority but has been declared incompetent by a court of law

Appointment of Surrogate Parents

Upon a determination that a student needs a surrogate parent, the Superintendent or designee shall make reasonable efforts to ensure that the surrogate is appointed within 30 days.

When appointing a surrogate parent, the Superintendent or designee shall give first preference to a relative caretaker, foster parent, or court-appointed special advocate provided any of these individuals exists and is willing to serve. If none of these individuals is willing and/or able to act as a surrogate parent, the Superintendent or designee shall select the surrogate parent of his/her choice. If the student is moved from the home of the relative caretaker or foster parent who was appointed as the student's surrogate parent, the Superintendent or designee shall appoint another surrogate parent if a new appointment is necessary to ensure adequate representation of the student.

Instruction (continued)

The Superintendent or designee shall appoint another surrogate parent if a new appointment is necessary to ensure adequate representation of the student.

Surrogate parents shall have no vested interests that conflict with the student's educational interests and shall have knowledge and skills that ensure adequate representation of the student. If a conflict of interest arises after the appointment of a surrogate parent, the Superintendent or designee shall terminate the appointment and appoint another surrogate parent.

Duties of Surrogate Parent

The surrogate parent shall have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act. The surrogate parent may represent the student in all matters relating to the identification, assessment, instructional planning and development, educational placement, review, and revision of the IEP, and in other matters relating to the provision of a free and appropriate public education.

In addition, the representation of the surrogate parent shall include the provision of written consent to the IEP, including nonemergency medical services, mental health treatment services, and occupational or physical therapy services pursuant to Government Code 7570-7588. The surrogate parent may sign any consent relating to IEP purposes.

Surrogate parents shall volunteer their services to the district and serve without compensation. The district may reimburse them for mileage and other incidental expenses directly associated with their duties as surrogate parents.

Surrogate parents shall have access to the student's school records as necessary to fulfill their responsibilities as surrogate parents and in accordance with Board policy and administrative regulation.

Termination of Appointment

The Superintendent or designee shall terminate the appointment of a surrogate parent under the following conditions:

1. When the student is no longer in need of special education.
2. When the student reaches 18 years of age, unless he/she chooses not to make education decisions for himself/herself or is deemed by a court to be incompetent.
3. Another responsible adult is appointed to make educational decisions for the student.
4. The right of the parent/guardian to make educational decisions for the student is fully restored.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District



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BP 6159.3

Instruction

Appointment of Surrogate Parent for Special Education Students

In order to protect the rights of students with disabilities, the Superintendent or designee shall appoint a surrogate parent to represent a child with disabilities as necessary in accordance with the law. He/she shall develop procedures for recruiting, training, and assigning adults to serve as surrogate parents.

Policy Adopted: March 23, 1987

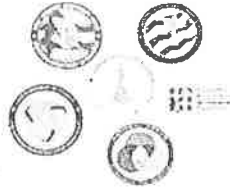
Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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AR 6159.4

Instruction

Behavioral Interventions for Special Education Students

Generally, any student identified as a student with a disability pursuant to the Individuals with Disabilities Education Act, 20 USC 1400-1482, is subject to the same disciplinary measures applicable to all students for violations of the code of conduct, except when the student's behavior is determined to be a manifestation of his/her disability.

However, when the behavior of a student with a disability impedes his/her learning or the learning of others, the student's individualized education program (IEP) team shall consider the use of positive behavioral interventions and supports and other strategies consistent with 20 USC 1414(d) to address the student's behavior.

If pursuant to a manifestation determination conducted as specified in 34 CFR 300.530, the student's behavior is determined to be a manifestation of his/her disability; the IEP team shall conduct a functional behavioral assessment (FBA) and implement a behavioral intervention plan (BIP) for the student. If a BIP is already in place for the student, the IEP team shall review and modify the BIP to address the student's behavior.

In addition, when the disciplinary removal of a student with a disability will result in a change in the student's placement as specified in 34 CFR 300.530, the student shall receive an FBA and behavioral intervention services and modifications designed to address the student's behavior so that it does not recur.

Functional Behavioral Assessment

Any FBA to be conducted for a student with a disability shall focus on identifying the function or purpose of the student's behavior.

Before any FBA is conducted, the Superintendent or designee shall notify the student's parent/guardian in accordance with Education Code 56321 and obtain the parent/guardian's consent.

If the parent/guardian disagrees with the result of an FBA, he/she has the right to obtain an independent educational evaluation at district expense, subject to the conditions specified in 34 CFR 300.502.

Instruction (continued)**Behavioral Intervention Plan and Services**

When a student for whom a BIP is to be developed is also the responsibility of another agency for residential care or related services, the Superintendent or designee shall cooperate with the other agency to ensure that the BIP, to the extent possible, is implemented in a consistent manner.

Behavior assessments and behavioral intervention services shall be provided only by individuals who possess the qualifications specified in Education Code 56525 or 5 CCR 3051.23.

The behavioral intervention plan shall become a part of the student's IEP and shall be sufficiently detailed so as to direct the plan's implementation.

A copy of the behavioral intervention plan shall be provided to the person or agency responsible for implementation in non-educational settings.

At intervals scheduled by the IEP team, the parent/guardian and others as appropriate shall evaluate the effectiveness of the behavioral intervention plan in accordance with the law. This review may be conducted in meetings, by telephone conference, or by other means, as agreed upon by the IEP team.

If the IEP team determines that changes in the behavioral intervention plan are necessary, the teacher and behavioral intervention case manager shall conduct additional functional analysis assessments and, based on the outcomes, propose changes to the plan.

The parent/guardian and the Superintendent or designee may make minor modifications without an IEP team meeting. The parent/guardian shall be notified of the need for modification and shall be able to review the existing program evaluation data prior to implementing the modification. Parents/guardians shall be informed of their right to question any modification to the plan through the IEP procedures.

The IEP team also may include in the plan contingency schedules for altering specified procedures, their frequency or their duration, without reconvening the IEP team.

Instruction (continued)
Emergency Interventions

Emergency interventions may be used only to control unpredictable, spontaneous behavior, which poses a clear and present danger of serious physical harm to the student or others and which cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for systematic behavioral intervention plans (BIP) that is designed to change, replace, modify, or eliminate a targeted behavior.

Only emergency interventions approved by the SELPA may be used. No emergency intervention shall be used for longer than is necessary to contain the behavior. For any situation that requires prolonged use of emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation.

Emergency interventions shall not involve the use of force exceeding what is reasonable and necessary under the circumstances. In addition, the use of locked seclusion or a device, material, or objects that simultaneously immobilize all hands and feet shall not be allowed except as allowed by law.

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever emergency intervention is used, or serious property damage occurs. A behavior emergency report shall immediately be completed, kept in the student's file, and forwarded to the Superintendent or designee for review. This report shall include all of the following information:

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavioral intervention plan (BIP)
6. Details of any injuries sustained by students or others, including staff, as a result of the incident

If the behavior emergency report is for a student who does not have a behavioral intervention plan (BIP), the Superintendent or designee shall, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a functional behavioral assessment (FBA), and determine the necessity for an interim behavioral intervention plan

Instruction (continued)

(BIP). The IEP team shall document the reasons for not conducting the FBA and/or not developing an interim plan.

If the behavior emergency report is for a student who has a behavioral intervention plan (BIP), any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective shall be referred to the IEP team. The IEP team shall review the incident and determine whether the student's plan needs to be modified.

The district prohibits the use of corporal punishment as defined in Education Code 49001 as an intervention. In addition, the district prohibits all of the following:

1. Any intervention designed or likely to cause physical pain, including, but not limited to, electric shock
2. Any intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances near the student's face
3. Any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities
4. Any intervention that is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation or that can be expected to cause excessive emotional trauma
5. Any restrictive intervention that uses a device, material, or objects which simultaneously immobilize all hands and feet, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention
6. Locked seclusion, unless in a facility otherwise licensed or permitted by state law to use a locked room
7. Any intervention that precludes adequate supervision of the student
8. Any intervention that deprives the student of one or more of his/her senses

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Identification and Evaluation of Individuals for Special Education

Referrals for Special Education Services

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate.

All referrals from school staff for special education and related services shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect.

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, unless the parent/guardian agrees in writing to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term.

The proposed assessment plan shall meet all of the following requirements:

1. Be in a language easily understood by the general public
2. Be provided in the primary language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of assessment to be conducted
4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent

Before conducting an initial assessment, the district shall provide the parent/ guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information:

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code 56341.

Identification and Evaluation of Individuals for Special Education (continued)

2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an assessment obtained by the district, he/she has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such assessment at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its assessment, or if its assessment procedures make it permissible to have an in-class observation of the student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding.

If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the district with respect to the provision of free, appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student.

5. The district may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment, but not at public expense.
6. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student.

Identification and Evaluation of Individuals for Special Education (continued)

Parent/Guardian Consent for Evaluation

Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the assessment. The assessment may begin as soon as informed parental consent is received by the district. The district shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services.

Informed parental consent means that the parent/guardian: (34 CFR 300.50

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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BP 6164.4

Instruction

Identification and Evaluation of Individuals for Special Education

The Board of Trustees recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The Superintendent or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessments of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals. In addition, the Superintendent or designee shall consult with appropriate representatives of private school students with disabilities on how to identify, locate, and evaluate these students.

The district's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the general instructional program.

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning the child. In addition, the Superintendent or designees shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services.

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District



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AR 6164.5

Instruction

Team Membership

Members of individual student success teams may include:

1. The principal or designee
2. One or more of the student's classroom teachers and/or former teachers
3. The student's parents/guardians
4. The student if appropriate
5. Resource personnel or specialists, such as a school counselor, psychologist, nurse, outreach consultant, special education resource person, categorically funded staff person, speech and language specialist, foster youth liaison, social worker, probation officer, community resource representative, mental health worker or other person relevant to the student's situation

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings
3. Consult with appropriate school or district resource personnel
4. Coordinate the collection of any additional background information necessary to inform team members about the student's strengths and needs
5. Coordinate the preparation of the student and parents/guardians for the meeting
6. Facilitate the team meetings
7. Coordinate the monitoring of the student's progress and scheduling of follow-up meetings as needed.

Regulation Approved: June 8, 2020



Lowell Joint School District



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BP 6164.5

Instruction

Student Study Teams

The Board of Trustees encourages the collaboration of the parents/guardians, teachers, resource personnel, and administrators evaluating the strengths and needs of students having academic, attendance, or behavioral difficulties and in identifying strategies and programs that may assist the students. The Superintendent or designee shall develop procedures for establishing student study teams that address individual student needs.

The Superintendent or designee shall establish a process for initiating referrals of the student to the student success team.

Each student success team shall develop intervention strategies to assist the student. Such strategies may include changes in instructional methods, recommendation of supplemental educational services, parent involvement strategies, behavioral interventions, discipline referrals to other agencies or resources, and/or other appropriate interventions.

Policy Adopted: March 23, 1987

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Lowell Joint School District

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AR 6164.6

Identification and Education Under Section 504

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973:

Position / Title

Address

Telephone Number

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE) means the provision of general or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his/her parent/guardian except when a fee is specifically authorized by law for all students.

A student with a disability means a student who has a physical or mental impairment which substantially limits one or more major life activities.

Physical impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine.

Mental impairment means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

Identification and Education Under Section 504 (continued)

Substantially limits major life activities means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. Major life activities also include major bodily functions such as functions of the immune system, special sense organs, and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

Referral and Identification Procedures

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.
2. Upon receipt of any such referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and non-academic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his/her initial placement.

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

Referral and Identification Procedures (continued)

4. The district's evaluation procedures shall ensure that the tests and other evaluation materials:
 - a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
 - b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient
 - c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multidisciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 teams shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34.

2. If upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of general or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

Section 504 Services Plan and Placement (continued)

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the general educational environment unless the district can demonstrate that the education of the student in the general educational environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs.
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame. The district shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s), and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The 504 teams shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement

Procedural Safeguards

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate.

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue, and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, or if the parent/guardian did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
 - a. The specific nature of the decision with which he/she disagrees
 - b. The specific relief he/she seeks
 - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties. The Superintendent or designee shall represent the district at this hearing

Procedural Safeguards (continued)

4. The parties to the hearing shall be afforded the right to:
 - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
 - b. Present written and oral evidence
 - c. Question and cross-examine witnesses
 - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District



A Tradition of Excellence Since 1906

"Home of Scholars and Champions"

BP 6164.6

Instruction

Identification and Education Under Section 504

The Board of Trustees believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met.

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities.

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board.

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with the law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 792

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
REGARDING LAYOFFS AND REDUCTION OF HOURS
OF CLASSIFIED PERSONNEL

BE IT RESOLVED that the Board of Trustees of the Lowell Joint School District hereby determines that the following positions be abolished and/or reduced for lack of work and/or lack of funds:

| Classification Title | No. of Positions | Hours | Days/Week | Months per Year |
|---|------------------|-------|-----------|-----------------|
| <u>Eliminate:</u> - Custodian – Maintenance & Ops. | 1 | 8.0 | 5.00 | 12 Months |

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. That due to a lack of work and/or lack of funds, the number of classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to *Education Code* section 45308.
2. That the Superintendent is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
3. That said layoff shall become effective on sixty (60) days following service of the notice as required by law, subject to negotiations if necessary.
4. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to *Education Code* section 45298.

APPROVED AND ADOPTED this 4th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of May 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of May 2020.



Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 793

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA, ADOPTING INFORMAL BIDDING PROCEDURES PURSUANT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, Public Contract Code section 22000 et seq. sets forth the Uniform Public Construction Cost Accounting Act (the “Act”);

WHEREAS, the Act provides for the implementation of uniform construction cost accounting procedures for all public agencies electing to participate, together with instructions for their adoption and implementation by any public agency;

WHEREAS, pursuant to Public Contract Code section 22030, the Board of Education of the Lowell Joint School District (“District”) formally elected to become subject to the procedures set forth in the Act and to the California Uniform Public Construction Cost Accounting Commission’s Policies and Procedures Manual and cost accounting review procedures by adopting Resolution #777 on April 6, 2020;

WHEREAS, pursuant to Public Contract Code section 22034, any public agency that elects to become subject to the Act must adopt informal bidding procedures to govern the selection of contractors to perform public projects pursuant to Public Contract Code section 22032(b);

NOW, THEREFORE, the Board of Education of the Lowell Joint School District hereby resolves as follows:

1. That the above recitals are all true and correct.
2. That public projects undertaken by the District, as defined by the Act and in accordance with the limits listed in Public Contract Code section 22032, may be let to contract by informal procedures as set forth in Public Contract Code section 22032.
3. That the District shall develop and maintain a list of qualified contractors, identified according to categories of work, in accordance with the provisions of Public Contract Code section 22034 and criteria promulgated from time to time by the California Uniform Public Construction Cost Accounting Commission.
4. That in the event the District undertakes a project which is subject to Public Contract Code section 22032(b), a notice inviting informal bids shall be mailed to all contractors on the qualified contractors list for the category of work being bid. If the product or service sought by the District is proprietary in nature such that it

can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

5. That the notice inviting informal bids shall describe the project in general terms and explain how to obtain more detailed information about the project, and state the time and place for the submission of informal bids.
6. That the District Superintendent or the Superintendent's designee is authorized to award informal contracts pursuant to this Resolution in accordance with Education Code section 17605.
7. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 4th day of May, 2020, by the following vote:

AYES:

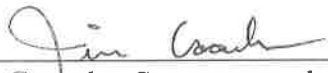
NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of May, 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of May, 2020.



Jim Coombs, Secretary to the Board of Trustees

"B" WARRANTS FOR BOARD APPROVAL ON:
May 4, 2020

"B" WARRANT DOCUMENTS : 1416 - 1672, 3101 - 3106

| |
|---------------------|
| 1,078,347.39 |
|---------------------|

THE FOLLOWING "B" WARRANT VOUCHERS ARE INCLUDED IN THE ABOVE SEQUENCE OF NUMBERS SUBMITTED FOR APPROVAL. ANY INTERRUPTIONS IN THE SEQUENCE ARE DUE TO THE VOUCHER BEING HELD FOR AUDIT BY LACOE AND RELEASED AT A LATER DATE. THE 3000s INDICATE A NUTRITION SERVICES PAYABLE.

| NO# | | AMOUNT |
|------|---|-----------|
| 1416 | REMEDIA PUBLICATIONS-SPEC ED, SUPPLIES | 71.95 |
| 1468 | PBK - MAYBROOK/ PAYMENT APPLICATION | 4,630.00 |
| 1469 | PBK - MAYBROOK/ PAYMENT APPLICATION | 452.04 |
| 1470 | PBK - MAYBROOK/ PAYMENT APPLICATION | 4,630.00 |
| 1471 | PBK - MAYBROOK/ PAYMENT APPLICATION | 13,890.00 |
| 1472 | PBK - MAYBROOK/ PAYMENT APPLICATION | 4,630.00 |
| 1473 | PBK - MAYBROOK/ PAYMENT APPLICATION | 43,985.00 |
| 1474 | PBK - MAYBROOK/ PAYMENT APPLICATION | 7,143.50 |
| 1475 | PBK - MAYBROOK/ PAYMENT APPLICATION | 21,430.50 |
| 1476 | PBK - MAYBROOK/ PAYMENT APPLICATION | 7,143.50 |
| 1477 | PBK - MAYBROOK/ PAYMENT APPLICATION | 75,006.75 |
| 1478 | PBK, OLITA, CONTRACT SVCS | 160.58 |
| 1480 | CPEN MEDIA-MACY, SUPPLIES | 167.00 |
| 1482 | JANICE JACOBSEN - CONTRACT SERVICES | 336.00 |
| 1506 | WALTERS WHOLESALE ELECTRIC - MAINTENANCE SUPPLIES | 711.76 |
| 1517 | BARCO PRODUCTS-OLITA, SUPPLIES | 3,200.00 |
| 1519 | C.A.S.H.-M&O, BUS SVC, REGISTRATION | 1,801.00 |
| 1534 | AERIES SOFTWARE-CURR, CONF REGISTRATION | 750.00 |
| 1536 | DECKER EQUIPMENT - CABINET KEYS/ MAYBROOK | 144.36 |
| 1537 | DIVISION OF STATE ARCHITECT - DSA FEES/ OLITA | 500.00 |
| 1538 | MJ EVANOFF-SUPT OFFC, PURCH REIMB | 98.56 |
| 1539 | KARI HEINRICH-SP EC, PURCHASE REIMBURSEMENTS | 27.70 |
| 1540 | SHERYL MCDONALD-CURR, PURCH REIMBURSEMENT | 41.83 |
| 1541 | HANCOCK PARK & DELONG, INC. - FACILITIES CONSULTING | 5,250.00 |
| 1542 | IMPERIAL BAND INSTRUMENTS-RS, SUPPLIES | 86.57 |
| 1543 | ORANGE CO. DEPT ED-SP ED, TUITION SVCS | 4,622.50 |
| 1544 | ADMINISTRATIVE CO-OP-CONTRACT SVCS | 23,260.44 |
| 1545 | LAKESHORE LEARNING MATERIALS-MG, RS, SUPPLIES | 413.97 |
| 1546 | OTC BRANDS, INC.-JO, SUPPLIES | 98.99 |
| 1547 | ORANGE COUNTY DEPT. OF ED. - SPECIAL CIR. BILLING | 1,265.38 |
| 1548 | LEARNING A-Z-OLITA/SP ED, SUPPLIES | 109.95 |
| | EARLY RETIREE REIMBURSEMENTS | |
| 1549 | DAWN AANDAHL | 525.39 |
| 1550 | BRENT ALLSMAN | 506.24 |
| 1551 | ELIZABETH KANESHIRO | 948.67 |
| 1552 | SHELLEY MARKER | 525.39 |
| 1553 | PENNY MAYERCHECK | 1,189.78 |
| 1554 | RONALD RANDOLPH | 630.56 |
| 1555 | GAYLE ROGERS | 245.78 |

| | | |
|------|---|------------|
| 1556 | CLAUDIA SCHALCHLIN | 525.39 |
| 1557 | EMILY WAKEFIELD | 525.39 |
| 1558 | HOLLY WOLFE | 525.39 |
| | | |
| 1559 | SOUTHERN CALIFORNIA GAS - UTILITIES | 308.38 |
| 1560 | AMERICAN FIDELITY- EMP. VOLUNTARY DEDUCTIONS | 7,131.60 |
| 1561 | SCHOOLS FIRST CREDIT UNION- EMP. VOLUNTARY DEDUCTIONS | 21,775.00 |
| 1562 | CREDIT UNION OF SO CAL- EMP. VOLUNTARY DEDUCTIONS | 2,887.80 |
| 1563 | TIME WARNER CABLE - UTILITIES | 916.47 |
| 1564 | SOUTHERN CALIFORNIA GAS - UTILITIES | 152.08 |
| 1565 | CITY OF LA HABRA WATER DEPT. - UTILITIES | 777.52 |
| 1566 | SOUTHERN CALIFORNIA EDISON - UTILITIES | 3,847.57 |
| 1567 | MCI A VERIZON CO. - UTILITIES | 9.88 |
| 1568 | FRONTIER COMMUNICATIONS - UTILITIES | 2,814.84 |
| 1569 | VERIZON WIRELESS - UTILITIES | 2,092.38 |
| 1570 | NCS PEARSON,INC.-MG, SUPPLIES | 2,719.58 |
| 1571 | LRP PUBLICATIONS - NEWSLETTER SUBSCRIPTIONS | 544.00 |
| 1573 | ADMINISTRATIVE CO-OP-CONTRACT SVCS | 13,519.00 |
| 1574 | SAFEGUARD -EL PORTAL, STUDENT TSHIRTS | 338.46 |
| 1575 | SCHOOL SERVICES OF CA-BUS SVCS, MAR 2020 CONTRACT SVC | 305.00 |
| 1577 | SPARKLETTS - RS/ WATER SERVICE | 196.47 |
| 1578 | SUPPORTING SUCCESS FOR CHILDREN-SP ED, SUPPLIES | 23.00 |
| 1579 | TARGET SPECIALTY-GROUNDS, SUPPLIES | 1,898.39 |
| 1580 | WHITTIER CHRISTIAN HS-FIELD TRIP BUS SERVICE | 2,557.50 |
| 1582 | LEARNINGCITY-OLITA, SUBSCRIPTION SVCS | 1,020.00 |
| 1585 | ABES PLUMBING INC. - REPAIR SERVICE | 500.00 |
| 1586 | ATKINSON, ANDELSON, LOYA, RUUD & ROMO - LEGAL SERVICE | 5,242.50 |
| 1587 | CDW GOVT-MACY, MEADOW GR-SUPPLIES | 570.87 |
| 1588 | CITY OF LA HABRA-FEES | 2,112.21 |
| 1589 | EDLIO, INC.-TECH, SUPPLIES | 2,183.56 |
| 1590 | ELITE MODULAR LEASING & SALES - CARPET | 26,520.00 |
| 1591 | SUPT. COOMBS-PURCHASE REIMBURSEMENTS | 70.60 |
| 1592 | CATHERINE WEISSMAN-BUS SVCS, CONF REIMB | 45.71 |
| 1593 | UNUM LIFE INSURANCE-PREMIUM | 542.73 |
| 1594 | LA HABRA FENCE CO. INC. - FENCE REPAIR | 1,655.00 |
| 1595 | PESI, INC. - VIRTUAL EVENT REGISTRATIONS | 2,035.32 |
| 1596 | ICS SERVICE CO-MAYBROOK, CONTRACT SVCS | 127,048.25 |
| 1597 | CALIF. PUBLIC EMPLOYEES RET. SYSTEM/ MED. INS. | 286,956.17 |
| 1598 | CALIF. PUBLIC EMPLOYEES RET. SYSTEM/ MED. INS. | 8,539.39 |
| 1599 | DELTA DENTAL- CERTIFICATED RETIREE VOL. PLAN | 1,753.72 |
| 1600 | TERRIS BARNES WALTER BOIGON-CONTRACT SVCS | 14,129.61 |
| 1601 | SENTRY SIGNS AND PRINTING - MG/ SUPPLIES | 1,346.85 |
| 1603 | VICTORIA ALVAREZ - CONTRACT SERVICES | 847.67 |
| 1604 | WHITTIER CHRISTIAN HS-FIELD TRIP BUS SERVICE | 3,132.50 |
| 1605 | DEBRA LEES - MAYBROOK/ CONTRACT SERVICES | 1,400.00 |
| 1606 | EDDIE MIJARES-RS, CONTRACT SVCS, MAR2020 | 625.00 |
| 1607 | MARY PENA-RS, CONTRACT SVCS-MAR2020 | 142.50 |
| 1608 | MATTHEW GALLEGOS-RS, CONTRACT SVCS- MAR2020 | 125.00 |

| | | |
|------|--|------------|
| 1609 | SHIRLEY TAYLOR-RS, CONTRACT SERVICES MAR2020 | 250.00 |
| 1610 | MELISSA OVERTON - DISTRICT, CONTRACT SVCS | 990.00 |
| 1611 | PEST OPTIONS - MONTHLY PEST SERVICE | 360.00 |
| 1612 | PLUMBING WHOLESALE OUTLET - MAINTENANCE | 511.83 |
| 1613 | UNITED REFRIGERATION - MAINTENANCE MATERIAL | 1,087.46 |
| 1614 | MCI A VERIZON CO. - MONTHLY SERVICE | 26.62 |
| 1615 | JIVE COMMUNICATIONS - MONTHLY SERVICE | 4,060.95 |
| 1616 | SOUTHERN CALIFORNIA GAS - MONTHLY UTILITIES | 116.37 |
| 1617 | CITY OF LA HABRA WATER DEPT. - MONTHLY UTILITIES | 3,224.52 |
| 1618 | SOUTHERN CALIFORNIA GAS - MONTHLY UTILITIES | 250.84 |
| 1619 | SUBURBAN WATER SYSTEMS - MONTHLY UTILITIES | 4,749.19 |
| 1620 | SOUTHERN CALIFORNIA EDISON - MONTHLY UTILITIES | 5,742.08 |
| 1621 | AMERICAN EXPRESS - MONTHLY CREDIT PURCHASES | 5,112.08 |
| 1622 | JIM COOMBS - SUPPLIES REIMBURSEMENT | 227.73 |
| 1623 | FRONTIER COMMUNICATIONS - MONTHLY SERVICES | 65.45 |
| 1624 | SUBURBAN WATER SYSTEMS - MONTHLY UTILITIES | 762.60 |
| 1625 | SOUTHERN CALIFORNIA EDISON - MONTHLY UTILITIES | 52.08 |
| 1626 | ACSA-VOLUNTARY DEDUCTIONS-APRIL 2020 | 323.15 |
| 1627 | CA ASSOCIATION OF SCHOOL PSYCH-DUES | 15.50 |
| 1628 | CSEA-VOLUNTARY DEDUCTIONS | 3,149.66 |
| 1629 | CA TEACHERS ASSOCIATION-VOLUNTARY DEDUCTIONS | 14,528.81 |
| 1630 | PACIFIC EDUCATORS-VOLUNTARY DEDUCTIONS | 77.00 |
| 1631 | UNITED WAY OF GREATER LA-VOL DEDUCTIONS | 10.00 |
| 1632 | AMERICAN FIDELITY ASSURANCE-VOL DEDUCTIONS | 18,002.14 |
| 1633 | PAUL LUNA- DISTRICT, CONTRACT SVCS | 1,000.00 |
| 1633 | THE STANDARD INS-VOLUNTARY DEDUCTIONS | 5,320.03 |
| 1634 | SPARKLETTS - RS/ WATER SERVICE | 2.99 |
| 1635 | THE HARTFORD-RETIREE PORT LIFE INS | 142.32 |
| 1641 | ELITE MODULAR LEASING & SALES - CONTRACT SVCS | 1,508.00 |
| 1642 | GHATODE BANNON ARCHITECTS-EL PORTAL, CONTRACT SVCS | 127,608.60 |
| 1643 | GHATODE BANNON ARCHITECTS-JORDAN, CONTRACT SVCS | 5,734.58 |
| 1645 | COMPLETE BUSINESS SVCS-MG, SUPPLIES | 1,143.29 |
| 1646 | ALAN MAO-TECH, PURCHASE REIMBURSEMENT | 293.54 |
| 1647 | ANDREA REYNOLDS-PURCHASE REIMBURSEMENT | 107.74 |
| 1648 | BEST LAWNMOWER-GROUNDS, SUPPLIES | 10.77 |
| 1649 | BUG FLIP - FOOD/ NUTRITION SERVICES | 75.00 |
| 1650 | GREEN'S SECURITY CENTERS-M/O, SUPPLIES | 53.58 |
| 1651 | JANE'S HARDWARE CO-M/O, SUPPLIES | 37.65 |
| 1652 | LOWE'S-M/O, SUPPLIES, MATERIALS | 163.57 |
| 1653 | PEST OPTIONS - MONTHLY PEST SERVICE | 150.00 |
| 1654 | SO CAL EDISON-OLITA, UTILITIES | 1,408.15 |
| 1655 | SUBURBAN WATER SYSTEMS - MONTHLY UTILITIES | 1,778.04 |
| 1656 | WARE DISPOSAL-DISTRICT WIDE-TRASH DISPOSAL SVCS | 2,641.07 |
| 1657 | DATA WORKS EDUC RESEARCH-CONTRACT SVCS | 3,485.00 |
| 1658 | EAST WHITTIER GLASS/MIRROR-JORDAN, WINDOW REPAIR | 405.72 |
| 1659 | SUPT. COOMBS-PURCHASE REIMBURSEMENTS | 133.93 |
| 1660 | EMILY MONTES-RS, PURCHASE REIMBURSEMENT | 195.26 |
| 1661 | LINDA TAKACS-RS, PURCHASE/CONF EXP REIMB | 597.94 |

LOWELL JOINT SCHOOL DISTRICT
EMPLOYER-EMPLOYEE RELATIONS/PERSONNEL REPORT 2019/20 #10

May 4, 2020

I. CERTIFICATED EMPLOYEES

There are no certificated updates to report at this time.

II. CLASSIFIED EMPLOYEES 5/4/20

A. MONTHLY – GENERAL FUND

| <u>NAME/ EMPLOYEE ID#</u> | <u>EFFECTIVE DATE</u> | <u>END DATE</u> | <u>RANGE/ STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------------|---------------------------|---------------------|------------------------|-------------|--|
| Bautista, Selah | 02/01/20 | | R23/S6 | DO | Fiscal Services Clerk/Performance Recognition Increase |
| Price, Chelle | 04/10/20 | | MGT 9/S8 + \$7,000 | DO | Director of Fiscal Services/Longevity Increase |
| Zappulla, John | 03/23/20 | | R22/S3 | DO | Systems Technician/Correction to date on EER #9 |

B. HOURLY – GENERAL FUND

| <u>NAME/ EMPLOYEE ID#</u> | <u>EFFECTIVE DATE</u> | <u>END DATE</u> | <u>RANGE/ STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------------|---------------------------|---------------------|------------------------|-------------|---|
| Jenkins, Shelley | 04/20/20 | | | MA | Instructional Assistant/Return from Unpaid Leave of Absence |
| LeonGuerrero, Robyn | 03/21/20 | | R20/S4 | MG | Library Media Technician/Range Correction to 03/02/20 |
| Price, Sarah | 04/06/20 | | | MG | Special Education Support Aide/Return from Baby Bonding Leave |

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Adoption of Personnel – Lactation Accommodation
Board Policies BP 4033

INFORMATION/
FIRST READING

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child.

2019/2020

1 BP 4033 Personnel – Lactation Accommodation

The new board policy is attached for a first reading.

Superintendent's Comment:

APPROVAL RECOMMENDED

V-A1-1



Lowell Joint School District

A Tradition of Excellence Since 1906

"Home of Scholars and Champions"



Lowell Joint School District Board Policy Lactation Accommodation

BP 4033

Personnel

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee who chooses to express breast milk for her infant child while at work.

The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.

The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.

Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.

Lactation accommodations may be denied only in limited circumstances in accordance with law.

Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12940 Discriminatory employment practices

12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1033 Lactation accommodation

CODE OF REGULATIONS, TITLE 2

11035-11049 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

FAIR EMPLOYMENT AND HOUSING COMMISSION DECISIONS

Department of Fair Employment and Housing v. Acosta Tacos (Chavez), FEHC Precedential Decision 09-03P, 2009

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Minimum Requirements of the California Lactation Accommodation Law

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS Fact

Sheet #3: Break Time for Nursing Mothers under the FLSA, rev. December 2010

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse>

California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children: <http://www.wicworks.ca.gov>

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

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions 07/11

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Adoption of Special Education Revised Administrative
Regulations and Board Policies AR 5144.2, AR & BP
6159, AR & BP 6159.2, AR & BP 6159.3, AR 6159.4,
AR & BP 6164.4, AR & BP 6164.5, AR & BP 6164.6

ACTION/
SECOND READING

SPECIAL EDUCATION BOARD POLICIES & ADMINISTRATIVE REGULATIONS
Special Education polices completed by the Lowell Joint Special Education Blue Ribbon Team

The District's Special Education Blue Ribbon Team, which consisted of General Education Teachers, Special Education Teachers, Speech and Language Specialists, School Psychologist, District Office Administrators, Orange County Department of Education Legal Counsel, SELPA Administration, Biola University Administrator, and the Superintendent of Schools, met as a committee to review our current practices in supporting all students and providing special education and related services. The Blue Ribbon Committee revised the following Board Policies and Administrative Regulations to reflect the state's legal and defensible practices.

2019/2020

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| 1 | AR 5144.2 | Suspension and Expulsion/Due Process (Students with Disabilities) |
| 2 | AR & BP 6159 | Individual Education Programs |
| 3 | AR & BP 6159.2 | Nonpublic, Nonsectarian School and Agency Services for Special Education |
| 4 | AR & BP 6159.3 | Appointment of Surrogate Parents for Special Education students |
| 5 | AR 6159.4 | Behavior Interventions for Special Education Students |
| 6 | AR & BP 6164.4 | Identification and Evaluation of Special Education Students |
| 7 | AR & BP 6164.5 | Student Success Teams |
| 8 | AR & BP 6164.6 | Identification and Education under Section 504. |

It is recommended that Special Education Revised Administrative Regulations and Board Policies AR 5144.2, AR & BP 6159, AR & BP 6159.2, AR & BP 6159.3, AR 6159.4, AR & BP 6164.4, AR & BP 6164.5, AR & BP 6164.6 be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED

V-B1-1



Lowell Joint School District

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AR 5144.2

Students

Suspension and Expulsion/Due Process (Students With Disabilities)

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.519.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances:

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date, the decision to take disciplinary action is made, the student's parents/guardians shall be immediately notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date of the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action.

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and the parent/guardian), shall review all relevant information in the student's file including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians to determine whether the conduct in question was either of the following:

- a. Caused by or had a direct and substantial relationship to the student's disability.
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies.

If the manifestation review team determines that either of the above conditions applies conduct shall be determined to be a manifestation of his/her disability.

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior.

The student shall be returned to the placement from which he/she was removed unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan.

Notification to Law Enforcement Authorities

Law enforcement notification requirement involving students with disabilities shall be the same as those specified for all students in AR 5144.1 – Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian.

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action.

Procedures for Students Not Yet Eligible for Special Education

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA if the district had knowledge that the student was disabled before the behavior occurred.

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred:

1. The parent/guardian, in writing, has expressed concern to supervisory or administrative district personnel or to a teacher of the students, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services—or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.



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AR 5144.2

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The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.519.

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances:

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

Suspension (continued)

- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If the removal has been determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur.

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation.

Interim Alternative Placement Due to Dangerous Behavior

A district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard as to whether the behavior is a manifestation of the student's disability, when he/she commits one of the following acts while at school, going to or from school, or at a school-related function:

1. Carries a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by the student's IEP team.

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504.

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date, the decision to take disciplinary action is made, the student's parents/guardians shall be immediately notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date of the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action.

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and the parent/guardian), shall review all relevant information in the student's file including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians to determine whether the conduct in question was either of the following:

- a. Caused by or had a direct and substantial relationship to the student's disability.
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies.

If the manifestation review team determines that either of the above conditions applies conduct shall be determined to be a manifestation of his/her disability.

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior.

The student shall be returned to the placement from which he/she was removed unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan.

Manifestation Determination (continued)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: If the manifestation determination review determines that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP.

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b).

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district initiates a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative setting pending the decision of the hearing officer or the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise.

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

The Board of Trustees' criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students.

Notification to Law Enforcement Authorities

Law enforcement notification requirement involving students with disabilities shall be the same as those specified for all students in AR 5144.1 – Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian.

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action.

Procedures for Students Not Yet Eligible for Special Education

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA if the district had knowledge that the student was disabled before the behavior occurred.

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred:

1. The parent/guardian, in writing, has expressed concern to supervisory or administrative district personnel or to a teacher of the students, that the student is in need of special education or related services
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student

However,–the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed the student to be evaluated for special education services or has refused services–or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

Procedures for Students Not Yet Eligible for Special Education (continued)

When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior.

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.



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AR 6159

Instruction

Individualized Education Program

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement designed by the IEP team to meet the unique educational needs of a student with a disability.

Members of the IEP Team

The IEP team for any student with a disability shall include at least the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by them.
2. If the student is or may be participating in the general education program, at least one general education teacher designated by the Superintendent or designee to represent the student's teachers. If more than one regular education teacher is providing instructional services to the student, the district may designate one such teacher to represent the others.

The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320.

3. At least one special education teacher or, where appropriate, the special education provider(s) for the student.
4. A representative of the district who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general curriculum.
 - c. Knowledgeable about the availability of district and/or Special Education Local Plan Area (SELPA) resources.

5. An individual who can interpret the instructional implications of assessment results. This individual may already be a member of the team as described in items #2-4 above or in item #6 below.
6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate.

The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability.

In the development, review, or revision of his/her IEP, the student shall be allowed to provide confidential input to any representative of his/her IEP team.

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech-language pathologist, or remedial reading teacher.

At least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in his/her learning environment, including in the general education classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings.
2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist him/her in reaching the goals as stated in Education Code 56345(a)(8), the following individuals shall be invited to attend:

- a. The student, regardless of his/her age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

- b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator (Early Start/Part C) or other representatives of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services.
9. In addition, any of the following may participate, as appropriate:
 - a. The program specialist, school psychologist, school nurse, school social worker, counselor, or other student services worker who has conducted an assessment of the student, when the assessment is significant to the development of the IEP
 - b. Any other person whose competence is needed because of the nature and extent of the student's disability

A member of the IEP team shall not be required to attend an IEP meeting, in whole or in part if the parent/guardian consents in writing and the district agrees that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the member's area of the curriculum or related services, the IEP team member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting.

Contents of the IEP

It shall include, but not be limited to, all of the following:

1. A statement of the present levels of the student's academic achievement, and functional performance, including:
 - a. The manner in which the student's disability affects his/her involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students).
 - b. For a preschool child, as appropriate, the manner in which the disability affects his/her participation in appropriate activities.
 - c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks, or short-term objectives.

2. A statement of measurable annual goals, including academic and functional goals, as well as benchmarks or short-term objectives designed to:
 - a. Meeting the student's needs that result from his/her disability in order to enable the student to be involved in and progress in the general education curriculum.
 - b. Meet each of the student's other educational needs that result from his/her disability.
3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards.
4. A statement of the specific special education instruction and related services and supplementary aids and services, based on peer-reviewed research if practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided for the student to:
 - a. Advance appropriately toward attaining the annual goals.
 - b. Be involved and progress in the general curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities.
 - c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP.
5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the general education class and in the extracurricular and other nonacademic activities described in the IEP
6. A statement of any appropriate individual accommodations/modifications necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments

If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment, the IEP shall also include a statement of the reason that he/she cannot participate in the regular assessment and the reason that the particular assessment selected is appropriate for him/her.
7. The projected date for the beginning of the services and accommodations/modifications described in item # 4 above and the anticipated frequency, location, and duration of those services and accommodations/modifications.

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter the following:
 - a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills.
 - b. The transition services, including courses of study, needed to assist the student in reaching those goals.

Where appropriate, the IEP shall also include:

1. For students in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards for graduation.
2. Linguistically appropriate goals, objectives, programs, and services for students whose primary language is not English.
3. Extended school year services when needed, as determined by the IEP team.
4. Provision for the transition into the general education program if the student is to be transferred from a special class or center, or nonpublic, nonsectarian school, into a general education program in a public school for any part of the school day, including descriptions of activities intended to:
 - a. Integrate the student into the general education program, including indications of the nature of each activity and the time spent on the activity each day or week.
 - b. Support the transition of the student from the special education program into the general education program.
5. Specialized services, materials, and equipment for students with low incidence disabilities, consistent with the guidelines of Education Code 56136

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted.

Any IEP required as a result of an assessment of the student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene.

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, shall be developed within 30 days after the commencement of the subsequent regular school year.

In developing the IEP, the IEP team shall consider the following:

1. The strengths of the student
2. The concerns of the parents/guardians for enhancing the education of their child
3. The results of the initial assessment or most recent assessment of the student
4. The academic, developmental, and functional needs of the student
5. In the case of a student whose behavior impedes his/her learning or that of others the use of positive behavioral interventions and supports and other strategies to address that behavior
6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP
7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This determination shall be based upon an evaluation of the student's reading and writing skills, his/her future needs for instruction in Braille or the use of Braille, and other appropriate reading and writing media.

8. The communication needs of the student, and in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and the full range of needs, including opportunities for direct instruction in the student's language and communication mode

The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, including the following:

9. Whether the student requires assistive technology devices and services

If in considering the special factors in items #1- 9 above, the IEP team determines that a student needs a particular device or service, including an intervention, accommodation or other program modification, in order to receive a free and appropriate public education (FAPE), the IEP team must include a statement to that effect in the student's IEP.

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible, following the development of the IEP, special education services, and related services are made available to the student in accordance with his/her IEP.

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP.

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually in order to:

1. Determine whether the annual goals for the student are being achieved.
2. Revise the IEP, as appropriate to address:
 - a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305(a)(2) and Education Code 56381(b)
 - d. The student's anticipated needs
 - e. Any other relevant matter
3. Consider the special factors listed in items #5-9 above under "Development of the IEP," when reviewing the IEP of any student with a disability to whom one of those factors may apply.

The IEP Team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP.

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall

notify the parent/guardian of the need for a written request and the procedure for filing such a request.

A general education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction and/or related services, the Superintendent or designee shall convene an IEP meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency, other than the district, fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service needs for the student set out in the IEP.

If a student with disabilities residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs.

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student.

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments.

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audiotape a meeting, and if the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meetings shall not be audio recorded.

Parents/guardians also have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if they believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights.
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed on time and place.

The Superintendent or designee shall send parents/guardians notices of IEP team that:

1. Indicate the purpose, time and location of the meeting
2. Indicate who will be in attendance at the meeting
3. Inform them of:
 - a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341(b)(6)
 - b. The provision of Education Code 56341(i) relating to the participation of the Infant and Toddler with Disabilities Coordinator at the initial IEP meeting, if the child Early Education for Individuals with Exceptional Needs or the California Early Intervention Services Act.

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parent/guardian shall include the following:

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student.
2. An indication that the student is invited to the IEP meeting
3. Identification of any other agency that will be invited to send a representative

At each IEP meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321.

The parent/guardian shall have the right and opportunity to examine all of his/her child's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting his/her child, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days.

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning.

If neither parent/guardian can attend the meeting, the Superintendent nor designee shall use other methods to ensure parent/guardian participation, including video conference, individual or conference telephone calls.

An IEP team meeting may be conducted without a parent/guardian in attendance if the district is unable to convince the parent/guardian that he/she should attend. In this case, the district shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including:

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any response received.
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits.

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English.

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of his/her child's IEP at no cost.

Instruction

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian pursuant to 20 USC 1414(a)(1). The district shall not provide services by utilizing the due process hearing procedures pursuant to 20 USC 1415(f) if the parent/guardian refuses to consent to the initiation of services. If the parent/guardian does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student.

If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415(f). While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise.

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student.

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services. In addition, the Superintendent or designee shall send a letter to the parent/guardian confirming the parent/guardian's decision to discontinue all services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including his/her IEP and the supporting documents related to the provision of special education services.

If the student transfers into the district from another school district within the same SELPA during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless his/her parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP. Within 30 days, the Superintendent or designee shall, in consultation with the student's parents/guardians, adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law.

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate.



Lowell Joint School District



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BP 6159

Instruction

Individualized Education Program

The Board of Trustees desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free, appropriate public education and be placed in the least restrictive environment that meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program team (IEP), the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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AR 6159.2

Instruction

Nonpublic, Nonsectarian School and Agency Services for Special Education

Master Contract

Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student.

Each master contract shall specify the general administrative and financial agreements for providing the special education and designated instruction and services, including student-teacher ratios, as well as transportation if specified in a student's individualized education program (IEP). The administrative provisions of the contract shall include procedures for recordkeeping and documentation, and the maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student. The contract may allow for partial or full-time attendance at the nonpublic, nonsectarian school.

The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress.

With the mutual agreement of the district and a nonpublic, nonsectarian school or agency, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in his/her individual services agreement.

Placement and Services

The Superintendent or designee shall develop an individual services agreement for each student to be placed in a nonpublic, nonsectarian school or agency based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the nonpublic, nonsectarian school services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP.

Placement and Services (continued)

The IEP team of a student placed in a nonpublic, nonsectarian school or agency shall annually review the student's IEP.

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in a nonpublic, nonsectarian school or agency.

Out-of-State Placements

Before contracting with a nonpublic, nonsectarian school or agency outside California, the Superintendent or designee shall document the district's efforts to find an appropriate program offered by a nonpublic, nonsectarian school or agency within California.

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the related costs, and the district's efforts to locate an appropriate public school or nonpublic, nonsectarian school or agency within California.

If the district decides to place a student with a nonpublic, nonsectarian school or agency outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California.

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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BP 6159.2

Instruction

Nonpublic, Nonsectarian School and Agency Services for Special Education

The Board of Trustees recognizes its responsibility to provide all district students, including students with disabilities, a free appropriate public education in accordance with the law. When the district is unable to provide direct, special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency to meet the students' needs.

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in a nonpublic, nonsectarian school or agency, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities in accordance with Education Code 56366. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any nonpublic, nonsectarian school with which the district has a contract to ensure that the school or agency's certification has not expired.

No district student shall be placed in a nonpublic, nonsectarian school or agency unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the nonpublic, nonsectarian school or agency placement is appropriate for the student. In accordance with the law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP.

During the period when any student with disabilities is placed in a nonpublic, nonsectarian school or agency, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in his/her IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

In accordance with Education Code 56366.2, the Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, 56366.3, and 56366.6.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District



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AR 6159.3

Instruction

Appointment of Surrogate Parent for Special Education Students

The Superintendent or designee shall appoint a surrogate parent to represent a student with disabilities under one or more of the following circumstances:

1. No parent/guardian for the student can be identified.
2. The district, after reasonable efforts, cannot discover the location of a parent or legal guardian of the student.
3. The student is adjudicated a dependent or ward of the court pursuant to Welfare and Institutions Code 300, 601 or 602, and all of the following conditions are satisfied:
 - a. The court has referred the student for special education and related services, or the student has a valid individualized education program (IEP)
 - b. The court has specifically limited the right of the parent/guardian to make educational decisions for his/her student
 - c. The student has no responsible adult to represent him or her per pursuant to Welfare and Institutions Code 361 or 726 or Education Code 56055
 - d. The student is an unaccompanied homeless youth not in the custody of a parent/guardian, as defined in 42 USC 11434a
4. The student has reached the age of majority but has been declared incompetent by a court of law

Appointment of Surrogate Parents

Upon a determination that a student needs a surrogate parent, the Superintendent or designee shall make reasonable efforts to ensure that the surrogate is appointed within 30 days.

When appointing a surrogate parent, the Superintendent or designee shall give first preference to a relative caretaker, foster parent, or court-appointed special advocate provided any of these individuals exists and is willing to serve. If none of these individuals is willing and/or able to act as a surrogate parent, the Superintendent or designee shall select the surrogate parent of his/her choice. If the student is moved from the home of the relative caretaker or foster parent who was appointed as the student's surrogate parent, the Superintendent or designee shall appoint another surrogate parent if a new appointment is necessary to ensure adequate representation of the student.

Instruction (continued)

The Superintendent or designee shall appoint another surrogate parent if a new appointment is necessary to ensure adequate representation of the student.

Surrogate parents shall have no vested interests that conflict with the student's educational interests and shall have knowledge and skills that ensure adequate representation of the student. If a conflict of interest arises after the appointment of a surrogate parent, the Superintendent or designee shall terminate the appointment and appoint another surrogate parent.

Duties of Surrogate Parent

The surrogate parent shall have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act. The surrogate parent may represent the student in all matters relating to the identification, assessment, instructional planning and development, educational placement, review, and revision of the IEP, and in other matters relating to the provision of a free and appropriate public education.

In addition, the representation of the surrogate parent shall include the provision of written consent to the IEP, including nonemergency medical services, mental health treatment services, and occupational or physical therapy services pursuant to Government Code 7570-7588. The surrogate parent may sign any consent relating to IEP purposes.

Surrogate parents shall volunteer their services to the district and serve without compensation. The district may reimburse them for mileage and other incidental expenses directly associated with their duties as surrogate parents.

Surrogate parents shall have access to the student's school records as necessary to fulfill their responsibilities as surrogate parents and in accordance with Board policy and administrative regulation.

Termination of Appointment

The Superintendent or designee shall terminate the appointment of a surrogate parent under the following conditions:

1. When the student is no longer in need of special education.
2. When the student reaches 18 years of age, unless he/she chooses not to make education decisions for himself/herself or is deemed by a court to be incompetent.
3. Another responsible adult is appointed to make educational decisions for the student.
4. The right of the parent/guardian to make educational decisions for the student is fully restored.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



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BP 6159.3

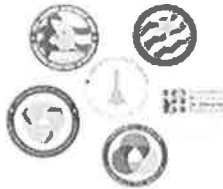
Instruction

Appointment of Surrogate Parent for Special Education Students

In order to protect the rights of students with disabilities, the Superintendent or designee shall appoint a surrogate parent to represent a child with disabilities as necessary in accordance with the law. He/she shall develop procedures for recruiting, training, and assigning adults to serve as surrogate parents.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020



Instruction

Behavioral Interventions for Special Education Students

Generally, any student identified as a student with a disability pursuant to the Individuals with Disabilities Education Act, 20 USC 1400-1482, is subject to the same disciplinary measures applicable to all students for violations of the code of conduct, except when the student's behavior is determined to be a manifestation of his/her disability.

However, when the behavior of a student with a disability impedes his/her learning or the learning of others, the student's individualized education program (IEP) team shall consider the use of positive behavioral interventions and supports and other strategies consistent with 20 USC 1414(d) to address the student's behavior.

If pursuant to a manifestation determination conducted as specified in 34 CFR 300.530, the student's behavior is determined to be a manifestation of his/her disability; the IEP team shall conduct a functional behavioral assessment (FBA) and implement a behavioral intervention plan (BIP) for the student. If a BIP is already in place for the student, the IEP team shall review and modify the BIP to address the student's behavior.

In addition, when the disciplinary removal of a student with a disability will result in a change in the student's placement as specified in 34 CFR 300.530, the student shall receive an FBA and behavioral intervention services and modifications designed to address the student's behavior so that it does not recur.

Functional Behavioral Assessment

Any FBA to be conducted for a student with a disability shall focus on identifying the function or purpose of the student's behavior.

Before any FBA is conducted, the Superintendent or designee shall notify the student's parent/guardian in accordance with Education Code 56321 and obtain the parent/guardian's consent.

If the parent/guardian disagrees with the result of an FBA, he/she has the right to obtain an independent educational evaluation at district expense, subject to the conditions specified in 34 CFR 300.502.

Instruction (continued)**Behavioral Intervention Plan and Services**

When a student for whom a BIP is to be developed is also the responsibility of another agency for residential care or related services, the Superintendent or designee shall cooperate with the other agency to ensure that the BIP, to the extent possible, is implemented in a consistent manner.

Behavior assessments and behavioral intervention services shall be provided only by individuals who possess the qualifications specified in Education Code 56525 or 5 CCR 3051.23.

The behavioral intervention plan shall become a part of the student's IEP and shall be sufficiently detailed so as to direct the plan's implementation.

A copy of the behavioral intervention plan shall be provided to the person or agency responsible for implementation in non-educational settings.

At intervals scheduled by the IEP team, the parent/guardian and others as appropriate shall evaluate the effectiveness of the behavioral intervention plan in accordance with the law. This review may be conducted in meetings, by telephone conference, or by other means, as agreed upon by the IEP team.

If the IEP team determines that changes in the behavioral intervention plan are necessary, the teacher and behavioral intervention case manager shall conduct additional functional analysis assessments and, based on the outcomes, propose changes to the plan.

The parent/guardian and the Superintendent or designee may make minor modifications without an IEP team meeting. The parent/guardian shall be notified of the need for modification and shall be able to review the existing program evaluation data prior to implementing the modification. Parents/guardians shall be informed of their right to question any modification to the plan through the IEP procedures.

The IEP team also may include in the plan contingency schedules for altering specified procedures, their frequency or their duration, without reconvening the IEP team.

Instruction (continued)
Emergency Interventions

Emergency interventions may be used only to control unpredictable, spontaneous behavior, which poses a clear and present danger of serious physical harm to the student or others and which cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency interventions shall not be used as a substitute for systematic behavioral intervention plans (BIP) that is designed to change, replace, modify, or eliminate a targeted behavior.

Only emergency interventions approved by the SELPA may be used. No emergency intervention shall be used for longer than is necessary to contain the behavior. For any situation that requires prolonged use of emergency intervention, staff shall seek the assistance of the principal or law enforcement agency, as applicable to the situation.

Emergency interventions shall not involve the use of force exceeding what is reasonable and necessary under the circumstances. In addition, the use of locked seclusion or a device, material, or objects that simultaneously immobilize all hands and feet shall not be allowed except as allowed by law.

Parents/guardians and, if appropriate, residential care providers shall be notified within one school day whenever emergency intervention is used, or serious property damage occurs. A behavior emergency report shall immediately be completed, kept in the student's file, and forwarded to the Superintendent or designee for review. This report shall include all of the following information:

1. The name and age of the student
2. The setting and location of the incident
3. The name of the staff or other persons involved
4. A description of the incident and the emergency intervention used
5. A statement of whether the student is currently engaged in a systematic behavioral intervention plan (BIP)
6. Details of any injuries sustained by students or others, including staff, as a result of the incident

If the behavior emergency report is for a student who does not have a behavioral intervention plan (BIP), the Superintendent or designee shall, within two days, schedule an IEP team meeting to review the emergency report, determine the necessity for a functional behavioral assessment (FBA), and determine the necessity for an interim behavioral intervention plan

Instruction (continued)

(BIP). The IEP team shall document the reasons for not conducting the FBA and/or not developing an interim plan.

If the behavior emergency report is for a student who has a behavioral intervention plan (BIP), any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective shall be referred to the IEP team. The IEP team shall review the incident and determine whether the student's plan needs to be modified.

The district prohibits the use of corporal punishment as defined in Education Code 49001 as an intervention. In addition, the district prohibits all of the following:

1. Any intervention designed or likely to cause physical pain, including, but not limited to, electric shock
2. Any intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances near the student's face
3. Any intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities
4. Any intervention that is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation or that can be expected to cause excessive emotional trauma
5. Any restrictive intervention that uses a device, material, or objects which simultaneously immobilize all hands and feet, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained staff as a limited emergency intervention
6. Locked seclusion, unless in a facility otherwise licensed or permitted by state law to use a locked room
7. Any intervention that precludes adequate supervision of the student
8. Any intervention that deprives the student of one or more of his/her senses

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AR 6164.4

Identification and Evaluation of Individuals for Special Education

Referrals for Special Education Services

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate.

All referrals from school staff for special education and related services shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect.

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 days, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days, unless the parent/guardian agrees in writing to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term.

The proposed assessment plan shall meet all of the following requirements:

1. Be in a language easily understood by the general public
2. Be provided in the primary language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of assessment to be conducted
4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent

Before conducting an initial assessment, the district shall provide the parent/ guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information:

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code 56341.

Identification and Evaluation of Individuals for Special Education (continued)

2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an assessment obtained by the district, he/she has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such assessment at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its assessment, or if its assessment procedures make it permissible to have an in-class observation of the student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding.

If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the district with respect to the provision of free, appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student.

5. The district may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment, but not at public expense.
6. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student.

Identification and Evaluation of Individuals for Special Education (continued)

Parent/Guardian Consent for Evaluation

Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the assessment. The assessment may begin as soon as informed parental consent is received by the district. The district shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services.

Informed parental consent means that the parent/guardian: (34 CFR 300.50

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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BP 6164.4

Instruction

Identification and Evaluation of Individuals for Special Education

The Board of Trustees recognizes the need to actively seek out and evaluate district residents from birth to age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

The Superintendent or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessments of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals. In addition, the Superintendent or designee shall consult with appropriate representatives of private school students with disabilities on how to identify, locate, and evaluate these students.

The district's identification procedures shall include methods for utilizing referrals from parents/guardians, teachers, appropriate professionals, and others, and shall be coordinated with school site procedures for referral of students whose needs cannot be met with modifications to the general instructional program.

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning the child. In addition, the Superintendent or designees shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals who need special education services.

Regulation Approved: March 23, 1987

Regulation Revised: September 26, 2005; February 27, 2006; June 8, 2020



Lowell Joint School District

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AR 6164.5

Instruction

Team Membership

Members of individual student success teams may include:

1. The principal or designee
2. One or more of the student's classroom teachers and/or former teachers
3. The student's parents/guardians
4. The student if appropriate
5. Resource personnel or specialists, such as a school counselor, psychologist, nurse, outreach consultant, special education resource person, categorically funded staff person, speech and language specialist, foster youth liaison, social worker, probation officer, community resource representative, mental health worker or other person relevant to the student's situation

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings
3. Consult with appropriate school or district resource personnel
4. Coordinate the collection of any additional background information necessary to inform team members about the student's strengths and needs
5. Coordinate the preparation of the student and parents/guardians for the meeting
6. Facilitate the team meetings
7. Coordinate the monitoring of the student's progress and scheduling of follow-up meetings as needed.

Regulation Approved: June 8, 2020



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BP 6164.5

Instruction

Student Study Teams

The Board of Trustees encourages the collaboration of the parents/guardians, teachers, resource personnel, and administrators evaluating the strengths and needs of students having academic, attendance, or behavioral difficulties and in identifying strategies and programs that may assist the students. The Superintendent or designee shall develop procedures for establishing student study teams that address individual student needs.

The Superintendent or designee shall establish a process for initiating referrals of the student to the student success team.

Each student success team shall develop intervention strategies to assist the student. Such strategies may include changes in instructional methods, recommendation of supplemental educational services, parent involvement strategies, behavioral interventions, discipline referrals to other agencies or resources, and/or other appropriate interventions.

Policy Adopted: March 23, 1987

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AR 6164.6

Identification and Education Under Section 504

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973:

Position / Title

Address

Telephone Number

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE) means the provision of general or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his/her parent/guardian except when a fee is specifically authorized by law for all students.

A student with a disability means a student who has a physical or mental impairment which substantially limits one or more major life activities.

Physical impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine.

Mental impairment means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability.

Identification and Education Under Section 504 (continued)

Substantially limits major life activities means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. Major life activities also include major bodily functions such as functions of the immune system, special sense organs, and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

Referral and Identification Procedures

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent/guardian, teacher, other school employee, student success team, or community agency may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.
2. Upon receipt of any such referral, the principal, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and non-academic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his/her initial placement.

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

Referral and Identification Procedures (continued)

4. The district's evaluation procedures shall ensure that the tests and other evaluation materials:
 - a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers
 - b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient
 - c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his/her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multidisciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

The 504 teams shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options.

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34.

2. If upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of general or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

Section 504 Services Plan and Placement (continued)

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the general educational environment unless the district can demonstrate that the education of the student in the general educational environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs.
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame. The district shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.
6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s), and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The 504 teams shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement

Procedural Safeguards

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate.

If a parent/guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue, and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, or if the parent/guardian did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
 - a. The specific nature of the decision with which he/she disagrees
 - b. The specific relief he/she seeks
 - c. Any other information he/she believes is pertinent to resolving the disagreement
2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.
3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties. The Superintendent or designee shall represent the district at this hearing

Procedural Safeguards (continued)

4. The parties to the hearing shall be afforded the right to:
 - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504
 - b. Present written and oral evidence
 - c. Question and cross-examine witnesses
 - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.



Lowell Joint School District

A Tradition of Excellence Since 1906

"Home of Scholars and Champions"



BP 6164.6

Instruction

Identification and Education Under Section 504

The Board of Trustees believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met.

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities.

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board.

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with the law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Policy Adopted: March 23, 1987

Policy Revised: September 26, 2005; February 27, 2006; June 8, 2020

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of a Subsequent Variable Term Waiver for Patricia K. Jacobsen Assigned to Principal at Macy Elementary School for the 2020-2021 School Year ACTION

The Lowell Joint School District is experiencing difficulty hiring fully credentialed administrators with the skill set necessary to be successful in meeting the unique needs of the Macy Elementary school site. All candidates have been screened, in addition, subsequent variable term waivers are also supported by the Superintendent. Subsequent. Subsequent variable term waivers are approved under conditions such as COVID-19 where the credentialed employee did not have access to complete the requirements of a credential or internship due to the closures of test site(s) and colleges.

It is recommended that Lowell Joint School District approve a subsequent variable term waiver for Patricia K. Jacobsen who is assigned to Principal at Macy Elementary School for the 2020-2021 school year, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Amended Resolution 2019-20 No. 778 to Correct the
Scope of Work on the Lease-Leaseback Agreement
with Erickson Hall Construction Company by
Removing Fire Alarm Scope at Olita Elementary
School

ACTION/
(RESOLUTION)

At the April 6, 2020 Board meeting, the Board of Trustees took action to approve Resolution 2019-20 No. 778 for the Lease-Leaseback contract with Erickson Hall Construction Company (EH) for the HVAC, Roof Replacement, Fire Alarm, ADA, and Related Work at Olita Elementary School.

The scope listed is consistent with the work EH will perform throughout the District in the three schools they were awarded. However, the Olita project does not include the Fire Alarm portion. This amended resolution will remove the fire alarm scope from the contract.

It is recommended that the Board approve Amended Resolution 2019-20 No. 778 to correct the scope of work on the Lease-Leaseback contract with Erickson Hall Construction Company by removing the fire alarm scope at Olita Elementary School be approved, and that the Superintendent or designee be authorized to execute the resolution.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

AMENDED RESOLUTION NO. 778

**AMENDED RESOLUTION 2019-20 No. 778 OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE
COUNTIES, CALIFORNIA, APPROVING THE GUARANTEED MAXIMUM PRICE
FOR THE LEASE-LEASEBACK CONTRACT WITH ERICKSON-HALL
CONSTRUCTION CO. FOR THE HVAC, ROOF REPLACEMENT, FIRE ALARM,
ADA, AND RELATED WORK AT OLITA ELEMENTARY SCHOOL**

WHEREAS, as set forth in Resolution No. 766, the governing Board of Education (“Board”) for the Lowell School District (“District”) approved the selection of Erickson-Hall Construction Co. (“Contractor”) as the lease-leaseback contractor for several projects including the HVAC, Roof Replacement, Fire Alarm, ADA, and Related Work at Olita Elementary School (“Project”);

WHEREAS, Contractor has provided the District with objectively verifiable information of its costs to perform the services requested in the lease-leaseback contract for the Project;

WHEREAS, the Contractor has completed all required preconstruction services for the Project pursuant to the Pre-Construction Services Agreement entered into with the District;

WHEREAS, the Contractor has selected subcontractors for the Project not identified in its proposal pursuant to Education Code section 17406(a)(4);

WHEREAS, the plans and specifications for the Project have been approved by the Division of the State Architect; and

WHEREAS, the Contractor has provided the District with written rationale for the Guaranteed Maximum Price (“GMP”) for the Project and provided documentation sufficient to support the GMP.

WHEREAS, THE Contractor and the District have executed a Construction Services Agreement containing Fire Alarm work as part of the title in the Construction Services Agreement, this amendment to the Construction Services Agreement will serve to delete the referenced Fire Alarm scope of work which is not a part of the Construction Services Agreement. The (“GMP”) and all other aspects for the project and the Construction Services Agreement remain the same as originally approved by the Board of Trustees.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LOWELL JOINT SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Approval of Guaranteed Maximum Price. Pursuant to Education Code section 17406(a)(3), the District's Board hereby approves the GMP for the Project in the amount of \$4,526,349.00, inclusive of all contingencies and allowances.

Section 3. Effective Date. This Amended Resolution No. 778 shall take effect upon adoption.

APPROVED AND ADOPTED this 8th day of June, 2020, by the following vote of the members of the Governing Board of the Lowell Joint School District.

AYES:

NOES:

ABSTAIN:

ABSENT:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing amended resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8th day of June, 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 8th day of June, 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Agreement with American Integrated Resources, Inc. for
Abatement and Demolition on the El Portal Elementary
Roofing Project, Bid #1920-03

ACTION/
RATIFICATION

Advertisements for the abatement and demolition portions of the El Portal Elementary School Roofing Project, (Bid #1920-03), were placed in the Whittier Daily New and in the trade journal. Two bids were received on May 21, 2020. This Board agenda item recommends approval of an agreement with American Integrated Resources, Inc.

| Contractor | Bid |
|-------------------------------------|--------------|
| American Integrated Resources, Inc. | \$268,450.00 |
| KML | \$108,925.40 |

American Integrated Resources, Inc. submitted the lowest responsive and responsible base bid. Reference checks verified that the selected bidder is both responsive and responsible.

Funding for the El Portal Elementary Roofing project will come from Measure LL, Fund 21 - General Obligation Bond, 2018 Election.

It is recommended that an agreement with American Integrated Resources, Inc. for the abatement and demolition portions of the El Portal Elementary Roofing project (1920-03) be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Agreement with Core Contracting, Inc. for Structural
and Rough Carpentry on the El Portal Elementary
Roofing Project, Bid #1920-03

ACTION/
(RATIFICATION)

Advertisements for the structural and rough carpentry portions of the El Portal Elementary School Roofing Project, (Bid #1920-03), were placed in the Whittier Daily New and in the trade journal. One bid was received on May 21, 2020. This Board agenda item recommends approval of an agreement with Core Contracting, Inc.

| Contractor | Bid |
|------------------------|-----------|
| Core Contracting, Inc. | \$537,845 |

Core Contracting, Inc., Inc. submitted the lowest responsive and responsible base bid. Although Core Contracting, Inc. submitted the only bid, previous experience with this contractor along with reference checks verified that the selected bidder is both responsive and responsible. The bid price was in line with the projected pricing estimated with District consultants and industry professionals.

Funding for the El Portal Elementary Roofing project will come from Measure LL, Fund 21 - General Obligation Bond, 2018 Election.

It is recommended that an agreement with Core Contracting, Inc. for the structural and rough carpentry portions of the El Portal Elementary Roofing project (1920-03) be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

X-C1-1

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Agreement with RDM Electric Co., Inc. for Electrical
and Low Voltage on the El Portal Elementary
Roofing Project, Bid #1920-03

ACTION/
(RATIFICATION)

Advertisements for the electrical and low voltage portions of the El Portal Elementary School Roofing Project, (Bid #1920-03), were placed in the Whittier Daily New and in the trade journal. Two bids were received on May 21, 2020. This Board agenda item recommends approval of an agreement with RDM Electric Co., Inc.

| Contractor | Bid |
|------------------------|-----------|
| RDM Electric Co., Inc. | \$405,000 |
| JAM Corporation | \$682,000 |

RDM Electric Co., Inc. submitted the lowest responsive and responsible base bid. Reference checks verified that the selected bidder is both responsive and responsible.

Funding for the El Portal Elementary Roofing project will come from Measure LL, Fund 21 - General Obligation Bond, 2018 Election.

It is recommended that an agreement with RDM Electric Co., Inc. for the electrical and low voltage portions of the El Portal Elementary Roofing project (1920-03) be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Rejection of Non-Responsive Abatement and
Demolition bid from KML for Bid #1920-03

ACTION

Advertisements for the abatement and demolition portions of the El Portal Elementary School Roofing Project, (Bid #1920-03), were placed in the Whittier Daily New and in the trade journal. Two bids were received on May 21, 2020.

It is in the best interest of the District to reject the bid from KML at this time. The bid did not include the entire scope of the project.

It is recommended that the Board reject the bid from KML for the abatement and demolition portions of the El Portal Elementary School Roofing Project, (Bid #1920-03), and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of MVC, dba Moreno Valley Construction,
Inc. Administrative Change Order for the Maybrook
Interim Housing Project

ACTION/
(RATIFICATION)

During the bidding process for the Maybrook Interim Housing project, Bid Package #1 for Demolition and Grading was awarded to MVC, (dba Moreno Valley Construction) for \$159,000 as the lowest responsive and responsible bidder. The next lowest bidder was Post Earthworks, Inc. with a bid of \$274,000. In a recent review of the bid documents, it was discovered that MVC had acknowledged an allowance of \$45,000 in error. The \$45,000 allowance was never incorporated into their schedule of values. This action is to administratively acknowledge the error and that MVC never had the \$45,000 incorporated into their bid. This Change Order is administrative in nature only and has no fiscal impact on the contract, purchase order or General Obligation Bond. We are acknowledging this error for audit and transparency compliance purposes.

It is recommended that MVC, (dba Moreno Valley Construction) Contracting, Inc. administrative change order for the Maybrook Interim Housing Project be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Public Hearing for California Environmental Quality Act (CEQA) Notice of Exemption at Olita Elementary School Project PUBLIC HEARING/
INFORMATION

As the District approaches the Olita Elementary School construction project, it is suggested that the District file a California Environmental Quality Act (CEQA) Notice of Exemption (NOE) with the County records department as part of community outreach and notification process. A NOE indicates that the District has determined there is little or no environmental impact as the result of the project.

The District will file a Notice of Exemption with the Orange County recorder which will be published at their discretion. We will also post a Legal Notice of Public Hearing in the Whittier Daily News relating to the construction work occurring at Olita Elementary School.

The NOE reads in part:

- Class 1 consists of the operation, repair, permitting, leasing, or minor alterations of existing public structures, mechanical equipment or topographical features, involving little or no expansion of use

The Notice of Public Hearing allows the public to speak and describes notification that the project may consist of some of the work described in the NOE above.

Superintendent's Comment:

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of Agreement with Adams Silva & McNally LLP to provide legal services as required for the 2020/2021 school year. ACTION/
(RATIFICATION)

The District is entering into an agreement with Adams Silva & McNally LLP to provide legal services as required for the 2020/2021 school year.

The rates for this agreement are as follows:

| | |
|---------------------------------------|------------------------------|
| Partner / Senior Counsel / Of Counsel | \$250.00 – \$285.00 per hour |
| Associate | \$225.00 - \$240.00 per hour |
| Paralegal / Law Clerk | \$135.00 - \$160.00 per hour |

It is recommended that the agreement with Adams Silva & McNally LLP for legal services from July 1, 2020, through June 30, 2021, be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED

X-A1-1

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of Memorandum of Understanding between Lowell Joint School District and Azusa Pacific University, effective July 1, 2020 through June 30, 2025 ACTION

The Lowell Joint Governing Board of Trustees may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service.

This agreement is at no cost to the District and either Party may terminate this agreement upon thirty (30) days written notice.

It is recommended that the Memorandum of Understanding between Azusa Pacific and Lowell Joint School District for the period of July 1, 2020 through June 30, 2025 be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of Memorandum of Understanding with the Lowell Joint Education Association to address bargaining unit member working conditions and district operations during COVID-19 emergency response and school closures

ACTION/
(RATIFICATION)

The Lowell Joint Education Association (LJEA) and the District reached a Memorandum of Understanding regarding unit member working conditions and district operations during the COVID-19 emergency response and school closures.

1. The District has determined that due to the COVID-19 emergency, schools will be closed beginning March 16, 2020. While the anticipated date to reopen schools and resume normal district operations is May 11, 2020, the parties understand this date may change as the COVID-19 emergency response continues to evolve.
2. During school closures, the District will be utilizing a distance learning model that includes take home packets/assignments and/or online instruction. Per the District's March 19, 2020 memo to all bargaining unit members, during this time and considering the current COVID-19 emergency, the District trusts bargaining unit members remain committed to continued student learning and approach distance learning as professionals.
3. Bargaining unit members may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Bargaining unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
4. Considering the personal challenges presented by the COVID-19 pandemic (e.g., member's own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure.
5. Bargaining unit members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students. Each staff member has a USD email address provided.
6. Bargaining unit members may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning.
7. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).
8. If needed, bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually.
9. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.
10. Bargaining unit members will be notified by email and phone of any decisions to extend school closures.
11. During the current COVID-19 emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits.

Superintendent's Comment:

APPROVAL RECOMMENDED.

12. There may be occasions where bargaining unit members may be directed or required to report to the district while the schools are closed to students. If so, while on campus, bargaining unit members should adhere to all state, county, and city public health requirements and social distancing norms, including maintaining six feet apart between individuals.
13. In the event a bargaining unit member needs to access their class or office during the closure, they may do so. While on campus, bargaining unit members should adhere to all state, county, and city public health requirements and social distancing norms, including maintaining six feet apart between individuals
14. In the event observations of bargaining unit members currently subject to evaluation, as defined in Article 19, Section C, of the collective bargaining agreement, were completed prior to March 16th, the bargaining unit member may elect to complete the evaluation or postpone the entire process and restart it next school year. Should the bargaining unit member choose to complete the evaluation, the evaluator shall arrange a mutual time to conduct the evaluation conference, in accordance with Article 19, Section F, and review the final official summative evaluation report with the unit member remotely via phone or over the web. The final official summative evaluation report shall be due to the unit member via email by May 1st, in accordance with Article 19, Section H.b and H.2.c.
In the case of bargaining unit members currently subject to evaluation, who have not yet had two (2) observations, as defined in Article 19, Section C, of the collective bargaining agreement, such observations and evaluation shall be postponed to the 2020-2021 school year.
15. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and UEA.
16. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
17. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
18. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties. The parties understand this situation is fluid and that UEA reserves the right to negotiate any additional impacts of the COVID-19 emergency response to the 2019-20 academic year.
19. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.
20. The parties understand the District will exercise discretion during this emergency in a way it deems is best for students, staff and the community. Actions by the District cannot be fully contemplated by this Agreement. If the District makes changes to matters within the scope of representations, the District agrees to notify the Association of such changes and negotiate with the Association as soon as practical. Unless mutually agreed to by the parties, this Memorandum of Understanding shall expire on May 30, 2020.

It is recommended that the Memorandum of Understanding with the Lowell Joint Education Association to address working conditions and district operations during COVID-19 emergency response and school closures be approved, and the Superintendent or designee be authorized to execute the necessary documents

Attachment

LJSD-LJEA
Memorandum of Understanding
COVID-19 Emergency Crises

This Memorandum of Understanding ("Agreement") is made by and between the Lowell Joint School District ("District") and the Lowell Joint Education Association ("LJEA"). Where appropriate, the District and LJEA will collectively be referred to as the "parties." The purpose of this Memorandum of Understanding is to address bargaining unit member working conditions and district operations during the COVID-19 emergency response and school closures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable considerations, the Parties agree as follows:

TERMS

1. The District has determined that due to the COVID-19 emergency, schools will be closed beginning March 16, 2020. While the anticipated date to reopen schools and resume normal district operations is May 11, 2020, the parties understand this date may change as the COVID-19 emergency response continues to evolve.
2. During school closures, the District will be utilizing a distance learning model that includes take home packets/assignments and/or online instruction. Per the District's March 19, 2020 memo to all bargaining unit members, during this time and considering the current COVID-19 emergency, the District trusts bargaining unit members remain committed to continued student learning and approach distance learning as professionals.
3. Bargaining unit members may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Bargaining unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
4. Considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure.
5. Bargaining unit members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students. Each staff member has a LJSD email address provided.
6. Bargaining unit members may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning.
7. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).

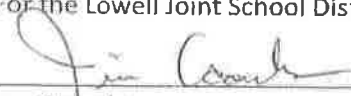
8. If needed, bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually.
9. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.
10. Bargaining unit members will be notified by email and phone of any decisions to extend school closures.
11. During the current COVID-19 emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits.
12. There may be occasions where bargaining unit members may be directed or required to report to the district while the schools are closed to students. If so, while on campus, bargaining unit members should adhere to all state, county, and city public health requirements and social distancing norms, including maintaining six feet apart between individuals.
13. In the event a bargaining unit member needs to access their class or office during the closure, they may do so. While on campus, bargaining unit members should adhere to all state, county, and city public health requirements and social distancing norms, including maintaining six feet apart between individuals.
14. In the event observations of bargaining unit members currently subject to evaluation, as defined in Article 19, Section C, of the collective bargaining agreement, were completed prior to March 16th, the bargaining unit member may elect to complete the evaluation or postpone the entire process and restart it next school year. Should the bargaining unit member choose to complete the evaluation, the evaluator shall arrange a mutual time to conduct the evaluation conference, in accordance with Article 19, Section F, and review the final official summative evaluation report with the unit member remotely via phone or over the web. The final official summative evaluation report shall be due to the unit member via email by May 1st, in accordance with Article 19, Section H.1.b and H.2.c.

In the case of bargaining unit members currently subject to evaluation, who have not yet had two (2) observations, as defined in Article 19, Section C, of the collective bargaining agreement, such observations and evaluation shall be postponed to the 2020-2021 school year.

15. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and LJA.
16. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

17. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
18. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties. The parties understand this situation is fluid and that LJEA reserves the right to negotiate any additional impacts of the COVID-19 emergency response to the 2019-20 academic year.
19. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.
20. The parties understand the District will exercise discretion during this emergency in a way it deems is best for students, staff and the community. Actions by the District cannot be fully contemplated by this Agreement. If the District makes changes to matters within the scope of representations, the District agrees to notify the Association of such changes and negotiate with the Association as soon as practical. Unless mutually agreed to by the parties, this Memorandum of Understanding shall expire on May 30, 2020.

For the Lowell Joint School District:




Jim Coombs
Superintendent

5-1-2020

Date

For Lowell Joint Education Association:



Allison Fonti
President

4-29-2020

Date

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval to Pay the California School Boards Association ACTION
Membership for the 2020/21 School Year

CSBA provides a sophisticated level of advocacy and policy analysis on behalf of public education and children. Serving as a unified voice for school districts and county offices of education, CSBA fosters effective relationships with the Legislature, the Governor's office, Constitutional officers, Congress, the White House, administrative agencies, and educational organizations. CSBA's respected analyses of critical education issues are widely read and used by board members, superintendents, and state and national leaders.

CSBA also provides educational opportunities for board members and superintendents on critical issues. Continuing professional development is essential to the ability of the governance team to serve effectively as education leaders in their local communities. Through local, regional and statewide workshops and conferences, CSBA provides board members and superintendents opportunities to enhance their governance skills, expand their knowledge, exchange ideas and discuss important issues.

It is recommended that Lowell Joint School District join the California School Boards Association for the 2020/21 school year at membership cost totaling \$7,777 be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval to Pay the La Habra Chamber of Commerce ACTION
Annual Membership for the 2020/21 School Year

There is a need to approve the La Habra Chamber of Commerce Annual Membership dues for the 2020/21 school year in the amount of \$350.00.

The La Habra Chamber of Commerce promotes and develops the economic, cultural, and civic welfare of La Habra.

It is recommended that the invoice for membership dues totaling \$350.00 for the 2020/21 school year for the La Habra Chamber of Commerce be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval to Pay the Whittier Area Chamber of Commerce Annual Membership for the 2020/21 School Year ACTION

There is a need to approve the Whittier Area Chamber of Commerce Annual Membership dues for the 2020/21 school year in the amount of \$370.00.

The Whittier Area Chamber of Commerce promotes and develops the economic, cultural, and civic welfare of Whittier.

It is recommended that the invoice for membership dues totaling \$370.00 for the 2020/21 school year for the Whittier Area Chamber of Commerce be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Purchase Order Report 2019/20 #11

ACTION/
(RATIFICATION)

In accordance with the law, Purchase Order Report 2019/20 #11 is recommended for approval. The report lists all purchase orders issued April 24, 2020, through May 27, 2020.

AR:md

Attachment

Superintendent's Comment:

APPROVAL RECOMMENDED.

X-B1-1

PURCHASE ORDERS FOR BOARD APPROVAL
June 8, 2020

| NO# | VENDOR | DESCRIPTION | AMOUNT |
|------------|---|---|------------------------|
| 85849 | MOBYMAX | CLASSROOM LICENSES - 5/1/2020-8/1/2021 | \$ 4,995.00 |
| 85850 | EFRAIN SANCHEZ | JORDAN-GRAPHIC DESIGNER CONTRACT SVCS | \$ 200.00 |
| 85851 | CINTAS | MOBI - CONTACTLESS THERMOMETERS | \$ 2,686.00 |
| 85852 | DEBBIE NEEDHAM | REIMBURSEMENT -LEARNING A-Z HEADSPROUT LICENSES | \$ 1,559.60 |
| 85853 | SENTRY SIGNS AND PRINTING | JORDAN-COMMUNITY BANNER | \$ 350.40 |
| 85854 | SAN GABRIEL VALLEY NEWS | NEWSPAPER AD-DEVELOPER FEE INCREASE/NOTICE OF PUBLIC HEAR | \$ 776.00 |
| 85855 | DECKER SCHOOL FIX | CHAIR FEET | \$ 244.56 |
| 85856 | SOUTHWEST SCHOOL SUPPLY | WHITE BOARD KITS FOR MAYBROOK | \$ 204.70 |
| 85857 | TARGET SPECIALTY PRODUCTS | LIFELINE CHEMICAL SUPPLIES-GROUNDS | \$ 209.34 |
| 85858 | DECKER SCHOOL FIX | CHAIR DOLLY | \$ 144.35 |
| 85859 | ABES PLUMBING | PLUMBING-SINK DRAIN-MACY | \$ 500.00 |
| 85860 | ERICKSON-HALL CONSTRUCTION | CONSTRUCTION MANAGEMENT SVCS-OLITA | \$ 4,526,349.00 |
| 85861 | MYSTERY SCIENCE, INC. | RENEW LICENSE 2020-21 | \$ 999.00 |
| 85862 | HOUGHTON MIFFLIN HARCOURT | READ 180 UNIVERSAL UPGRADE AND TRANSITION-1 YEAR | \$ 26,855.02 |
| 85863 | SALAZAR SURVEYING, INC. | GROUND SURVEY MEASUREMENTS-JORDAN | \$ 19,550.00 |
| 85864 | UTIL-LOCATE | UTILITY LINE LOCATING, FIELD MAPPING &AUTOCAD-JORDAN | \$ 12,800.00 |
| 85865 | SENTRY SIGNS AND PRINTING | DISTRICT-SIGNS, BANNERS | \$ 636.20 |
| 85866 | SENTRY SIGNS AND PRINTING | DISTRICT-YARD SIGNS FOR ALL STAFF | \$ 2,628.00 |
| 85867 | ACTENVIRO | COLLECTION OF HAZMAT WASTE | \$ 2,673.91 |
| 85868 | DAILY JOURNAL | ANNUAL BUDGET PUBLICATION | \$ 250.00 |
| 85869 | ILLUMINATE EDUCATION | 2020-21 ANNUAL RENEWAL | \$ 18,882.00 |
| 85870 | NICKY'S FOLDERS | 2020/21 JORDAN- FOLDERS | \$ 610.00 |
| 85871 | SENTRY SIGNS AND PRINTING | YARD SIGNS-ADDTL ORDER QTY 360 | \$ 525.60 |
| 85872 | SENTRY SIGNS AND PRINTING | MASKS W/ CUSTOM LOGO- QTY 600 | \$ 3,285.00 |
| 85873 | SCHOOL DATEBOOKS | STUDENT AGENDAS-20/21 | \$ 874.87 |
| 85874 | ANYWHERE CARS | CABLE CLIPS | \$ 613.20 |
| 85875 | PLEDGE STAR | BOOTCAMP FEE | \$ 928.76 |
| 85876 | APPLIED BEST PRACTICES dba FELDMAN ROLAPP | CONSULTANT SVCS FEE/REIMBURSABLE CHARGE | \$ 2,400.00 |
| 85877 | ABES PLUMBING | WATER HEATER-MACY | \$ 6,700.00 |
| | | | |
| | | | |
| | | <i>Respectfully Submitted,</i> | |
| | | | \$ 4,639,430.51 |

Jim Coombs

Superintendent of Schools

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Warrant Listing Report 2019/20 #11

ACTION/
(RATIFICATION)

The Warrant Listing Report 2019/20 #11 is recommended for approval. The report lists all warrants issued April 23, 2020, through May 22, 2020.

AR:md

Attachment

Superintendent's Comment:

APPROVAL RECOMMENDED.

X-B2-1

"B" WARRANTS FOR BOARD APPROVAL ON:
June 8, 2020

"B" WARRANT DOCUMENTS : 1638 - 1823, 3107 - 3116

| |
|---------------------|
| 1,416,403.90 |
|---------------------|

THE FOLLOWING "B" WARRANT VOUCHERS ARE INCLUDED IN THE ABOVE SEQUENCE OF NUMBERS SUBMITTED FOR APPROVAL. ANY INTERRUPTIONS IN THE SEQUENCE ARE DUE TO THE VOUCHER BEING HELD FOR AUDIT BY LACOE AND RELEASED AT A LATER DATE. THE 3000s INDICATE A NUTRITION SERVICES PAYABLE.

| NO# | | AMOUNT |
|------|--|------------|
| 1638 | QUADIENT FINANCE USA-DISTRICT POSTAGE/SUPPLIES | 238.70 |
| 1639 | CA DEPT. OF TAX & FEE-Q1 SALES TAX FILING | 895.00 |
| 1640 | EILEEN RUSSELL-OLITA, CONTRACT SVCS | 300.00 |
| 1670 | NIGRO & NIGRO-LEGAL SVCS | 11,700.00 |
| 1673 | SO CAL GAS-EP, OL-UTILITIES, MAR 2020 | 423.17 |
| 1674 | SO CAL EDISON-EP, UTILITIES, MAR 2020 | 1,114.38 |
| 1675 | TIME WARNER CABLE-DISTRICT UTILITIES-MAR2020 | 448.56 |
| 1676 | HOME DEPOT-MAINTENANCE, SUPPLIES | 1,267.76 |
| 1677 | SHERWIN WILLIAMS-EL PORTAL-PAINT SUPPLIES | 529.63 |
| 1678 | ATKINSON, ANDELSON, LOYA-DISTRICT-CONTRACT SVC | 6,127.50 |
| 1679 | CITY OF LA HABRA-MAINT/OPS/FD SVCS-UTILITIES | 1,921.36 |
| 1680 | ELITE MODULAR LEASING-CONTRACT SVCS | 7,460.00 |
| 1681 | HAUFFE CO.-MAYBROOK, CONTRACT SVCS | 7,728.00 |
| 1682 | HAUFFE CO.-CAPITAL OUTLAY, CONTRACT SVCS | 10,416.00 |
| 1683 | CITY OF LA HABRA-EL PORTAL-UTILITIES | 455.77 |
| 1684 | FRONTIER COMMUNICATIONS - MONTHLY SERVICES | 1,693.28 |
| 1685 | SO CAL GAS-MG, OL-UTILITIES, MAR 2020 | 359.85 |
| 1686 | SO CAL EDISON-RS, UTILITIES, MAR 2020 | 2,040.28 |
| 1687 | DENISE SOTO-M&O-PURCHASE REIMBURSEMENT | 73.82 |
| 1690 | CONSTRUCTION ELECTRIC-BOND, MAYBROOK | 66,519.00 |
| 1691 | CORE CONTRACTING, INC.-BOND, MAYBROOK | 105,479.87 |
| 1692 | WHITNEY TAKACS-RS, PURCHASE REIMBURSEMENT | 149.61 |
| | EARLY RETIREE REIMBURSEMENTS | |
| 1688 | DAWN AANDAHL | 525.39 |
| 1689 | BRENT ALLSMAN | 506.24 |
| 1693 | ELIZABETH KANESHIRO | 948.67 |
| 1694 | SHELLEY MARKER | 525.39 |
| 1695 | PENNY MAYERCHECK | 1,189.78 |
| 1696 | RONALD RANDOLPH | 630.56 |
| 1697 | GAYLE ROGERS | 245.78 |
| 1698 | CLAUDIA SCHALCHLIN | 525.39 |
| 1699 | EMILY WAKEFIELD | 525.39 |
| 1700 | HOLLY WOLFE | 525.39 |
| | | |
| 1701 | SO CAL GAS CO-JO, UTILITIES | 314.70 |
| 1702 | FRONTIER COMMUNICATIONS - MONTHLY SERVICES | 58.36 |
| 1703 | TIME WARNER CABLE-DISTRICT UTILITIES-APR2020 | 916.47 |
| 1704 | GLASBY MAINTENANCE - SUPPLIES | 15,677.81 |
| 1705 | AMERICAN FIDELITY-VOL DEDUCTIONS-APR 2020 | 7,131.60 |

| | | |
|------|--|------------|
| 1706 | CREDIT UNION OF SO CAL-VOL DEDUCTIONS | 2,887.80 |
| 1707 | SCHOOLS FIRST FED CREDIT UNION-VOL DEDUCTIONS | 21,775.00 |
| 1708 | ANDREA DESMOND-JORDAN, CONF EXP REIMBURSEMENT | 18.00 |
| 1709 | CUMMING CONSTRUCTION MANAGEMENT - STUDY | 612.50 |
| 1710 | DEBBIE NEEDHAM-MACY, PURCHASE REIMBURSEMENT | 1,559.60 |
| 1711 | SO CAL EQUIPMENT-MAINT, SUPPLIES | 1,100.00 |
| 1712 | SO CAL NEWS GROUP-MAYBROOK, OLITA-ADS | 4,604.00 |
| 1713 | SCHOOL SERVICES OF CA-WORKSHOP REGISTRATIONS | 550.00 |
| 1715 | SCIENTIFIC LEARNING-MACY, LICENSES | 280.00 |
| 1716 | SENTRY SIGNS/PRINTING-DISTRICT USE, SIGNS, BANNERS | 1,368.75 |
| 1718 | VIG SOLUTIONS-FISCAL, SUPPLIES | 604.21 |
| 1719 | US GAMES-JORDAN, SUPPLIES | 235.24 |
| 1719 | CONSTRUCTION ELECTRIC-BOND, MAYBROOK | 5,792.15 |
| 1720 | CONSTRUCTION ELECTRIC-BOND, MAYBROOK | 24,379.85 |
| 1721 | SALDANA LANDSCAPING, INC. - CONTRACT SERVICE | 34,200.00 |
| 1722 | MONOPRICE, INC.-TECH, SUPPLIES | 76.34 |
| 1723 | THE MASTER TEACHER-LICENSES | 1,416.00 |
| 1724 | LEADER SERVICES, INC.-SP ED, CONTRACT SVCS | 622.49 |
| 1725 | CITY OF LA HABRA-OLITA, UTILITIES | 330.01 |
| 1726 | SO CAL EDISON-JO, UTILITIES | 1,648.88 |
| 1727 | VERIZON WIRELESS-DIST, UTILITIES | 2,062.09 |
| 1728 | CALIF. PUBLIC EMPLOYEES RET. SYSTEM/ MED. INS. | 293,658.55 |
| 1729 | CALIF. PUBLIC EMPLOYEES RET. SYSTEM/ MED. INS. | 8,539.39 |
| 1730 | SOUTHERN CALIFORNIA GAS - MONTHLY UTILITIES | 72.96 |
| 1731 | SOUTHERN CALIFORNIA EDISON - MONTHLY UTILITIES | 1,513.99 |
| 1732 | SUBURBAN WATER SYSTEMS - MONTHLY UTILITIES | 1,653.06 |
| 1733 | MYSTERY SCIENCE - MEADOW GREEN LICENSE | 999.00 |
| 1734 | PROJECT WISDOM INC. - MEADOW GREEN LICENSE | 688.00 |
| 1735 | NASSP - NJHS MEMBERSHIP RENEWAL | 385.00 |
| 1736 | GALLAGHER PEDIATRIC THERAPY - NON PUBLIC AGENCY | 86.00 |
| 1737 | ADMINISTRATIVE SER. CO-OP - NON PUBLIC AGENCY | 7,747.70 |
| 1738 | BEE GONE BEE REMOVAL SERVICE - MAINTENANCE | 200.00 |
| 1739 | CINTAS FIRE PROTECTION - MAINTENANCE SERVICE | 150.00 |
| 1740 | EAST WHITTIER GLASS & MIRROR - SUPPLIES | 212.50 |
| 1741 | GREEN'S SECURITY CENTERS, INC. - SUPPLIES | 37.62 |
| 1742 | JAMES HARDWARE CO. - MAINTENANCE SUPPLIES | 9.01 |
| 1743 | LOWE'S - MONTHLY MAINTENANCE SUPPLIES | 193.99 |
| 1744 | MCI A VERIZON CO. - MONTHLY UTILITIES | 19.41 |
| 1745 | PEST OPTIONS INC. - MAINTENANCE SERVICE | 65.00 |
| 1746 | DAVID BENNETT - CONFERENCE REIMBURSEMENT | 45.00 |
| 1747 | BLICK ART MATERIALS - MAINTENANCE SUPPLIES | 145.09 |
| 1748 | CORE CONTRACTING, INC.-BOND/ MAYBROOK | 153,796.15 |
| 1749 | CSM CONSULTING - TECHNOLOGY SERVICE | 2,125.00 |
| 1750 | DATA IMPRESSIONS - TECHNOLOGY/ SUPPLIES | 307,266.98 |
| 1751 | DECKER EQUIPMENT - MAINTENANCE SUPPLIES | 196.92 |
| 1752 | DELTA DENTAL- CERTIFICATED RETIREE VOL. PLAN | 1,753.72 |
| 1753 | ENABLING DEVICES - MEDICAL SUPPLIES | 396.95 |
| 1754 | GHATODE BANNON ARCHITECTS - CONTRACT SERVICE | 10,391.78 |

| | | |
|------|---|-----------|
| 1755 | GHATODE BANNON ARCHITECTS - CONTRACT SERVICE | 10,634.05 |
| 1756 | HUMAN RELATIONS MEDIA - SUPPLIES | 331.89 |
| 1757 | ASSOC. OF CA. SCHOOL ADMIN.- EMPLOYEE DEDUCTIONS | 323.15 |
| 1758 | CA. ASSOC. OF SCHOOL PSYCH. - EMPLOYEE DEDUCTIONS | 15.50 |
| 1759 | CALIF. SCHOOL EMPLOYEES ASSOC.- EMPLOYEE DEDUCTIONS | 3,226.85 |
| 1760 | CALIF. TEACHERS ASSOC. - EMPLOYEE DEDUCTIONS | 14,528.81 |
| 1761 | PACIFIC EDUCATORS, INC - EMPLOYEE DEDUCTIONS | 77.00 |
| 1762 | THE STANDARD INSURANCE CO. - EMPLOYEE DEDUCTIONS | 5,274.00 |
| 1763 | UNITED WAY OF GREATER L.A. - EMPLOYEE DEDUCTIONS | 10.00 |
| 1765 | WPS - SPECIAL EDUCATION SUPPLIES | 108.41 |
| 1766 | GINA TRINIDAD - CONSULTANT/ RANCHO STARBUCK | 2,965.26 |
| 1767 | GINA TRINIDAD - CONSULTANT/ RANCHO STARBUCK | 102.93 |
| 1768 | SCHOOL SERVICES OF CA- WORKSHOP REGISTRATIONS | 305.00 |
| 1769 | DEBRA LEES - MAYBROOK/ CONTRACT SERVICES | 1,400.00 |
| 1770 | PURCHIN CONSULTING - CONSULTING SERVICES | 1,650.00 |
| 1771 | TURF STAR - MAINTENANCE SUPPLIES | 1,014.13 |
| 1772 | MARIKATE WISSMAN - SUPPLIES REIMBURSEMENT | 332.16 |
| 1773 | HEATHER PFAFF - SUPPLIES REIMBURSEMENT | 266.79 |
| 1775 | SENTRY SIGNS & PRINTING- SCHOOL SUPPLIES | 636.20 |
| 1776 | FRONTIER COMMUNICATIONS - MONTHLY SERVICES | 65.45 |
| 1777 | SOUTHERN CALIFORNIA EDISON - MONTHLY UTILITIES | 2,371.70 |
| 1778 | SUBURBAN WATER SYSTEMS - MONTHLY UTILITIES | 3,428.62 |
| 1779 | MOBY MAX - ANNUAL LICENSE RENEWAL | 4,995.00 |
| 1780 | MYSTERY SCIENCE - ANNUAL LICENSE RENEWAL | 999.00 |
| 1781 | JW PEPPER AND SON - RANCHO BAND SUPPLIES | 699.97 |
| 1783 | ORANGE COUNTY DEPT. OF ED. - SPECIAL EDUCATION | 6,058.22 |
| 1785 | MATTHEW CUKRO - SUPPLIES REIMBURSEMENT | 330.65 |
| 1786 | DAVID BENNETT - SUPPLIES REIMBURSEMENT | 109.48 |
| 1787 | ERIC CHITTUM - SUPPLIES REIMBURSEMENT | 604.78 |
| 1788 | ADVANCED CHEMICAL TRANSPORT - SUPPLIES | 2,673.91 |
| 1789 | DATA IMPRESSIONS - SCHOOL SUPPLIES | 2,480.46 |
| 1791 | FULLERTON SCHOOL DISTRICT - ADMIN. SUPPLIES | 25.00 |
| 1792 | CORE CONTRACTING - BOND/ MAYBROOK | 52,147.11 |
| 1793 | ERICKSON HALL CONSTRUCTION- CONTRACT SERVICES | 6,379.64 |
| 1794 | HAUFFE CO.-MAYBROOK, CONTRACT SERVICES | 6,216.00 |
| 1795 | HAUFFE CO. - CONSULTING SERVICES | 10,416.00 |
| 1796 | AMERICAN FIDELITY- EMP. VOLUNTARY DEDUCTIONS | 17,949.58 |
| 1797 | READYREFRESH BY NESTLE - MO. WATER SERVICE | 276.16 |
| 1798 | WARE DISPOSAL - TRASH DISPOSAL SERVICES | 1,237.77 |
| 1799 | CITY OF LA HABRA - MAINTENANCE/ FUEL | 1,276.55 |
| 1800 | DATA IMPRESSIONS - SCHOOL SUPPLIES | 310.06 |
| 1801 | EHP SOLUTIONS - TECHNOLOGY SUPPLIES | 383.24 |
| 1802 | HAUFFE CO.- MAYBROOK, CONTRACT SERVICES | 10,416.00 |
| 1803 | AMY MCTEGGART - SUPPLIES REIMBURSEMENT | 119.40 |
| 1804 | EFRAIN SANCHEZ - CONSULTING SERVICES | 200.00 |
| 1805 | SCHOOL SERVICES OF CALIFORNIA - WORKSHOP | 305.00 |
| 1806 | SENTRY SIGNS & PRINTING - SUPPLIES | 525.60 |
| 1807 | SENTRY SIGNS & PRINTING - SUPPLIES | 2,628.00 |

LOWELL JOINT SCHOOL DISTRICT

June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of Contract with Los Angeles County Office of Education for the 2020/21 PeopleSoft Financial System ACTION

This contract provided by the Los Angeles County Office of Education covers the PeopleSoft Financial package, which includes General Ledger, Accounts Payable, Inventory, Purchasing, Reports, and 1099 reporting. The fee charged by the Los Angeles County Office of Education is based upon district ADA, the volume of general ledger accounts, volume of paychecks issued and vendor warrants issued. Standard reports are included and additional reports incur a fee based upon the size of the report. The estimated fee that will be charged to the District for the 2020/21 fiscal year is \$ 12,557, which is an increase of \$834 from the previous year.

It is recommended that the Board approve a contract with Los Angeles County Office of Education for the 2020/21 PeopleSoft Financial System Contract for the Fiscal Year Ending June 30, 2021, and that the Superintendent or designee be authorized to execute the necessary documents.

AR/md

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Authorization to Make Appropriation Transfers

ACTION

Education Code Section 42601 states: *“At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during the school year. For each elementary, high school, and unified school district that, during the preceding school year, had an average daily attendance less than the level, as appropriate, specified in subdivision (a) of EC 41301, the county superintendent of schools, with the consent of the governing board of the school district, may identify and make the transfers, and shall so notify the districts.”*

It is recommended that the Board, in accordance with the provisions of Education Code 42601, authorize the County Superintendent of Schools to make appropriation transfers necessary at the close of the school year 2019/20 to permit payment of obligations of the District incurred during such school year, and that the Superintendent or designee be authorized to execute the necessary documents.

AR/md

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck, and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Resolution 2019/20 No.794 Request for Annual
Delegation of Administrative Authority to Process
Routine Budget Revisions, Adjustments and Transfers

ACTION/
(RESOLUTION)

In the event it is necessary to make final closing budget amount corrections for the 2019/20 budget during the July and August months of the 2020/21 year, or make such routine budget revisions, adjustments, and transfers as necessary for the 2020/21 year for payment of District obligations, the District recommends approval of a resolution allowing the Superintendent to authorize these necessary adjustments,

It is recommended the Board of Trustees approve Resolution 2020/21 No. 794 Request for Annual Delegation of Administrative Authority to Process Routine Budget Revisions, Adjustments and Transfers, and that the Superintendent or designee be authorized to execute the necessary documents.

AR/md

Attachment

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 794

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE
COUNTIES, CALIFORNIA, FOR ANNUAL DELEGATION OF
ADMINISTRATIVE AUTHORITY TO PROCESS ROUTINE BUDGET
REVISIONS, ADJUSTMENTS, AND TRANSFERS**

WHEREAS, the Governing Board of the Lowell Joint School District authorizes the Superintendent to make such routine budget revisions, adjustments, and transfers as necessary for the payment of District obligations and to effect technical adjustments of the board-adopted budget during the 2020/21 fiscal year, in accordance with the provisions of this resolution.

WHEREAS, this resolution is adopted for the purpose of expediting the processing of routine budget revisions, adjustments, and transfers, and shall remain in effect for a period of one year, from July 1, 2020, to June 30, 2021, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of the Lowell Joint School District.

WHEREAS, the amount of any individual routine budget revision, adjustment, or transfer shall not exceed \$1,000,000. The total amount of routine budget revisions, adjustments, and transfers at any one time may not exceed \$4,000,000.

WHEREAS, this resolution shall be limited to the administrative approval and processing of routine budget revisions, adjustments, and transfers, within or between account objects of expenditures and within or between resources and funds.

NOW, THEREFORE BE IT RESOLVED, this resolution shall not permit the administrative processing of non-routine budget revisions, adjustments, and transfers that increase or decrease revenues and other financing sources and uses, along with the corresponding revisions in expenditures; or budget revisions, adjustments, and transfers that reduce or increase the fund balance of any related fund; or transfers between funds; or transactions exceeding \$4,000,000. Such non-routine budget revisions, adjustments, and transfers must continue to be presented to the Governing Board for approval prior to processing and submission to the Los Angeles County Office of Education (County Office) for further review, approval, and processing.

APPROVED AND ADOPTED this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8th day of June 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of June 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Resolution 2019/20 #795 Authorizing Cash Borrowing
for Temporary Transfers from the Los Angeles County
Treasury

ACTION/
(RESOLUTION)

There is a need to approve temporary transfers from the Los Angeles County Treasury to ensure the District has sufficient cash as needed to pay obligations for current operating requirements lawfully incurred in the fiscal year. The authorization is limited to a maximum amount of 85 percent of the anticipated revenues accruing to the District. Any temporary transfers shall not be made prior to the first day of the fiscal year nor after the last Monday in April, 2021, and shall be replaced from revenues accruing to the District before any other obligations of the District is met from such revenue.

It is recommended that the Board approve Resolution 2019/20 No. 795 Authorizing cash Borrowing for Temporary Transfers from the Los Angeles County Treasury be approved, and that the Superintendent or designee be authorized to execute the resolution.

AR/md

Attachment

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 795

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
AUTHORIZING CASH BORROWING TEMPORARY TRANSFERS FROM
THE LOS ANGELES COUNTY TREASURY**

WHEREAS, sufficient cash is needed to pay obligations for current operating requirements lawfully incurred in the fiscal year, and;

WHEREAS, Article XVI, Section 6, of the California Constitution allows for borrowing from the county treasury, and;

WHEREAS, the following restrictions apply to this authorization:

1. For Fiscal Year: 2020/21
2. Shall not exceed 85 percent of the anticipated revenues accruing to the district.
3. Shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.
4. Shall be replaced from revenues accruing to the district before any other obligations of the district is met from such revenue.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Lowell Joint School District hereby requests the Los Angeles County Treasurer to make temporary transfers of funds.

APPROVED AND ADOPTED this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8th day of June 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of June 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Resolution 2019/20 No. 796 Authorizing Temporary
Cash Borrowing Between Funds

ACTION/
(RESOLUTION)

There is a need to authorize the Assistant Superintendent of Administrative Services to make temporary cash loans between District funds whenever such transfers are needed to cover cash flow problems and to permit payment of obligations for fiscal years 2020/221. Individual transfers for temporary borrowing between funds shall not exceed \$6,000,000. Such transfers will be temporary in nature, to be accounted for as loans between funds, and are not to be treated as income or as a contribution from one fund to another fund.

It is recommended that the Board approve Resolution 2019/20 No.796, Authorizing Temporary Cash Borrowing Between Funds be approved, and that the Superintendent or designee be authorized to execute the resolution.

AR/md

Attachment

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 No. 796

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND
ORANGE COUNTIES, CALIFORNIA, FOR
TEMPORARY CASH BORROWING BETWEEN FUNDS**

WHEREAS, the Governing Board of the Lowell Joint School District authorizes the Assistant Superintendent of Administrative Services to make temporary cash loans between District funds whenever such transfers are needed to cover cash flow problems and to permit payment of obligations.

WHEREAS, temporary transfer of cash between district funds is permitted by Education Code Section 42603, and;

WHEREAS, the following restrictions apply to this authorization:

1. Maximum amount of authorization borrowing: \$6,000,000.
2. For fiscal year 2020/21.
3. Amount shall not exceed 85 percent of any moneys held in any fund.
4. Funds borrowed shall not be available for appropriation or considered income to the borrowing fund.
5. Borrowing shall occur only when the fund receiving the money will earn sufficient income during the current fiscal year. The amounts borrowed shall be repaid either in the same fiscal year or in the following fiscal year if the borrowing takes place within the final 120 calendar days of a fiscal year.

NOW, THEREFORE BE IT RESOLVED, that this action and written authorization by the persons herein designated may be used by the County Office of Education to permit transfers and repayments.

APPROVED AND ADOPTED this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on this 8th day of June 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of June 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees
From: Jim Coombs, Superintendent of Schools
Subject: Resolution 2019/20 No. 797 Authorizing Inter-fund Cash Transfers for the 2020/21 Fiscal Year ACTION/
(RESOLUTION)

The Los Angeles County Office of Education requires Board approval of all inter-fund cash transfers.

During the course of normal operations, it is sometimes necessary to make cash transfers between funds. There is a need to authorize the Assistant Superintendent of Administrative Services to make inter-fund cash transfers whenever such transfers are needed to permit payment of obligations for the fiscal year 2020/21.

It is recommended that the Board approve Resolution 2019/20 No. 797, Authorizing Inter-fund Cash Transfers be approved, and that the Superintendent or designee be authorized to execute the resolution.

AR:md

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 No. 797

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND
ORANGE COUNTIES, CALIFORNIA, AUTHORIZING
INTER-FUND CASH TRANSFERS**

WHEREAS, the Governing Board of the Lowell Joint School District authorizes the Assistant Superintendent of Administrative Services to make inter-fund cash transfers between District funds whenever such transfers are needed to permit payment of obligations; and,

WHEREAS, the amount transferred will be used to cover budgeted expenses incurred in the identified funds; and;

WHEREAS, the Governing Board approved transfers in the amount not to exceed \$900,000 between the General Fund (01), Cafeteria Fund (13), Deferred Maintenance Fund (14), Building Fund (21), Capital Facilities Fund (25); and; Special Reserve Fund for Capital Outlay (40).

NOW, THEREFORE BE IT RESOLVED, this resolution is adopted for the purpose of expediting the processing of inter-fund transfers, and shall remain in effect for a period of one year, from July 1, 2020, to June 30, 2021, and is subject to annual review and renewal by duly adopted resolution of the Governing Board of the Lowell Joint School District;

APPROVED AND ADOPTED this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8th day of June 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of June 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Resolution 2019/20 No. 798 Approving Assignment of
Delinquent Tax Receivables to the California Statewide
Delinquent Tax Finance Authority for the Fiscal Years
Ending June 30 in Each of the Years 2017 Through
2019, and Authorizing Execution and Delivery of
Related Documents and Actions

ACTION/
(RESOLUTION)

Due to legislation which shifted financing of the Education Revenue Augmentation Fund (ERAF) property tax delinquencies from schools to local government as of December 2006, it has been necessary for districts to extend their contract to participate in this program for three years, 2020 through 2022 with the Tower Capital Management, LLC.

It is recommended that Resolution 2019/20 No. 798, Approving Assignment of Delinquent Tax Receivables to the California Statewide Delinquent Tax Finance Authority for the Fiscal Years Ending June 30 in Each of the Years 2020 through 2022, and Authorizing Execution and Delivery of Related Documents and Actions, be adopted, and that the Superintendent or designee be authorized to execute the necessary documents.

AR/md

Attachment

Superintendent's Comment:

ADOPTION BY MAJORITY ROLL CALL VOTE.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2019/20 NO. 798

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE LOWELL JOINT SCHOOL DISTRICT
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
REGARDING APPROVING ASSIGNMENT OF DELINQUENT TAX RECEIVABLES
TO THE CALIFORNIA STATEWIDE DELINQUENT TAX FINANCE AUTHORITY
FOR FISCAL YEARS ENDING JUNE 30, 2020, 2021 AND 2022,
AND AUTHORIZING EXECUTION AND DELIVERY OF
RELATED DOCUMENTS AND ACTIONS**

WHEREAS, under Section 6516.6(b) of the Government Code of the State of California (the “Law”), a school district, community college district or other local educational agency is authorized to sell and assign to a joint powers authority any or all of its right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by it or on its behalf for collection on the secured, unsecured, or supplemental property tax rolls, in accordance with such terms and conditions as are set forth in an agreement with the joint powers authority; and

WHEREAS, the California Statewide Delinquent Tax Finance Authority (the “Authority”) has been formed as a joint powers authority for the purpose of purchasing delinquent *ad valorem* property taxes in accordance with Section 6516.6 of the Law upon terms and conditions which are acceptable to local educational agencies in Los Angeles County; and

WHEREAS, under the Law the amount of property tax receipts to be reported in a fiscal year for revenue limit purposes is equal to 100% of the local educational agency’s allocable share of the taxes distributed to it for the fiscal year, and any additional amounts will not be reported and will be provided directly to the local educational agency; and

WHEREAS, the Authority has financed the purchase of tax receivables from the Lowell Joint School District (the “District”) in prior fiscal years; and

WHEREAS, the Authority has requested the District to consider selling it certain delinquent tax receivables arising with respect to the fiscal years ending June 30 in each of the years 2020, 2021 and 2022 (collectively, the “Tax Receivables”), at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables; and

WHEREAS, in order to provide funding for the purchase of the Tax Receivables, the Authority has made arrangements to issue and sell a certificate of participation for each fiscal year to a designee of Tower Capital Management, LLC, a Delaware limited liability company; and

WHEREAS, the Governing Board of the District (the “Board”) wishes to take its action at this time approving the sale of the Tax Receivables to the Authority, and approving related documents and actions;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Lowell Joint School District as follows:

Section 1. Sale of Tax Receivables to Authority. The Board hereby approves and authorizes the sale of the Tax Receivables to the Authority, at a purchase price which is at least equal to 110.0% of the amount of Tax Receivables.

Section 2. Approval of Purchase and Sale Agreements. The sale of Tax Receivables shall be accomplished under a Purchase and Sale Agreement (the "Purchase and Sale Agreement") between the District and the Authority, in substantially the form executed by the District in connection with previous sales of tax receivables to the Authority.

The Purchase and Sale Agreement is hereby approved in substantially the form on file with the Clerk of the Board, together with any changes therein or modifications thereof approved by the Superintendent and the Assistant Superintendent of Administrative Services of the District (each, an "Authorized Officer"). The Authorized Officers are individually authorized and directed to execute and deliver each such Purchase and Sale Agreement on behalf of the District, and the execution and delivery of each such Purchase and Sale Agreement by an Authorized Officer shall be conclusive evidence of the approval of any such changes and modifications. The Board hereby authorizes the delivery and performance of each of the Purchase and Sale Agreements.

Section 3. Official Actions. The Authorized Officers and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale of the Tax Receivables to the Authority and the other transactions described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

APPROVED AND ADOPTED this 8th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 8th day of June 2020, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of June 2020.

Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Employer-Employee Relations/Personnel Report
2019/20 #11 Which Includes Hiring, Resignations,
Contract Adjustments, and Retirements for
Certificated, Classified, and Confidential
Employees

ACTION
(RATIFICATION)

The attached Employer-Employee Relations/Personnel Report 2019/20 #11, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees has been completed without irregularities and in compliance with the law, District policy, administrative regulations, rules, procedures, and direction of the supervisor and all information has been fully disclosed.

It is recommended that Employer-Employee Relations/Personnel Report 2019/20 #11, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees, be ratified.

Attachment

JC/me

Superintendent's Comment:

APPROVAL RECOMMENDED.

LOWELL JOINT SCHOOL DISTRICT
EMPLOYER-EMPLOYEE RELATIONS/PERSONNEL REPORT 2019/20 #11

June 8, 2020

I. CERTIFICATED EMPLOYEES

A. 2020/201CONTRACTS

| <u>NAME</u> | <u>EFFECTIVE DATE</u> | <u>CLASS/COL/STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------|-----------------------|-----------------------|-------------|--|
| Brander, Holly | 08/10/20 | C4/S7 | DO | Early Literacy Coach Probationary Year 2 |
| Pfaff, Heather | 08/10/20 | C4/S5 | JO | 1/2 grade teacher. Temporary contract. |
| Shun-Hernandez, Tiffany | 08/10/20 | C3/S2 | JO | 2 nd grade teacher. Temporary contract. |
| Davila, Alexandra | 08/10/20 | C4/S1 | EP | 20% 6 th grade teacher. Temporary assignment ending December 11, 2020 |
| Garduno, Adam | 08/10/20 | C4/S2 | RS | 7/8 grade math teacher. Temporary Contract. |
| Andres, Paolo | 08/10/20 | C5/S2 | RS | 7/8 grade science teacher. Temporary Contract. |
| Langer, Garrick | 08/10/20 | C4/S3 | RS | 7/8 grade science teacher. Temporary Contract. |
| Jacobs, Diana | 08/10/20 | C3/S4 | JO | 1 st grade teacher. Temporary Contract |
| Rodriguez, Brenda | 08/10/20 | C4/S2 | JO | TK/K Dual Immersion Teacher. Temporary Contract |
| Lou, Charlene | 08/10/20 | C5/S7 | RS | 7/8 grade science teacher. Temporary contract. |
| Lavin, Breanne | 08/10/20 | C4/S6 | RS | 7/8 grade English/ Drama Teacher. Temporary contract. |
| Montiel, Shaina | 08/10/20 | C1/S2 | JO | Resource Specialist Teacher. Probationary Year 1. |
| Goss, Brittany | 08/10/20 | C3/S2 | RS | 7/8 grade English Teacher. Temporary contract. |
| Yi, Min Ji (Cara) | 08/10/20 | C5/S2 | RS | 7/8 grade Math Teacher. Temporary Contract. |
| Palmas, Victoria | 08/10/20 | C4/S4 | JO | 1/2 Dual Language Teacher. Temporary Contract |
| Cheng, Allison | 08/10/20 | C5/S7 | DO | Choral Teacher. Probationary year 1. |
| Galli, Jessica | 08/10/20 | C3/S4 | RS | 7/8 grade science teacher. Probationary year 1. |
| Mgrdichian, Jennifer | 08/10/20 | C4/S2 | EP | 20% 6 th grade teacher. Temporary contract. |
| Moreno, Rebecca | 08/10/20 | C5/S3 | OL | RSP teacher. Probationary year 1 co |
| Evenson, Amanda | 08/10/20 | C3/S3 | MG | Kindergarten grade teacher. Temporary contract, |
| Carrillo, Valerie | 08/10/20 | C2/S4 | JO | 3rd grade teacher. Probationary Year 2 |
| Valdez, Michelle | 08/10/20 | C4/S7 | MA | 5 th grade teacher. Probationary year 2 |
| Hammond, Maddison | 08/10/20 | C4/S3 | OL | TK-2 Moderate Special Education Teacher. Probationary year 2 |
| McNeff, Michelle | 08/10/20 | C5/S3 | EP | 4 th grade teacher. Probationary Year 2. |
| Kosareff, Breanna | 08/10/20 | C3/S3 | JO | 4 th grade teacher. Probationary Year 2 |
| Casey, Kaleen | 08/10/20 | C4/S3 | MA | Kindergarten teacher. Probationary Year 2. |
| Montoya, Maya | 08/10/20 | C3/S7 | OL | 4 th grade teacher. Temporary Contract. |
| Miller, Cameron | 08/10/20 | C1/S4 | RS | Band Teacher. 100% Temporary Contract. |
| Galang, Bianca | 08/10/20 | C5/S4 | EP | ABA Classroom Teacher. Probationary year 2 contract. |
| CdeBaca, Denise | 08/10/20 | C5/S7 | OL | Speech Language Pathologist. Probationary year 2 |

B. MANAGEMENT

| | | | | |
|------------------------|----------|--|----------|---------------------------------------|
| Coombs, Jim | 07/01/20 | | DO | Contract June 2019- through June 2022 |
| McDonald, Sheri | 07/01/20 | | Column 2 | DO Contract June 2019-June 2022 |
| Igarata, Kaleo | 07/01/20 | | Column 7 | DO Director of Special Education |
| Esparza, Rhonda | 07/01/20 | | Column 5 | DO Director of Education Services |
| Cukro, Matthew | 07/01/20 | | Column 7 | Do Principal |
| Sermenon, David | 07/01/20 | | Column 7 | EP Principal. Probationary year 2. |
| Jacobsen, Patricia | 07/01/20 | | Column 2 | MA Principal |
| Linda Takacs | 07/01/20 | | Column 7 | RS Principal. Longevity |
| Van Hoogmoed, Krista | 07/01/20 | | Column 7 | OL Principal |
| Wissman, Marikatherine | 07/01/20 | | Column 6 | JO Principal |
| Howe, Nathan | 07/31/20 | | Column 7 | DO Intermediate Assistant Principal. |

C.

DISTRICT OFFICE

| | | | | |
|-------------------|----------|----------|----|-----------------------------------|
| Johnson, Kelly | 08/01/20 | Column 7 | DO | Psychologist |
| Mack, Christopher | 08/01/20 | Column 2 | DO | Psychologist. Probationary year 2 |
| Luna, Adam | 08/01/20 | Column 5 | DO | Psychologist |
| Heinrich, Kari | 08/01/20 | Column 7 | DO | Program Specialist |
| Mendoza, Jasmine | 08/01/20 | Column 2 | DO | Psychologist |
| Gonzalez, Trisha | 08/10/20 | C1/C6 | DO | School Nurse |

D.

CHANGE OF STATUS

| NAME | <u>EFFECTIVE</u> DATE | <u>END</u> DATE | SITE | COMMENTS |
|----------------|--------------------------|--------------------|------|-------------------------|
| Suzuki, Angela | 05/27/2020 | 05/29/20 | EP | FMLA Baby bonding leave |

E.

EXTRA DUTY PAY/STIPENDS

| NAME | <u>EFFECTIVE</u> DATE | <u>END</u> DATE | SITE | COMMENTS |
|-------------------------|--------------------------|--------------------|---------|---|
| Galang, Bianca | 06/01/20 | 06/26/20 | Virtual | Extended School Year Teacher - at a rate of \$263.34 per day for 20 days. |
| Crabtree, Gail | 06/01/20 | 06/26/20 | Virtual | Extended School Year Teacher - at a rate of \$263.34 per day for 20 days. |
| Ronita VanVliet, Ronita | 06/01/20 | 06/26/20 | Virtual | Extended School Year Teacher - at a rate of \$263.34 per day for 20 days. |
| Hammond, Maddison | 06/01/20 | 06/26/20 | Virtual | Extended School Year Teacher - at a rate of \$263.34 per day for 20 days. |
| Malm, Amanda | 06/01/20 | 06/30/20 | D.O. | Stipend not to exceed \$3,500 for Professional Development and Planning for Distance Learning. To be paid from Supplement Fund. |
| Brander, Holly | 06/01/20 | 06/30/20 | D.O. | Stipend not to exceed \$3,500 for Professional Development and Planning for Distance Learning. To be paid from Supplement Fund. |
| Jeffrey, Kimberly | 06/30/2020 | | EP | To be paid a total of \$125.00 for being a Master Teacher to CSUF University. To be paid from CSUF CK # 562079 |

Jeannie Nichols 06/30/2020 EP To be paid a total of \$125.00 for being a Master Teacher to CSUF University. To be paid from CSUF CK # 562079

F. RETIREMENT

| NAME | EFFECTIVE DATE | SITE | COMMENT |
|---------------------|----------------|------|---------------------|
| Davis, Eloise | 06/01/20 | MG | Retirement |
| Stephenson, Rebecca | 06/01/20 | EP | Retirement Option I |

G. RESIGNATION

| NAME | EFFECTIVE DATE | SITE | COMMENT |
|------------------|----------------|------|-----------------------------------|
| Harrison, Hope | 05/29/20 | RS | Choral Teacher. Resignation |
| Kellogg, Melinda | 05/29/20 | JO | Kindergarten Teacher. Resignation |

*It is further recommended that these individuals be approved for substitute teaching at the rate of \$131.00 per day and/or \$35.00 an hour rate (not to exceed six hours) as applicable and to include: Professional Development, Saturday School, Site Support Duties and Intervention

**It is further recommended that the individuals listed in Certificated Salaries for 2019/20 is approved to instruct in the Intervention Programs. The rate of pay is \$35.00/hour and will be paid from Title I or LCFE Supplemental Grant Funds.

**It is further recommended that individuals listed in Certificated Salaries for 2019/20 serve as home school teachers, if needed, for the 2019/20 school year at a rate of \$35.00/hour, not to exceed five hours per week, per student. Mileage will be paid at the IRS Standard Mileage Rate for the 2019/20 school year.

I. CLASSIFIED EMPLOYEES 06/08/2020

A. MONTHLY – GENERAL FUND

| <u>NAME/ EMPLOYEE ID#</u> | <u>EFFECTIVE DATE</u> | <u>END DATE</u> | <u>RANGE/ STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------------|---------------------------|---------------------|------------------------|-------------|---|
| Bennett, David | 04/22/20 | | MGT R6 | MNT | Assistant Superintendent of Facilities and Operations |
| Reynolds, Andrea | 07/01/20 | | MGT R7 | DO | Assistant Superintendent of Administrative Services |

B. HOURLY – GENERAL FUND

| <u>NAME/ EMPLOYEE ID#</u> | <u>EFFECTIVE DATE</u> | <u>END DATE</u> | <u>RANGE/ STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------------|---------------------------|---------------------|------------------------|-------------|--|
| Atkinson, Katie | 07/20/20 | | R17/S6 | DO | Receptionist-Office Assistant/Performance Recognition Increase |

| | | | | | |
|----------------------|----------|----------|----------------------|----|--|
| Bullard, Amanda | 03/19/20 | 05/29/20 | \$13.00/hr | DO | Noon Duty Assistant/Temporary Assignment |
| Gonzales, Maria | 03/16/20 | 5/22/20 | R14/S1 | DO | Instructional Assistant/Temporary Assignment |
| Herman, Kathleen | 03/04/20 | | R14/S8 | MA | Instructional Assistant/Performance Recognition Increase |
| Huerta-Chavez, Julie | 06/01/20 | 07/31/20 | R16/S1 | DO | Clerk Typist/Temporary Summer Assignment |
| Hutcherson, Janel | 06/01/20 | 07/31/20 | R16/S2 | DO | Clerk Typist/Temporary Summer Assignment |
| Lopez, Donna | 06/01/20 | 06/26/20 | R15/S8 +7.5% | DO | Instructional Assistant/Extended School Year |
| Mendoza, Ryan | 03/19/20 | 05/29/20 | \$13.00/hr | DO | Noon Duty Assistant/Temporary Assignment |
| Vasquez, Randi | 06/29/20 | 07/10/20 | R17/S3 (own rate) | DO | Systems Aide/Temporary Summer Assignment |

C. HOURLY – CAFETERIA FUND

| <u>NAME/ EMPLOYEE ID#</u> | <u>EFFECTIVE DATE</u> | <u>END DATE</u> | <u>RANGE/ STEP</u> | <u>SITE</u> | <u>COMMENTS</u> |
|-------------------------------|---------------------------|---------------------|------------------------|-------------|---|
| Abbond, Karey | 06/01/20 | 06/30/20 | R7/S3 (own rate) | JO | Cafeteria Worker/Temporary Summer Assignment |
| Alarid, Emily | 06/01/20 | 06/30/20 | R7/S3 (own rate) | RS | Cafeteria Worker/Temporary Summer Assignment |
| Bargas, Kerri | 06/01/20 | 06/30/20 | R7/S6 (own rate) | RS | Cafeteria Worker/Temporary Summer Assignment |
| Cacioppo, Sherrie | 06/01/20 | 06/30/20 | R7/S5 (own rate) | RS | Cafeteria Worker/Temporary Summer Assignment |
| Castro, Nathan | 06/01/20 | 06/30/20 | R7/S2 (own rate) | JO | Cafeteria Worker/Temporary Summer Assignment |
| Costello, Jennifer | 06/01/20 | 06/30/20 | R7/S4 (own rate) | MG | Cafeteria Worker/Temporary Summer Assignment |
| Delorbe, Ruth | 06/01/20 | 06/30/20 | R7/S5 (own rate) | RS | Cafeteria Worker/Temporary Summer Assignment |
| Drogt-Hill, Liz | 06/01/20 | 06/30/20 | R7/S1 | RS | Cafeteria Worker/Temporary Summer Assignment |
| Ebel, Sarah | 06/01/20 | 06/30/20 | R7/S3 (own rate) | RS | Cafeteria Worker/Temporary Summer Assignment |
| Espinoza, Sergio | 06/01/20 | 06/30/20 | R22/S7 (own Rate) | RS | Nutrition Services Warehouse Delivery Worker/Temporary Summer Assignment |
| Garcia, Lisa | 06/01/20 | 06/30/20 | R7/S1 | RS | Cafeteria Worker/Temporary Summer Assignment |
| Goodenow, Arlene | 06/01/20 | 06/30/20 | R7/S3 (own rate) | MA | Cafeteria Worker/Temporary Summer Assignment |
| Herman, Kathleen | 06/01/20 | 06/30/20 | R7/S1 | RS | Cafeteria Worker/Temporary Summer Assignment |
| Lawson, Jennifer | 06/01/20 | 06/30/20 | R7/S1 (own rate) | OL | Cafeteria Worker/Temporary Summer Assignment |

| | | | | | |
|---------------------|----------|----------|----------------------|----|---|
| Martinez, Veronica | 06/01/20 | 06/30/20 | R18/S4 (own rate) | RS | Cafeteria Manager/Temporary Summer Assignment |
| Muravez, Alicia | 06/01/20 | 06/30/20 | R14/S7 (own rate) | MG | Satellite Cafeteria Worker/Temporary Summer Assignment |
| Ornelas, Ivonne | 06/01/20 | 06/30/20 | R14/S7 (own rate) | JO | Satellite Cafeteria Worker/Temporary Summer Assignment |
| Perez, Shari | 06/01/20 | 06/30/20 | R7/S1 | RS | Cafeteria Worker/Temporary Summer Assignment |
| Rubio, Sandra | 06/01/20 | 06/30/20 | R14/S5 (own rate) | RS | Satellite Cafeteria Worker/Temporary Summer Assignment |
| Sanchez, Kris | 06/01/20 | 06/30/20 | R14/S5 (own rate) | MA | Satellite Cafeteria Worker/Temporary Summer Assignment |
| Spurgeon, Tamara | 06/01/20 | 06/30/20 | R7/S1 | RS | Cafeteria Worker/Temporary Summer Assignment |
| Swisshelm, Lisa | 06/01/20 | 06/30/20 | R14/S8 (own rate) | OL | Satellite Cafeteria Worker/Temporary Summer Assignment |
| Talley Ludd, Angela | 06/01/20 | 06/30/20 | R14/S4 (own rate) | RS | Satellite Cafeteria Worker/Temporary Summer Assignment |

LOWELL JOINT SCHOOL DISTRICT
June 8, 2020

To: President Schambeck and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval to Extend Agreement with Hauffe Company, Inc. to Provide Inspector of Record (IOR) Services at Maybrook Elementary ACTION

It is necessary to extend the contract with a Division of State Architect (DSA) approved inspector of record for the Maybrook Elementary Interim Housing project through the month of July to ensure that work performed complies with all applicable rules and regulations as reflected on DSA approved drawings.

It is recommended that the extension to the agreement with Hauffe Company, Inc., to provide Inspector of Record services for the Maybrook Elementary Interim Housing project through the month of July be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

APPROVAL RECOMMENDED.

X-D1-1