

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

MINUTES REGULAR MEETING OF THE BOARD OF TRUSTEES
April 4, 2022

Call to Order	President Salinas called the meeting to order at 5:09 p.m. at Lowell Joint School District, 11019 Valley Home Avenue, Whittier, CA 90603
Topics Not on the Agenda	None.
Closed Session	President Salinas declared the meeting recessed to closed session at 5:10 p.m.
Call to Order	President Salinas reconvened the meeting to order at 7:34 p.m.
	The flag salute was led by Anthony Zegarra, Board of Trustees Member.
	Trustees Present: Melissa A. Salinas, Karen L. Shaw, Anastasia M. Shackelford, William A. Hinz, Anthony A. Zegarra
	Trustees Absent: None
	Staff Present: Jim Coombs, Superintendent of Schools, Andrea Reynolds, Assistant Superintendent of Administrative Services; Sheri McDonald, Assistant Superintendent of Educational Services; and David Bennett, Assistant Superintendent of Facilities and Operations
	Staff Absent: None.
Reporting out Action (if any) Taken in Closed Session	This evening in closed session, pursuant to Education Code section 44920, the Board took action in a unanimous roll call vote (5-0) to suspend Employee # 9900000369 for fifteen (15) days without pay, and delegated the authority to the Superintendent or designee be authorized to execute the necessary documents.
Introduction / Welcome	President Salinas welcomed the many guests in attendance, staff members present, guests, Allison Fonti, LJEA lead negotiator and CSEA President, Darleene Pullen, Dr. Spruston and Mrs. Jan Averill, former Board member and Mrs. Shambeck.
Acknowledgement of Correspondence	None.
Approval of Agenda	It was moved, seconded, and carried by unanimous roll call vote, (5 – 0) to approve the April 4, 2022, Board agenda.
Approval of Minutes	It was moved, seconded, and carried by unanimous roll call vote, (5 – 0) to

approve the minutes from the March 7, 2022, Regular Board Meeting.

Timely Information from Board and Superintendent – Board President

Mrs. Salinas acknowledged the four El Portal teachers in attendance that were instrumental in the presentation of “The Lion King”. Mr. Coombs introduced Mrs. Brimmage, Mrs. Ilinksy, Mrs. Abell and Mrs. Carty and thanked them with a Simba “hear their roar” in appreciation for all of their dedication and hard work in organizing and producing the play at El Portal Elementary.

Recognition of the Republican Women’s Federated Essay Awards

Mr. Coombs introduced the 2022 Rancho La Habra Republican Women Federated “America, Land of the Free and Home of the Brave” ...“What Does This Mean to Me?” essay contest winners. Each winner read their award winning essay.

Grade 1	Maxwell Cerda	Olita Elementary School
Grade 2	Alejandro Garcia	Macy Elementary School
Grade 3	Joseph Jaloma	Olita Elementary School
Grade 4	Cambria Berg	El Portal Elementary School
Grade 5	Sophie Oliver	El Portal Green Elementary School
Not in attendance and acknowledged:		
Grade 6	Myla Gordovez	Macy Elementary School
Grade 7	Ashley Irving	Rancho Starbuck Intermediate
Grade 8	Anya Matchniff	Rancho Starbuck Intermediate

Art Contest Winners

Grade 7	Elijah Sterling	Rancho Starbuck
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Mrs. Salinas presented each student with a certificate in honor of their achievements. She also thanked Dr. Spruston and Mrs. Averill for having this essay contest, their hard work and judging the contest and giving the students the opportunity to participate.

Mr. Coombs mentioned and thanked Dr. Spruston and Mrs. Averill for reading over a thousand essays for this contest.

*** RECESS ***

Mrs. Salinas declared a recess at 7:47 p.m. Mrs. Salinas reopened the Board meeting at 7:57 p.m.

School Reports (School Reports will be the First Meeting of the Month)

Each Board member shared highlights of their respective schools

Topics Not on the Agenda

None.

Resolution 2021/2022 No. 858 Recognizing April 18 – 22, 2022, as “Public School Volunteer Week”

It is was moved, seconded by a unanimous roll call vote, (5-0), to adopt Resolution 2021/22 No. 858 Recognizing April 18 – 22, 2022, as “Public School Volunteer Week”, and that the Superintendent or designee be authorized to execute the necessary documents.

Submission of Williams Litigation Settlement –

It was moved, seconded, and carried by unanimous vote (5– 0) to approve the submission of the Williams Litigation Settlement – Quarterly Uniform Complaint

Quarter Uniform
Complaint for Quarter 3,
January 1– March 31, 2022

Report for Quarter 3, January 1–March 31, 2022, with zero complaints, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Contractual
Agreement with the Lowell
Joint Education
Association for the Period
July 1, 2019, through June
30, 2023, and AB1200
Report

Mr. Coombs thanked both associations working with the Board and Cabinet. He also thanked Assistant Superintendent of Business Services Andrea Reynolds for her work on the budget to get these proposals completed. Mrs. Salinas opened the public hearing at 8:10 and closed it at 8:11 with no comments from the public.

It was moved, seconded, and carried by unanimous vote (5– 0). In discussion, Mrs. Shackelford mentioned that she was really happy that they were able to develop a plan to show incredible transparency to the associations. The negotiations went well, they were smooth and that the initial offer of eight and a half percent was accepted and that everything is going forward as it should and that the teachers are being recognized and appreciated and that’s the way they want them to feel. Approved the Contractual Agreement with the Lowell Joint Education Association for the Period July 1, 2019, through June 30, 2023, and AB1200 Report, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Contract with
the Classified School
Employees Association for
the Period July 1, 2019,
through June 30, 2022 and
July 1, 2022 through June
30, 2023, and AB1200
Report

Mrs. Salinas opened the public hearing at 8:11 and closed it at 8:12 with no comments from the public.

It was moved, seconded, and carried by unanimous vote (5– 0). In discussion, Mrs. Shackelford said ditto to what she mentioned on the previous item. Approved the Contract with the Classified School Employees Association for the Period July 1, 2019, through June 30, 2022 and July 1, 2022 through June 30, 2023, and AB1200 Report, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution No. 859
Finding the Proposed
Meadow Green Elementary
School Project Exempt
from the California
Environmental Quality Act
(CEQA), Approving the
Filing and Recording of a
Notice of Exemption and
Approving the Project

It is was moved, seconded by a unanimous roll call vote, (5-0), to adopt Resolution 2021/22 No. 859 Finding the Proposed Meadow Green Elementary School Project Exempt from the California Environmental Quality Act (CEQA), Approving the Filing and Recording of a Notice of Exemption and Approving the Project, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution No. 860
Approving the Guaranteed
Maximum Price of
\$5,732,107, and the Lease-

It is was moved, seconded by a unanimous roll call vote, (5-0), to adopt Resolution 2021/22 No. 860 Approving the Guaranteed Maximum Price of \$5,732,107, and the Lease-Leaseback Contract with Erickson Hall Construction Company for the HVAC, Roof Replacement, Fire Alarm, and Related Work at

Leaseback Contract with Erickson Hall Construction Company for the HVAC, Roof Replacement, Fire Alarm, and Related Work at Meadow Green Elementary School

Meadow Green Elementary School, and that the Superintendent or designee be authorized to execute the necessary documents.

Authorization to Solicit California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid for Installation of Marquees at Multiple Sites (Bid #202122-02)

Mrs. Shaw asked if this included the district office. Mr. Bennett and Mr. Coombs stated that they chose not to purchase one for the district office and instead spend the monies at the school sites.

It was moved, seconded, and carried by unanimous vote (5– 0) to approve the Authorization to Solicit California Uniform Public Construction Cost Accounting Act (CUPCCAA) Bid for Installation of Marquees at Multiple Sites (Bid #202122-02), and that the Superintendent or designee be authorized to execute the necessary documents.

Authorization to Utilize California Multiple Award Schedule with Howard Industries, Inc., (CMAS #3-20-70-1613C, GSA Schedule No. 47-QTCA-19D-00MM) for the Purchase of Video Surveillance Cameras and Corresponding Licensing

It was moved, seconded, and carried by unanimous vote (5– 0) to approve the Authorization to Utilize California Multiple Award Schedule with Howard Industries, Inc., (CMAS #3-20-70-1613C, GSA Schedule No. 47-QTCA-19D-00MM) for the Purchase of Video Surveillance Cameras and Corresponding Licensing, and that the Superintendent or designee be authorized to execute the necessary documents.

Consent Calendar

Mr. Hinz asked a question regarding the consent calendar for clarification. Under consent item C, items 2, 3 & 4 are describing proposed pay raises for different groups. He asked why this would not have been under human resources the same as under roman numeral seven A & B.

Mr. Coombs stated that these are the actual salary schedules. You approved the raises in the open session under A & B and these are the actual result of these raises spread over their salary schedules. You approved the raise now you see the actual documents so that you see the numbers with the 5% and the 3.5% that goes on the salary schedules.

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

Approval of Granite to Provide Analog Telephone Service (POTS) for the District

Approved of Granite to Provide Analog Telephone Service (POTS) for the District, and that the Superintendent or designee be authorized to execute the necessary documents.

Purchase Order Listing
Report/Check Register
2021/2022 #9

Approved Purchase Order Report 2021-22 #9, as attached, which lists all warrants issued February 1, 2022, through February 28, 2022.

Consolidated Check Register
Listing Report 2021/2022 #8

Approved Consolidated Check Register Listing Report 2021/22 #8, as attached, which lists all warrants issued February 1, 2022, through February 28, 2022.

Approval of Agreement with
Orange County School
Districts for Additional
Student Transportation
Services

Approved the agreement with Orange County School Districts for Additional Student Transportation Services July 1, 2022 through June 30, 2027, be approved, and that the Superintendent or designee be authorized to execute the necessary documents.

Employer-Employee
Relations/Personnel Report
2021/22 #9 Which Includes
Hiring, Resignations,
Contract Adjustments, and
Retirements for Certificated,
Classified, and Confidential
Employees

Ratified Employer-Employee Relations/Personnel Report 2021/22 #9 as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees.

Approval of the Certificated,
Certificated Management
and Supervisory, Counselor,
Nurse Management,
Classified, Classified
Management, and Classified
Confidential Salary
Schedules for a Five Percent
(5%) Increase, Retroactive
to July 1, 2021, for the
2021/2022 School Year, a
Three and Half Percent
(3.5%) Increase, Effective
July 1, 2022, for the
2022/2023 School Year and
a (5%) increase to the above
agreed upon three and half
percent (3.5%) for
Certificated salaries for the
2022/2023 for the Speech
and Language Pathologist
Salary Schedule

Approved the Certificated, Certificated Management and Supervisory, Counselor, Nurse Management, Classified, Classified Management, and Classified Confidential Salary Schedules implementing a five percent (5%) increase, retroactive to July 1, 2021, for the 2021/2022 School Year, a three and half percent (3.5%) increase, effective July 1, 2022, for the 2022/2023 school year, and the Speech and the Language Pathologist Salary Schedule for an additional five percent (5%) increase to the above agreed upon three and half percent (3.5%) for certificated salaries for the 2022/2023 school year, effective July 1, 2022, and that the Superintendent or designee be authorized to execute the agreement.

Approval of the Board of

Approved the Board of Trustees monthly salary representing a five percent (5%)

Trustees Monthly Salary Implementing a Five Percent (5%) Increase, Retroactive to July 1, 2021, for the 2021/2022 School Year and a Three and Half Percent (3.5%) Increase, Effective July 1, 2022, for the 2022-2023 School Year

increase retroactive to July 1, 2021, for the 2021/2022 school year, and a three and half percent (3.5%) increase effective July 1, 2022, for the 2022/2023 school year, and that the Superintendent or designee be authorized to execute the documents.

Approval of the Noon Duty Aides Hourly Rate Salary Schedule Implementing a Five Percent (5%) Increase, Retroactive to July 1, 2021, for the 2021/2022 School Year and a Three and Half Percent (3.5%) Increase, Effective July 1, 2022, for the 2022- 2023 School Year

Approved the Noon Duty Aides Hourly Rate Salary Schedule Implementing a Five Percent (5%) Increase, Retroactive to July 1, 2021, for the 2021/2022 School Year and a Three and Half Percent (3.5%) Increase, Effective July 1, 2022, for the 2022-/023 School Year, and that the Superintendent or designee be authorized to execute the documents.

Approval of Agreement with Focused Schools, LLC to Provide Coaching During the 2021/22 and 2022/23 School Years

Approved of Agreement with Focused Schools, LLC to Provide Coaching During the 2021/22 and 2022/23 School Years, for 3 full-day equivalents at \$2,700 per day for a total not to exceed \$8,100.00, "Days" are divided into 60-90 minute coaching sessions throughout the school year(s), funding will be from Educator Effectiveness funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement with Active Education to Provide Services to Meadow Green School during 2021-2022 School Year

Approved of Agreement with Active Education to Provide Services to Meadow Green School during 2021-2022 School Year, encompassing fun and healthy activities with an emphasis on social and emotional learning and PBIS practices, beginning March 28, 2022 to June 3, 2022 at Meadow Green School, not to exceed \$7,250.00 for the school year, funding for this expenditure will be covered by Meadow Green Title I funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Board Member/Superintendent Comments

Mr. Coombs stated that we will celebrate the instrumental music program that is headed by Cameron Miller and was started by Jeremy Fletcher next month. They celebrated them in San Diego the past weekend and he shared the video with everyone. Lowell Joint was picked as the grand prize winner for small school districts in the United States.

Mrs. Shaw made a statement. "I would like to close this meeting tonight in memory of my son, Tyler Shaw, who passed away at the age of 26 on March 19th. Here is a yearbook from Jordan, and he also attended Rancho, he was one

of our own. He was a loving, sweet and wonderful son. He had been caught up in substance abuse for a few years, but had worked very hard to turn his life around, including sober living houses and treatment. He had a full time job and working to get his driver's license back and make a good life for himself. I was out of town when I got the call from my daughter. She suspected he relapsed. Our family is heart-broken and I am in what I call 'grief-sickness', I hurt physically and emotionally. I choose to share this as a warning. He didn't drive whatever he got and wherever he went, he was close by, in La Habra. We are sure he got something that was laced and this is what killed him. If you have a friend or family member who is struggling, please tell them of this danger, anything purchased on the street will be extremely dangerous and fatal. If I can help one person through my tragic loss, then I am here to speak to you. Thank you and goodnight".

Adjournment

President Salinas adjourned in the honor of Tyler Shaw and declared the meeting adjourned at 8:27 p.m. in accordance with Government Code Section 54956.9 (a, b, c) and indicated no further public action would be taken

Date Approved:

5/2/22



Clerk/President/Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2021/22 NO. 858

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
LOWELL JOINT SCHOOL DISTRICT
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
RECOGNIZING APRIL 18 – 22, 2022, AS
“PUBLIC SCHOOL VOLUNTEER WEEK”**

WHEREAS, volunteers embody the American spirit and are one of our nation’s most valuable resources; and

WHEREAS, volunteerism is increasingly recognized as a powerful and creative force in building strong, healthy and productive communities; and

WHEREAS, volunteers possess abundant skills, talents and expertise that they generously and enthusiastically apply in meeting the needs of the community; and

WHEREAS, the students and staff members of Lowell Joint School District reap the benefits of this great American tradition through the work of local volunteers whose efforts and commitment enrich our lives and enhance our neighborhoods; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees, on behalf of the students, parents, and community at large, does hereby recognize April 18 – 22, 2022, as a formal recognition and appreciation of the volunteers in the Lowell Joint School District.

APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES: Melissa Salinas, Karen Shaw, Anastasia Shackelford, William Hinz, Anthony Zegarra

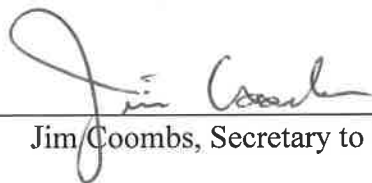
NOES: none

ABSTAIN: none

ABSENT: none

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 April, 2022, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 4th day of April, 2022.



Jim Coombs, Secretary to the Board of Trustees



**Los Angeles County
Office of Education**
Serving Students • Supporting Communities
Leading Educators

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

District Name: Lowell Joint School District

Date: April 4, 2022

Person completing this form: MJ Evanoff

Title: Exec Asst to Supt/Cert Personnel

Quarter covered by this report (Check One Below):

- | | | |
|---|--------------------------|------------------|
| <input type="checkbox"/> 1st QTR | July 1 to September 30 | Due 15-Oct 2021 |
| <input type="checkbox"/> 2nd QTR | October 1 to December 31 | Due 14- Jan 2022 |
| <input checked="" type="checkbox"/> 3rd QTR | January 1 to March 31 | Due 15-Apr 2022 |
| <input type="checkbox"/> 4th QTR | April 1 to June 30 | Due 15-Jul 2022 |

Date for information to be reported publicly at governing board meeting: April 4, 2022

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Jim Coombs

Signature of District Superintendent  Date April 4, 2022

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoed.edu



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2021-22**

District: Lowell Joint School District

District Contact: Mary Jo Evanoff

Title: Executive Assistant to the Superintendent / Certificated Personnel

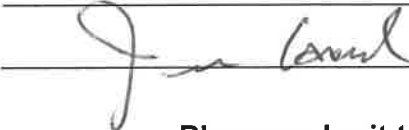
- Quarter #1 July 1 – September 30, 2021 Report due by October 29, 2021
- Quarter #2 October 1 – December 31, 2021 Report due by January 28, 2022
- Quarter #3 January 1 – March 31, 2022 Report due by April 29, 2022
- Quarter #4 April 1 – June 30, 2022 Report due by July 29, 2022

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Missassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Jim Coombs

Signature of Superintendent:  Date: April 4, 2022

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/Redhill Site

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

NOTICE OF PUBLIC HEARING

LOWELL JOINT SCHOOL DISTRICT

The Lowell Joint School District will hold a Public Hearing pursuant to Education Code Section 60119 and 60422 (b) The District is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the School District, and bargaining unit leaders.

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Lowell Joint School District will approve the attached agreements with the Lowell Joint Education Association at its regular board meeting to be held in the Board Room at the District Office, 11019 Valley Home Avenue, Whittier CA, on Monday, April 4, 2022, at approximately 7:30 p.m. or soon thereafter.

Assembly Bill (AB) 1200 (Chapter 1213/Statutes 1991) requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. Government Code (GC) Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer...”

Questions and/or comments should be directed to Jim Coombs, Superintendent of Schools, (562) 943-0211.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

LJEA

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

04/04/22

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years 21/22

07/01/21

06/30/23

21/22, 22/23,

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$18,608,499.00

2. Current Year Costs After Agreement

\$19,657,810.00

3. Total Cost Change

\$1,049,311.00

4. Percentage Change

5.64%

5. Value of a 1% Change

\$161,480.01

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

5.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

1.3%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

6%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

184

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

180

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$5,249,026.00
2.	Cost of Benefits After Agreement	\$5,630,337.00
3.	Percentage Change in Total Costs	7.26%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$39,376,938.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$1,181,308.14

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$1,968,847.00
5.	Unassigned/Unappropriated (Object 9790)	\$6,407,348.00
6.	Total Reserves: (Object 9789 + 9790)	\$8,376,195.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
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TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$8,376,195.00
9.	Percentage of General Fund Expenditures/Uses	21.27%
	Difference between District Reserves and Minimum State Requirement	\$7,194,886.86

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

3.5% across the board salary increase in 22/23. New SLP salary schedule, with an additional 5% increase. Longevity "pause" for outside service credit up to 5 years is removed as of 7/1/22.

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

COLA of 6.17% in 22/23. 6% increase in h&w premiums. Additional assumptions are outlined in the attached MYP assumptions page.

H. NARRATIVE OF AGREEMENT

Effective 7/1/21, salary is increased by 5%. Effective 7/1/22, salary is increased by 3.5%. SLP's have their own salary schedule as of 7/1/22, including an additional 5% above the 3.5% LJEAs receive. Longevity "pause" for up to 5 years of outside service credit is removed.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

LCFF funds and unrestricted reserves will be used to fund this two year agreement. The planned deficit spending is 3.6% in 22/23. 21/22 deficit spending will not be as great as reflected when the fiscal year is closed due to legally and locally restricted carryover currently budgeted, that will not be spent, overstates the deficit spending.

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Lowell Joint

SCHOOL DISTRICT

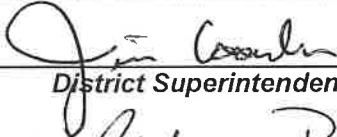
CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent - signature

3/29/22

Date



Chief Business Official - signature

3/29/2022

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 4/4/2022

with the

LJEA

Bargaining Unit.



President, Governing Board
(signature)

4-4-22

Date

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE SCHOOL DISTRICT
 WITH THE BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :	(enter Date)	<input type="text" value="4/4/2022"/>
Budget Revisions to be INPUT no later than 45 days after approval: (will calc + 45 days)		<input type="text" value="5/19/2022"/>
Estimated Agreement Payment Date	(enter Date)	<input type="text" value="4/30/2022"/>

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

	# FTE Represented
Certificated: <input type="text" value="LJEA"/>	<input type="text" value="142.6"/>
Classified: <input type="text" value="Enter Name of BU - Status"/>	<input type="text" value="0.0"/>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:	(enter Begin Date)	<input type="text" value="7/1/2021"/>
and ending on:	(enter End Date)	<input type="text" value="6/30/2023"/>

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	<input type="text" value="21/22"/>	<input type="text" value="22/23"/>	
Reopeners: Yes or NO ?	<input type="text" value="No"/>	<input type="text" value="Yes"/>	
if Yes, what Areas?	<input type="text" value="in 22/23, all articles are open except salaries and health and welfare"/>		

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement (Based on Year to Date (YTD) Actuals Projected through 6/30):	<input type="text" value="\$ 13,359,473.00"/>
Current Year Salary Cost After Settlement (Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):	<input type="text" value="\$ 14,027,473.00"/>
Total Cost Increase or (Decrease):	<input type="text" value="\$668,000.00"/>
Percentage Increase or (Decrease):	<input type="text" value="5.00%"/>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR

(Includes annual step/column movement on schedule):

<u>Salary Increase or (Decrease)</u>	
% increase or (decrease) to existing schedule	<input type="text" value="5.00%"/> per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<input type="text" value="0.00%"/> per employee
<u>Step & column</u>	
average % annual change over the prior year schedule	<input type="text" value="1.30%"/> per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	<input type="text" value="6.30%"/> per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change	<input type="text" value="0"/>
Indicate Total # of Work Days to be provided for fiscal year:	<input type="text" value="184"/>
Indicate Total # of Instructional Days to be provided for fiscal year:	<input type="text" value="180"/>

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 2,788,528.00
Proposed Costs:	\$ 2,928,083.00
Total Cost Increase or (decrease):	\$139,555.00
Percentage Change:	5.00%

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 2,460,498.00
Proposed Costs:	\$ 2,702,254.00
Total Cost Increase or (decrease):	\$241,756.00
Percentage Change:	9.83%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Floating cap of Kaiser Family for all employee groups. This is unchanged from prior years. This cap includes dental, vision and life insurance as well. Current cap of \$22,409 is 20/21 cap, and \$23,490 is the current year cap.

Current Cap:	\$ 22,409.00	
Proposed Cap:	\$ 23,490.00	
Average Capped Amount increase or (decrease) per employee	\$1,081.00	4.82%

**TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: *(data pulls from above)*

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 13,359,473.00	
Benefits	\$ 5,249,026.00	
Total:		\$ 18,608,499.00

Current Year Cost After Settlement: *(data pulls from above)*

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 14,027,473.00	
Benefits	\$ 5,630,337.00	
Total:		\$ 19,657,810.00

TOTAL COST INCREASE OR (DECREASE)	\$1,049,311.00
<i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i>	
PERCENTAGE CHANGE	5.64%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 161,480.01

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, **IN DETAIL**, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Speech and Language Pathologists receive a separate salary schedules effective 22/23, with a 5% increase above the LJEAs raise of 3.5%. Longevity "pause" for teachers granted 5 years of outside service credit is removed as of 22/23. Total cost for both is approxiamtely \$61,000 or 0.4%.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

The existing teacher contract was due to expire 6/30/22, and is extended for one additional year, to end 6/30/23. Salary and health benefits articles are closed for 22/23. All other contract articles are open.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*
 Minimum State Reserve Percentage *(input %)*
 Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	39,376,938.00
	3%
\$	1,181,308.14

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days) Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT #'s:	5/19/2022	
	<table border="1"> <tr> <td>BT #'s:</td> <td align="center">3/7/2022</td> </tr> </table>	BT #'s:
BT #'s:	3/7/2022	

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

	2020/21	2020/21	2021/22	2021/22	2021/22	2022/23	2022/23	2023/24	2023/24	COMMENTS
Enrollment (CALPADS)	3,139.00	3,047.00	3,055.72	3,055.72	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	
Enrollment / P2 ADA	0.974	0.952	0.979	0.979	0.979	0.979	0.979	0.979	0.979	District enrollment / ada projections: DECLINING by 30 in 22/23; Seat attendance returns to 97.4 from 95.2 in 22/23
Projected District ADA	3,056.00	2,902.00	3,055.72	3,055.72	2,953.55	2,953.55	2,953.55	2,953.55	2,953.55	District experienced declining enrollment and ADA in 21/22
Funded ADA	6.19		6.19	6.19						County ADA funded LCFF paid through district general ledger
[Does not include County ADA]	3,061.91		3,061.91	3,061.91						
County ADA										
Total Funded ADA	0.28		0.28	0.28						Projecting continued declining enrollment, but return to normal seat attendance in 22/23, flat in 23/24
District ADA Growth / Decline from funded										
LCFF Per ADA Amount										
Federal Revenue										
Deferred Revenue										
Prior Year Accruals										
Significant Programs										
Title I (Resource 3010)	439,865.00	516,466.00	516,466.00	516,466.00	337,040.00	337,040.00	337,040.00	337,040.00	337,040.00	ongoing funding (deferred rev shown in 21/22)
Federal IDEA (Resource 3310)	640,158.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	ongoing funding (annual contribution required)
IDEA - Part B, Prschl Gmt - (Resource 3315)	18,758.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	ongoing funding (annual contribution required)
Title II, Part A (Resource 4035)	110,281.00	152,617.00	152,617.00	152,617.00	72,427.00	72,427.00	72,427.00	72,427.00	72,427.00	ongoing funding (deferred rev shown in 21/22)
Title III LEP (Resource 4203)	42,815.00	52,370.00	52,370.00	52,370.00	25,326.00	25,326.00	25,326.00	25,326.00	25,326.00	ongoing funding (deferred rev shown in 21/22)
Special Education Revenue										
State (Resource 6500)	2,078,866.00	2,206,778.00	2,206,778.00	2,206,778.00	2,554,778.00	2,554,778.00	2,554,778.00	2,554,778.00	2,554,778.00	Includes COLA estimates in out years Reimbursement from selpa "Out of Home Care" funds for Foster/Adopted student related services - psych and counseling interns
State (Resource 6502)	190,351.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	SELPA Mental Health expenses eligible for reimbursement
State (Resource 6546/formerly 6512 in 20/21)	343,895.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	
Class Size Reduction K-3 24:1 Progress Made?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
State Revenue										
Deferred Revenue										
Prior Year Accruals										
Significant Programs										
Lottery										
Prop 20 ADA / (Resource 6300, Object 8560)	172,345	172,345	172,345	172,345	172,345	172,345	172,345	172,345	172,345	Lottery Projection funded on prior year ada, increased 1.0446% @\$49 per ada (plus minor py air excess)
Non Prop ADA / (Resource 1100, Object 8560)	488,311	488,311	488,311	488,311	488,311	488,311	488,311	488,311	488,311	Lottery Projection funded on prior year ada, increased 1.0446% \$150 per ada (plus minor py air excess)
Mandated Costs	96,524.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	Mandate Block Grant
Local Revenue										
General Fund										
Lease / Rental Income in Fund 40 (obj 8650)	695,265.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	Maybrook Campus lease to Heights Christian terms 6/30/19 Lease / Rental income is recorded in Fund 40; Maybrook campus vacant 7/19 - use for interim housing during modernization; WCHS continues at Starbuck property
Transfers (Object 8919)	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	Fund 40 supports Deferred Maintenance Program in Fund 14 @ \$300k
Fund 13										
Fund 21										
Transfers (Object 7619)										
Fund 01										
Fund 40										
LUSD 2122 MYP SI ASSUMPTIONS.xlsx										
MYP-ASSUMPTIONS										
3/29/2022										

	2020/21	2020/21	2021/22	2021/22	2022/23	2022/23	2023/24	2023/24	COMMENTS
One - Time Expenditures	3,018,418.00	2,954,143.00	987,371.00	987,371.00			987,371.00		Federal and State Pandemic Funding - spend until 23/24
One - Time Revenue	7,687,507.00	472,000.00	-	-	-	-	-	-	School Site/Restricted Carryover Appropriated Federal and State Pandemic Funding - spend until 23/24 Bargaining for salary resumes in 23/24; Enlfire contract open in 22/23
Budgeted Raise	2%	5%	4%	4%	0%	0%			
Certificated	138.40	141.60	141.60	141.60			142.80		Dual Language Program began 19/20 (2 fle), add 2 fle in 20/21, and 1 fle annually through grade 6 in 24/25; added 2.0 TOSA's in 20/21; increased SLP by 0.2 in 21/22
Classified	83.00	85.30	85.30	85.30			85.30		Does not include 8 Psych or Counseling interns/ add SLPA's in 21/22
Management/Psychologists/Counselor	26.00	26.00	27.00	27.00			27.00		Adding back E. P. Elementary Principal In 22/23
Health & Welfare Caps Dental, Vision, Life Insurance	\$ 21,317.00 \$ 1,587.00	\$ 21,938.00 \$ 1,587.00	\$ 23,254.00 \$ 1,587.00	\$ 23,254.00 \$ 1,587.00			\$ 24,849.24 \$ 1,587.00		Projected 6% increase future years based upon max historical Increase Dental, Vision and Life
Retiree Benefits (object 37xx)	246,150.00	287,000.00	287,000.00	287,000.00			287,000.00		Funded on pay as you go basis until 21/22; begin deposits to trust account with \$440,000 in 21/22, and \$100,000 annually thereafter. Expenditures for retirees usually flat year to year.
Statutory Benefits									
STRS	16.15%	16.92%	19.10%	19.10%			19.10%		STRS "tops out" at 19.10% in current legislated amount
PERS	20.70%	22.91%	26.10%	26.10%			27.10%		PERS continues to rise in current actuarial projections
FICA	6.20%	6.20%	6.20%	6.20%			6.20%		
MEDI	1.45%	1.45%	1.45%	1.45%			1.45%		
SUI	0.05%	0.50%	0.50%	0.50%			0.50%		SUI drops to 0.2% in 23/24
WC	1.599%	1.627%	1.627%	1.627%			1.627%		Flat costs in out years
Step & column Certificated Classified Non-Unit	actual actual actual	actual actual actual	actual actual actual	actual actual actual			1.40% 1.90% 0.70%		Includes Column estimate of \$78k annually Excludes longevity estimate of \$30k annually Excludes Longevity estimate
Capital Outlay Plans	21,000,000.00	13,000,000.00	7,000,000.00	7,000,000.00			7,000,000.00		GO Bond \$48 M approved November 2018 - Series 1 issued July 2019, Series 2 issued November 2020 (final issuance)
Positive/(Deficit) Spending Unrestricted Restricted	2,501,669.00 1,087,841.00	(752,001.00) (549,482.00)	(1,434,000.00)	(1,434,000.00)			(961,000.00)		
Total	3,588,510.00	(1,301,483.00)	(1,434,000.00)	(1,434,000.00)			(961,000.00)		
Contributions to restricted									
Special Education (Resource 6500)	(1,304,317.00)	(1,783,352.00)	(1,812,305.00)	(1,812,305.00)			(1,893,352.00)		Assumptions include \$100,000 annual increase (researching why contributions are increased in 21/22)
Certificates of Participation	None	None	None	None			None		
Routine Repair & Maintenance (Resource 8150)			1,812,305.00	1,812,305.00			1,812,305.00		Applicable with the 21/22 year for the first time event
Special Education Excess Costs (objects 5100, 7141 & 7142)	276,463.00	475,634.00	475,634.00	475,634.00			475,634.00		2 students in outside programs
TRANS Cash	Positive Balance	Positive Balance	Positive Balance	Positive Balance			Positive Balance		
Other Funds	Positive Balance	Positive Balance	Positive Balance	Positive Balance			Positive Balance		

	18-19	19-20	20-21	21-22	22-23	23-24
	UA	UA	UA	SI	Projected	Projected
	2.71%	3.26%	0.00%	5.07%	6.17%	3.61%
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)
LCFF COLA	32,044	32,640	35,642	38,076	38,420	39,739
Income						
Expenditures	29,869	30,944	32,073	39,377	39,854	40,700
Net Operating	2,175	1,696	3,569	(1,301)	(1,434)	(961)
Other Sources/Uses	(856)	(286)	0	0	0	0
Net Fund Balance Change gain/(loss)	1,319	1,410	3,569	(1,301)	(1,434)	(961)
Beginning Balance 7/1	6,036	7,355	8,765	12,334	11,033	9,599
Ending Balance 6/30	7,355	8,765	12,334	11,033	9,599	8,637

Fund Balance Components	10	10	10	10	10	10
Stores/Revolving Cash	0	0	0	0	0	0
Committed	556	360	1,057	507	507	507
Restricted - Categorical Funds	2,939	3,307	9,663	2,138	2,138	2,138
Designations (Board Restricted (i.e. schools carryover, etc.)	1,493	1,562	1,604	1,969	1,993	2,034
Amount Needed to meet Reserve (5%)	2,357	3,526	0	6,409	4,951	3,948
Amount Above/(Below) Desired Reserve Level	8%	11%	0%	16%	12%	10%
Percentage of Reserves Available						

	2021/22	2022/23	2023/24
ASSIGNED AMOUNTS :			
Chrome and Textbooks	2,038		
GASB-Retiree HW	0		
OCDE Transition	100		
Site Carryover (Year End Only)	0		
Future Program Operations	0		
Unfunded Liabilities	0		
TOTAL	2,138		

SALARY INCREASES/DECREASES YEAR:
 0.0% 2021/22
 3.9% 2022/23
 0.0% 2023/24

	22/23 Projected Income	38,076	object
21/22 Income rolled forward			
LCFF funded on 21/22 ADA due to declining enrollment			
LCFF Increase COLA @ 6.17%		1011	8000
21/22 ADA - Loss of 143 ada. (cont. 92 enrolled and seat attendance drop from 97% to 95%)			8000
21/22 ADA - Assume loss of add'l 300 ADA and seat int. % returns to 97.4% net increase of 40.55 ADA			8000
Add 6.17% COLA Special Ed per SELPA calculations, declining enrollment		348	8700 R
Remove in Person Instruction Revenue received in 21/22		(507)	8500 R
Remove LACOE Grant - paid for mostly existing salaries and benefits so no expenditure savings		(608)	8290 R

tie to secs myp

Total	38,420	
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	22/23 Projected Expenses	39,377	object
21/22 expenses rolled forward (EXCLUDE TRANSFERS OUT)			
PROJECTED INCREASES			
Reduce 1.0 Teaching FTE due to declining enrollment?		948	1000
Add 1.0 FTE for Dual Language Program (Grade 4)		(85)	1000
Savings from 2 teacher retirements/attrition @ \$25k per fte		85	1000
Assume Special Education enrollment increases \$		(50)	1000
Add EI Portal Principal S&B		100	5000
Step/longevity mtrs 1.9%		150	1000
Step/longevity mtrs 0.7%		312	1000
H&W increase above prior year - all employees 6%		91	2000
remove restricted carryover-assumed fully spent in 21/22		25	2000
STRS Rate increase of 2.18% to 13.10% total		259	3000
PERS Rate increase of 3.19% to 26.1% total		(1,057)	4000
STRS/PERS Rate increase combined (Management)		279	3000
Reimburs \$440k deposit to liability trust, add \$100k annual deposit to trust		109	3000
add 3.66% for CPI on unrestricted objects 477		72	3000
Remove LACOE contract costs for peoplesoft, abase, etc.		(340)	3000
Add Special Ed funding increase to restricted program		103	5000
Remove Chromebook Expense		(50)	4000
Removed from restricted expense covered by LADPH grant in 21/22		348	4000 R
Add back unrestricted expense covered by LADPH grant in 21/22		(400)	4000
Assume out of district placements remain the same		508	4000
Add Nov. 2022 election expense		0	4000
Tie to SACS MYP		50	5000
Transfers out to DM or cafeteria fund		39,864	5000
TOTAL		0	
TOTAL		39,864	

object summary	
1011 8010-8099	
(508) 8100-8299 R	
(507) 8300-8599 R	
348 8600-8799 R	
344	

344 cross foot	
0 okay	

object summary	
1,360 1000	
116 2000	
379 3000	
(1,631) 4000 R=(-1,217), U=(-414)	
253 5000	
477	

477 cross foot	
0 okay	

4000 object recon UR v R	
348 R	
(508) R	
(1,057) R	
(1,217) Net	
(472) U	
(50) U	
(400) U	
508 U	
(414) Net	
(1,631) Grand Total	

22/23 Income rolled forward 39,420 object
 LCFF funded aid declines by ?? add in 22/23; funded on 21/22 ADA (enroll decline is ??) 0 8000
 LCFF increase COLA is 3.5% (flat enrollment and ada) 1509 8000
 0 8500
 Add 3.11% COLA Special Ed on \$2,322 state revenue (declining enrollment drops) (190) 8700 R
 Lottery remains unchanged for flat enrollment 8500
 0

object summary	
1,509	8010-8099
0	8100-8299
0	8300-8599
(190)	8600-8799 R
1319	

39,739

1,319 cross foot	
0 okay	

22/23 expenses rolled forward (EXCLUDE TRANSFERS OUT)
 PROJECTED INCREASES 39,864 object
 Reduce 1.0 Teaching FTE due to declining enrollment (flat enrollment in 23/24) 0 1000
 Add 1.0 FTE for Dual Language Program (Grade 5) 85 1000
 Savings from 2 teacher retirements/attrition @ \$25k per fte (60) 1000

1,319 cross foot

Assume Special education entrenchment increases \$ 100 5000
 Reduce 4.0 Teaching FTE due to declining enrollment (ESSER 3 Elimination?) 5000
 Step column 1 all year no retire savings (1.4%) Assume column cost of \$10,000 use PCE calculations 328 1000
 Step longevity case 1.6% use PCE calculations 76 2000
 Step longevity mgta 0.4% use PCE calculations 15 2000
 H&W increase above prior year - all employees 6% 275 3000
 remove restricted carryover-assumed fully spent in 21/22 4000
 remove school site and miss grant - assume fully spent in 21/22 4000
 STRS Rate increase of 0.5% to remain at 19.10% 0 3000
 PERS Rate increase of 1.0% to 27.10% total 35 3000
 STRS/PERS Rate increase combined (Management) 8 3000
 Reduce unemployment all employees from 0.5% to 0.2% (59) 5000
 add 2.9% for CPI on unrestricted objects 4-7 84 5000
 0 4000
 0 4000
 0 4000
 0 4000
 0 2000

object summary	
363	1000
80	2000
318	3000
0	4000
75	5000
846	

40,700

846 cross foot	
0 okay	

Add Supplemental Grant NEW Expenses - n/a assume S/C increases cover 0 4000
 0 4000
 0 2000
 0 4000
 5000
 Remove Nov. 2022 election expenses (60) 5000
 Tie to SACS MYP 5000

40,700

TOTAL	
40,700	
0	
TOTAL	
40,700	

Transfers out to DM OR cafeteria fund 0
 Transfers out to DM OR cafeteria fund 0
 TOTAL 40,700

LOWELL JOINT SCHOOL DISTRICT

	18-19 UA	19-20 UA	20-21 UA	21-22 SI	22-23 Projected	23-24 Projected
UNRESTRICTED FUNDS						
Income	28,089	28,823	28,281	29,607	30,618	32,127
Expenditures	24,482	24,858	24,338	26,622	28,316	28,162
Net Operating	3,607	3,965	3,943	2,985	2,302	2,965
Other Sources/Uses	(2,630)	(1,987)	(1,442)	(3,736)	(3,736)	(3,626)
Net Fund Balance Change	977	1,978	2,501	(751)	(1,434)	(961)
Beginning Balance	5,819	6,797	8,775	11,276	10,525	9,091
Ending Balance	6,796	8,775	11,276	10,525	9,091	8,129
RESTRICTED FUNDS						
Income	3,555	3,617	7,361	8,469	7,602	7,612
Expenditures	5,387	8,066	7,735	12,755	11,538	11,638
Net Operating	(1,832)	(2,269)	(374)	(4,286)	(3,736)	(3,926)
Other Sources/Uses	1,774	1,701	1,442	3,736	3,736	3,926
Net Fund Balance Change	342	(568)	1,068	(550)	-	-
Beginning Balance	214	556	(11)	1,057	507	507
Ending Balance	556	(12)	1,057	507	507	507

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

3.5% across the board salary increase in 22/23. New SLP salary schedule, with an additional 5% increase. Longevity "pause" for outside service credit up to 5 years is removed as of 7/1/22.

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

COLA of 6.17% in 22/23. 6% increase in h&w premiums. Additional assumptions are outlined in the attached MYP assumptions page.

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective 7/1/21, salary is increased by 5%. Effective 7/1/22, salary is increased by 3.5%. SLP's have their own salary schedule as of 7/1/22, including an additional 5% above the 3.5% LJEAs receive. Longevity "pause" for up to 5 years of outside service credit is removed.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

LCFF funds and unrestricted reserves will be used to fund this two year agreement. The planned deficit spending is 3.6% in 22/23. 21/22 deficit spending will not be as great as reflected when the fiscal year is closed due to legally and locally restricted carryover currently budgeted, that will not be spent, overstates the deficit spending.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated	\$9,456.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)		\$8,930.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)		526.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)		5.89%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	3,056.49	0.00%
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	3,056.49	
(F)	Total LCFF % increase or (decrease) plus ADA % change		5.89%
(G)	Indicate Total Settlement Percentage Change from Section 5		5.64%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

N/A

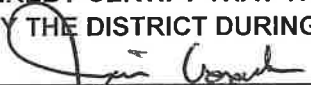
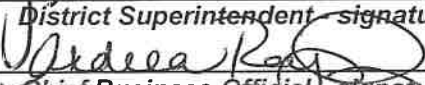
CERTIFICATION

To be signed by the **District Superintendent AND Chief Business Official upon submission to the Governing Board** and by the **Board President upon formal Board action** on the proposed agreement.

Districts with a Qualified or Negative Certification : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

	3/29/22
District Superintendent signature	Date
	3/29/2022
Chief Business Official signature	Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Monday, April 04, 2022 took action to approve the proposed Agreement with the Bargaining Unit.

	4-4-22
President, Governing Board - signature	Date

NOTICE OF PUBLIC HEARING

LOWELL JOINT SCHOOL DISTRICT

The Lowell Joint School District will hold a Public Hearing pursuant to Education Code Section 60119 and 60422 (b) The District is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the School District, and bargaining unit leaders.

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Lowell Joint School District will approve the attached agreements with the Classified School Employees Association at its regular board meeting to be held in the Board Room at the District Office, 11019 Valley Home Avenue, Whittier CA, on Monday, April 4, 2022, at approximately 7:30 p.m. or soon thereafter.

Assembly Bill (AB) 1200 (Chapter 1213/Statutes 1991) requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. Government Code (GC) Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer...”

Questions and/or comments should be directed to Jim Coombs, Superintendent of Schools, (562) 943-0211.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

(This information is pulled from the SUMMARY section of this file which should be completed FIRST)

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

CSEA

BARGAINING UNIT

To be acted upon by the Governing Board at its meeting on

04/04/22

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning and ending for the following fiscal years 21/22

07/01/21

06/30/23

21/22, 22/23,

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits in the proposed agreement:

1. Current Year Costs Before Agreement

\$6,012,602.00

2. Current Year Costs After Agreement

\$6,299,308.00

3. Total Cost Change

\$286,706.00

4. Percentage Change

4.77%

5. Value of a 1% Change

\$53,140.57

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

1. Salary Schedule change
(% Change To Existing Salary Schedule)
(% change for one time bonus/stipend or salary reduction)

5.0%

2. Step & Column
(Average % Change Over Prior Year Salary Schedule)

3.9%

3. TOTAL PERCENTAGE CHANGE FOR THE
AVERAGE, REPRESENTED EMPLOYEE

9%

4. Change in # of Work Days (+/-) Related to % Change

5. Total # of Work Days to be provided in Fiscal Year

6. Total # of Instructional Days to be provided in Fiscal Year
(applicable to Certificated BU agreements only)

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

D. PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:

1.	Cost of Benefits Before Agreement	\$1,666,748.00
2.	Cost of Benefits After Agreement	\$1,736,319.00
3.	Percentage Change in Total Costs	4.17%

E. IMPACT OF PROPOSED AGREEMENT ON DISTRICT RESERVES

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)

1.	Based On Total Expenditures and Other Uses in the General Fund of:	\$39,376,938.00
2.	Percentage Reserve Level State Standard for District:	3.0%
3.	Amount of State Minimum Reserve Standard:	\$1,181,308.14

SUFFICIENCY OF DISTRICT UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES (Fund 01 Unrestricted ONLY)

4.	Reserve for Economic Uncertainties (Object 9789)	\$1,968,847.00
5.	Unassigned/Unappropriated (Object 9790)	\$6,407,348.00
6.	Total Reserves: (Object 9789 + 9790)	\$8,376,195.00

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	
----	---	--

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	\$8,376,195.00
9.	Percentage of General Fund Expenditures/Uses	21.27%
Difference between District Reserves and Minimum State Requirement		\$7,194,886.86

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

F. MULTIYEAR CONTRACT AGREEMENT PROVISIONS

3.5% across the board salary increase in 22/23. Also in 22/23, Increase of 15 minutes per day for RSP instructional aides, and increase of 3 days to office manager work year.

G. FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years (including any compensation and/or noncompensation provisions specified below that have been agreed upon if the proposed agreement is part of a multi-year contract):

COLA of 6.17% in 22/23. 6% increase in h7w premiums. Additional assumptions are outlined in the attached MYP assumptions page.

H. NARRATIVE OF AGREEMENT

Effective 7/1/21, salary is increased by 5%. Effective 7/1/22, salary is increased by 3.5%. In 22/23, RSP instructional aides are increased by 15 minutes per day (to total 5.5 hours per day, same as SDC aides), and the office manager work year is extended by 3 days.

I. SOURCE OF FUNDING FOR PROPOSED AGREEMENT

The following source(s) of funding have been identified to fund the proposed agreement

LCFF funds and unrestricted reserves will be used to fund this two year agreement. The planned deficit spending is 3.6% in 22/23. 21/22 deficit spending will not be as great as reflected when the fiscal year is closed due to the legally and locally restricted carryover currently budgeted, that will not be spent, overstates the current year deficit spending.

**FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)**

Lowell Joint

SCHOOL DISTRICT

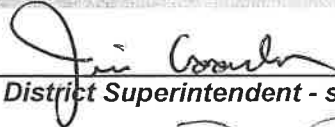
CERTIFICATION

To be signed by the District Superintendent AND Chief Business Official when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

Districts with a Qualified or Negative Certification: Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent - signature

3/29/22

Date



Chief Business Official - signature

3/29/2022

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 4/4/2022 *took action to approve the proposed Agreement*

with the CSEA *Bargaining Unit.*



President, Governing Board
(signature)

4-4-22

Date

FOR SUBMISSION TO THE GOVERNING BOARD AND THE COUNTY SUPERINTENDENT OF SCHOOLS in compliance with the Public Disclosure requirements of AB 1200 (Statutes 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE SCHOOL DISTRICT
 WITH THE BARGAINING UNIT (BU)

To be acted upon by the Governing Board at its meeting on :
 Budget Revisions to be INPUT no later than 45 days after approval: *(will calc + 45 days)*
 Estimated Agreement Payment Date

GENERAL

Section 1: STATUS OF BARGAINING UNIT AGREEMENTS

This document is REQUIRED whenever a NEW or AMENDED agreement is ratified.

If this Public Disclosure is not applicable to all of the District's bargaining units, indicate the current status (whether settled or pending settlement) of the remaining units:

(Separate disclosures should be made for each bargaining unit agreement)

	# FTE Represented
Certificated: <input type="text" value="Enter Name of BU - Status"/>	<input type="text" value="0.0"/>
Classified: <input type="text" value="CSEA"/>	<input type="text" value="85.3"/>

Section 2: PERIOD OF AGREEMENT

The proposed agreement covers the period beginning on:
 and ending on:

If this agreement is part of a multi-year contract, indicate ALL fiscal years covered:

Fiscal Years:	<input type="text" value="21/22"/>	<input type="text" value="22/23"/>	
Reopeners: Yes or NO ?	<input type="text" value="No"/>	<input type="text" value="Yes"/>	
<i>if Yes, what Areas?</i>	<input type="text" value="In 22/23, all articles are open except salaries and health and welfare"/>		

COMPENSATION PROVISIONS

Section 3: SALARIES: PERCENTAGE CHANGE IN SALARIES IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for salaries for the above-mentioned Bargaining unit:

Current Year Salary Cost Before Settlement <i>(Based on Year to Date (YTD) Actuals Projected through 6/30):</i>	<input type="text" value="\$ 4,345,854.00"/>
Current Year Salary Cost After Settlement <i>(Include any retroactive pay increases or (decreases) or one time bonuses/stipends or (reductions), as applicable):</i>	<input type="text" value="\$ 4,562,989.00"/>
Total Cost Increase or (Decrease):	<input type="text" value="\$217,135.00"/>
Percentage Increase or (Decrease):	<input type="text" value="5.00%"/>

SALARY CHANGE FOR AN AVERAGE, REPRESENTED EMPLOYEE FROM PRIOR YEAR
 (Includes annual step/column movement on schedule):

<u>Salary Increase or (Decrease)</u>	
% increase or (decrease) to existing schedule	<input type="text" value="5.00%"/> per employee
% increase or (decrease) for one-time bonus/stipend or (salary reduction)	<input type="text" value="0.00%"/> per employee
<u>Step & column</u>	
average % annual change over the prior year schedule	<input type="text" value="2.30%"/> per employee
TOTAL PERCENTAGE CHANGE FOR AVERAGE REPRESENTED EMPLOYEE	<input type="text" value="7.30%"/> per employee

Indicate Change in # of Work Days, Furlough or Additional, Related to % Change
 Indicate Total # of Work Days to be provided for fiscal year:
 Indicate Total # of Instructional Days to be provided for fiscal year:

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

Section 4: BENEFITS: PERCENTAGE CHANGE IN EMPLOYEE BENEFITS IN PROPOSED AGREEMENT:

The proposed agreement includes the following costs for employee statutory and health/welfare benefits:

Statutory Benefits: *(object 3XXX less 34XX)*

(STRS, PERS, Workers Compensation, Unemployment Insurance, Social Security, Medicare)

Total Statutory Benefit Costs:

Current Costs:	\$ 968,203.00
Proposed Costs:	\$ 1,016,578.00
Total Cost Increase or (decrease):	\$48,375.00
Percentage Change:	5.00%

District Health and Welfare Plans - *Object 34XX* (Medical, Dental, Vision, Life Insurance, Other)

Total Health and Welfare Costs:

Current Costs:	\$ 698,545.00
Proposed Costs:	\$ 719,741.00
Total Cost Increase or (decrease):	\$21,196.00
Percentage Change:	3.03%

Indicate if Health/Welfare Benefits are Capped: (Include details such as different caps per health plans or any super composite rates. Also, indicate if cap includes health benefits only or also other insurances.)

Floating cap on Kaiser Family for all employee groups. This is unchanged from prior years. This cap includes dental, vision and life insurance as well. Current cap of \$22,409 is 20/21 cap, and \$23,490 is the current year cap.

Current Cap:	\$ 22,409.00	
Proposed Cap:	\$ 23,490.00	
Average Capped Amount increase or (decrease) per employee	\$1,081.00	4.82%

**TOTAL COST OR (SAVINGS) OF COMPENSATION CHANGES
(REGARDLESS OF WHETHER PREVIOUSLY BUDGETED IN WHOLE OR IN PART)**

Section 5: TOTAL COST INCREASE OR (SAVINGS) FOR SALARIES AND BENEFITS IN THE PROPOSED AGREEMENT:

Current Year Combined Cost Before Settlement: *(data pulls from above)*

(Based on YTD Actuals Projected through 6/30 and current agreement)

Salaries	\$ 4,345,854.00	
Benefits	\$ 1,666,748.00	
Total:		\$ 6,012,602.00

Current Year Cost After Settlement: *(data pulls from above)*

(Include any retroactive pay increases or (decreases) or one-time bonuses/stipends or (reductions)):

Salaries	\$ 4,562,989.00	
Benefits	\$ 1,736,319.00	
Total:		\$ 6,299,308.00

TOTAL COST INCREASE OR (DECREASE)	\$286,706.00
<i>(This amount should tie to the multiyear projection sections for 1XXX-3XXX)</i>	
PERCENTAGE CHANGE	4.77%
1% CHANGE IN SALARY AND STATUTORY BENEFIT COSTS (prior to any settlements):	\$ 53,140.57

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

OTHER PROVISIONS (COMPENSATION AND NON-COMPENSATION)

Section 6: The following are additional compensation and non-compensation provisions contained in the proposed agreement: (Indicate, IN DETAIL, the terms of the agreement covered in each section)

A. OTHER COMPENSATION: Off-Schedule Stipends/Bonuses, Reductions, etc. (amounts, staff affected, total cost and/or savings).

Additional compensation as of 7/1/22, RSP classroom aides will increase by 15 minutes per day, for a total of 5.5 hours per day, making them eligible for pro-rated health benefits. Also, office managers work years will increase by 3 days in 22/23.

B. NON-COMPENSATION: Class Size Changes (indicate before and after class sizes/grades affected; and, if applied for CDE waiver (attach copy)), Staff Development Days, Teacher Prep Time, etc..

N/A

C. REOPENERS, CONTINGENCY AND/OR RESTORATION LANGUAGE: Describe specific areas identified for Reopeners, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action to BAS upon approval.

The entire contract will be open in 22/23 with the exception of salaries and health benefits.

Section 7: State Minimum Reserve Standard Calculation:

Total Expenditures and Other Uses: *(pulls from MYP Sec. 9)*
 Minimum State Reserve Percentage (input %)
 Minimum State Reserve Requirement: *(Formula includes Total Exp/Uses x Minimum Reserve %)*

\$	39,376,938.00
	3%
\$	1,181,308.14

FISCAL IMPACT IN CURRENT AND TWO SUBSEQUENT FISCAL YEARS

Section 8: Date of governing board approval of budget revisions in Section 9, Col.2 (below) in accordance with E.C. 42142 and Government Code 3547.5. (Pulls from above Governing Board Date plus 45 days)

5/19/2022

Provide proof that board-approved budget revisions have been input within 45 days. Date budget revisions input/BT #'s:

BT #'s:	3/7/2022
---------	----------

If the board-approved revisions input are different from the proposed budget adjustments in Col. 2 provide a detailed explanation of differences.

	2020/21	2020/21	2021/22	2021/22	2022/23	2022/23	2023/24	2023/24	COMMENTS
Enrollment (CALPADS)	3,139.00	3,047.00	3,047.00	3,017.00	3,017.00	3,017.00	3,017.00	3,017.00	District enrollment / ada projections: DECLINING by 30 in 22/23; Seat attendance returns to 97.4 from 95.2 in 22/23
Enrollment / P2 ADA District Projected	0.974	0.952	0.952	0.979	0.979	0.979	0.979	0.979	
ADA Funded ADA County ADA Total Funded ADA	3,056.00	2,902.00	2,902.00	2,953.55	2,953.55	2,953.55	2,953.55	2,953.55	District experienced declining enrollment and ADA in 21/22 County ADA funded LCFF paid through district general ledger
[Does not include County ADA]	6.19								
County ADA	3,061.91								
Total Funded ADA	0.28								
District ADA Growth / Decline from funded				(153.72)					Projecting continued declining enrollment, but return to normal seat attendance in 22/23, flat in 23/24
LCFF Per ADA Amount									
Federal Revenue									
Deferred Revenue									
Prior Year Accruals									
Significant Programs									
Title I (Resource 3010)	439,885.00	516,466.00	516,466.00	337,040.00	337,040.00	337,040.00	337,040.00	337,040.00	ongoing funding (deferred rev shown in 21/22)
Federal IDEA (Resource 3310)	640,156.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	642,093.00	ongoing funding (annual contribution required)
IDEA - Part B, Prschl Grnt - (Resource 3315)	18,758.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	19,113.00	ongoing funding (annual contribution required)
Title II, Part A (Resource 4035)	110,281.00	152,617.00	152,617.00	72,427.00	72,427.00	72,427.00	72,427.00	72,427.00	ongoing funding (deferred rev shown in 21/22)
Title III LEP (Resource 4203)	42,815.00	52,370.00	52,370.00	25,326.00	25,326.00	25,326.00	25,326.00	25,326.00	ongoing funding (deferred rev shown in 21/22)
Special Education Revenue									
State (Resource 6500)	2,078,866.00	2,206,778.00	2,206,778.00	2,554,778.00	2,554,778.00	2,554,778.00	2,364,778.00	2,364,778.00	Includes COLA estimates in out years Reimbursement from sepa "Out of Home Care" funds for Foster/Adopted student related services - psych and counseling interns SELPA Mental Health expenses eligible for reimbursement
State (Resource 6502)	190,351.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	310,266.00	
State (Resource 6546/formerly 6512 in 20/21)	343,895.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	203,391.00	
Class Size Reduction K-3 24:1 Progress Made?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
State Revenue									
Deferred Revenue									
Prior Year Accruals									
Significant Programs									
Lottery									
Prop 20 ADA / (Resource 6300, Object 8560)	172,345	172,345	172,345	172,345	172,345	172,345	172,345	172,345	Lottery Projection funded on prior year ada, increased 1.0446% @\$49 per ada (plus minor py air excess)
Non Proj ADA / (Resource 1100, Object 8560)	488,311	488,311	488,311	488,311	488,311	488,311	488,311	488,311	Lottery Projection funded on prior year ada, increased 1.0446% @ \$150 per ada (plus minor py air excess)
Mandated Costs	98,524.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	100,222.00	Mandate Block Grant
Local Revenue									
General Fund									
Lease / Rental Income in Fund 40 (obj 8650)	695,265.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	Maybrook Campus lease to Heights Christian terms 6/30/19 Lease / Rental Income is recorded in Fund 40; Maybrook campus vacant 7/19 - use for interim housing during modernization; WCHS continues at Starbuck property
Transfers (Object 8919)	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	Fund 40 supports Deferred Maintenance Program in Fund 14 @ \$300k
Fund 13									
Fund 21									
Transfers (Object 7619)	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	Fund 01 to Fund 13 for bad debt annually (COVID reprieve for 2021 and 21/22)
Fund 01									
Fund 40									
LUSD 2122 MYP SI ASSUMPTIONS.xlsx									
MYP--ASSUMPTIONS									
3/29/2022									

2020/21 2020/21 2021/22 2021/22 2022/23 2022/23 2023/24 2023/24 COMMENTS

	2020/21	2020/21	2021/22	2021/22	2022/23	2022/23	2023/24	2023/24	COMMENTS
One - Time Expenditures	3,018,418.00	-	2,954,143.00	-	987,371.00	-	987,371.00	-	Federal and State Pandemic Funding - spend until 23/24
One - Time Revenue	7,667,507.00	-	472,000.00	-	-	-	-	-	School Site/Restricted Carryover Appropriated Federal and State Pandemic Funding - spend until 23/24
Budgeted Raise	2%	5%	4%	0%					Bargaining for salary resumes in 23/24; Entire contract open in 22/23
Certificated	138.40	141.60	141.60	141.60	141.60	141.60	142.60	142.60	Dual Language Program began 19/20 (2 fte), add 2 fte in 20/21, and 1 fte annually through grade 6 in 24/25; added 2.0 TOSA's in 20/21; increased SLP by 0.2 in 21/22
Classified	83.00	85.30	85.30	85.30	85.30	85.30	85.30	85.30	Does not include 8 Psych or Counseling interns/ add SLPAA in 21/22
Management/Psychologists/Counselor	26.00	26.00	26.00	26.00	26.00	26.00	27.00	27.00	Adding back E. P. Elementary Principal in 22/23
Health & Welfare Caps Dental, Vision, Life Insurance	\$ 21,317.00 \$ 1,567.00	\$ 21,938.00 \$ 1,567.00	\$ 21,938.00 \$ 1,567.00	\$ 23,254.00 \$ 1,567.00	\$ 23,254.00 \$ 1,567.00	\$ 23,254.00 \$ 1,567.00	\$ 24,649.24 \$ 1,567.00	\$ 24,649.24 \$ 1,567.00	Projected 6% increase future years based upon max historical increase Dental, Vision and Life
Retiree Benefits (object 37xx)	246,150.00	267,000.00	267,000.00	267,000.00	267,000.00	267,000.00	267,000.00	267,000.00	Funded on pay as you go basis until 21/22; begin deposits to trust account with \$440,000 in 21/22, and \$100,000 annually thereafter. Expenditures for retirees usually flat year to year.
Statutory Benefits									
STRS	16.15%	16.92%	16.92%	19.10%	19.10%	19.10%	19.10%	19.10%	STRS "tops out" at 19.10% in current legislated amount
PERS	20.70%	22.91%	22.91%	26.10%	26.10%	26.10%	27.10%	27.10%	PERS continues to rise in current actuarial projections
FICA	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	
MEDI	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	
SUI	0.05%	0.50%	0.50%	0.50%	0.50%	0.50%	0.20%	0.20%	SUI drops to 0.2% in 23/24
WC	1.599%	1.627%	1.627%	1.627%	1.627%	1.627%	1.627%	1.627%	Flat costs in out years
Step & column									
Certificated	actual	actual	actual	actual	actual	actual	actual	actual	Includes Column estimate of \$78k annually
Classified	actual	actual	actual	actual	actual	actual	actual	actual	Excludes longevity estimate of \$30k annually
Non-Unit	actual	actual	actual	actual	actual	actual	actual	actual	Excludes Longevity estimate
Capital Outlay Plans	21,000,000.00	13,000,000.00	13,000,000.00	13,000,000.00	13,000,000.00	13,000,000.00	7,000,000.00	7,000,000.00	GO Bond \$48 M approved November 2018 - Series 1 issued July 2019, Series 2 issued November 2020 (final issuance)
Positive/(Deficit) Spending									
Unrestricted	2,501,669.00	(752,001.00)	(752,001.00)	(1,434,000.00)	(1,434,000.00)	(1,434,000.00)	(961,000.00)	(961,000.00)	
Restricted	1,067,841.00	(549,482.00)	(549,482.00)	-	-	-	-	-	
Total	3,569,510.00	(1,301,483.00)	(1,301,483.00)	(1,434,000.00)	(1,434,000.00)	(1,434,000.00)	(961,000.00)	(961,000.00)	
Contributions to restricted									
Special Education (Resource 6500)	(1,304,317.00)	(1,783,352.00)	(1,783,352.00)	(1,883,352.00)	(1,883,352.00)	(1,883,352.00)	(1,983,352.00)	(1,983,352.00)	Assumptions include \$100,000 annual increase (researching why contributions are increased in 21/22)
Certificates of Participation	None	None	None	None	None	None	None	None	
Routine Repair & Maintenance (Resource 8150)									
									Applicable with the 21/22 year for the first time ever!
Special Education Excess Costs (objects 5100, 7141 & 7142)									
TRANS									
Cash									
Other Funds									
									2 students in outside programs
	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	
	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	Positive Balance	

	18-19	19-20	20-21	21-22	22-23	23-24
	UA	UA	UA	SI	Projected	Projected
	2.71%	3.26%	0.00%	5.07%	6.17%	3.61%
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)
LCFF COLA						
Income	32,044	32,640	35,642	38,076	38,420	39,739
Expenditures	29,869	30,944	32,073	39,377	39,854	40,700
Net Operating	2,175	1,696	3,569	(1,301)	(1,434)	(961)
Other Sources/Uses	(856)	(286)	0	0	0	0
Net Fund Balance Change gain/(loss)	1,319	1,410	3,569	(1,301)	(1,434)	(961)
Beginning Balance 7/1	6,036	7,355	8,765	12,334	11,033	9,599
Ending Balance 6/30	7,355	8,765	12,334	11,033	9,599	8,637

Fund Balance Components						
Stores/Revolving Cash	10	10	10	10	10	10
Committed	0	0	0	0	0	0
Restricted - Categorical Funds	556	360	1,057	507	507	507
Designations (Board Restricted (i.e. schools carryover, etc.)	2,939	3,307	9,663	2,138	2,138	2,138
Amount Needed to meet Reserve (5%)	1,493	1,562	1,604	1,969	1,993	2,034

Amount Above/(Below) Desired Reserve Level	2,357	3,526	0	6,409	4,951	3,948
Percentage of Reserves Available	8%	11%	0%	16%	12%	10%
ASSIGNED AMOUNTS :						
Chrome and Textbooks				2,038		
GASB-Retiree HW				0		
OCDE Transition				100		
Site Carryover (Year End Only)				0		
Future Program Operations				0		
Unfunded Liabilities				0		
TOTAL				2,138		

SALARY INCREASES/DECREASES YEAR:
 0.0% 2021/22
 3.9% 2022/23
 0.0% 2023/24

21/22 Income rolled forward	38,076	object
LCFF funded on 21/22 ADA due to declining enrollment	8000	
LCFF Increase COLA @ 6.17%	1,011	8000
21/22 ADA - Loss of 143 ada down 92 enrolled and seat attendance drop from 97% to 95%	8000	
22/23 ADA - Assume loss of addl 30 ADA and seat att % returns to 97.4%, net increase of 40.55 ADA		
Add 6.17% COLA Special Ed per SELPA calculations, declining enrollment	343	8700 R
Remove in Person Instruction Revenue received in 21/22	(507)	8500 R
Remove LADDPH Grant - paid for mostly existing salaries and benefits so no expenditure savings	(608)	8280 R
lie to secs myp		

object summary
1,011 8010-8088
(508) 8100-8288 R
(507) 8300-8588 R
348 8600-8798 R
344

Total 38,420

344 cross foot
0 okay

21/22 expenses rolled forward (EXCLUDE TRANSFERS OUT)	39,377	object
PROJECTED INCREASES	948	1000
Reduce 1.0 Teaching FTE due to declining enrollment ?	(85)	1000
Add 1.0 FTE for Dual Language Program (Grade 4)	85	1000
Savings from 2 teacher retirements/attrition @ \$25k per ft	(50)	1000
Assume Special education encroachment increases \$	100	5000
Add E1 Portal Principal \$AB	150	1000
Step/columbi all lie; no retiree savings (1.4%) Assume column cost of \$110,000	312	1000
Step/longevity cost 1.8%	91	2000
Step/longevity mtrs 0.7%	25	2000
H&W increase above prior year - all employees 6%	259	3000
remove restricted carryover-assumed fully spent in 21/22	(1,057)	4000 R
remove school site and miss grant - assume fully spent in 21/22	(472)	4000
STRS Rate increase of 2.18% to 19.10% total	279	3000
PERS Rate increase of 3.19% to 25.1% total	109	3000
STRS/PERS Rate increase combined (Management)	72	3000
Remove \$440k deposit to liability trust; add \$100k annual deposit to trust	(340)	3000
add 3.69% for CPI on unrestricted objects 4-7	103	5000
Remove LACOE contract costs for peoplesoft, poprods, abase, etc.	(50)	4000
Add Special Ed funding increase to restricted program	348	4000 R
Remove Chromebook Expense	(400)	4000
Removed from restricted expense covered by LADDPH grant in 21/22	(508)	4000 R
Add back unrestricted expense covered by LADDPH grant in 21/22	508	4000
	0	4000
Assume out of district placements remain the same	50	5000
Add Nov. 2022 election expense	50	5000
Tie to SACS MYP		
TOTAL	39,854	
TOTAL	0	
TOTAL	39,854	

object summary
1,360 1000
116 2000
379 3000
(1,631) 4000 R=(-1,217), U=(-414)
253 5000
477

477 cross foot
0 okay

4000 object recon UR v R
348 R
(508) R
(1,057) R
(1,217) Net

(472) U
(50) U
(400) U
508 U
(414) Net
(1,531) Grand Total

TOTAL 39,854

Transfers out to DM or cafeteria fund 0

22/23 Income rolled forward	38,420	object
LCFF funded ada declines by 77 add in 22/23; funded on 21/22 ADA (enroll decline is 77)	0	8000
LCFF increase COLA is 3.5% (flat enrollment and sda)	1,509	8000
	0	8500
23/24 Projected Income	38,420	object
Add 3.11% COLA Special Ed on \$2,xxx state revenue; declining enrollment; drops Lottery remains unchanged for flat enrollment	(180)	8700 R
	8500	
	0	

Adjust selva Mental Health for enrollment changes and funds availability tie to sacs myp

39,739

Total

22/23 expenses rolled forward (EXCLUDE TRANSFERS OUT)	39,854	object
PROJECTED INCREASES	0	1000
Reduce 1.0 Teaching FTE due to declining enrollment (flat enrollment in 23/24)	0	1000
Add 1.0 FTE for Dual Language Program (Grade 5)	85	1000
Savings from 2 teacher retirements/attrition @ \$25k per fle	(50)	1000

Total	100	5000
Assume Special education encroachment increases \$	328	1000
Reduce 4.0 Teaching FTE due to declining enrollment/ESSER 3 Elimination?	75	2000
Step/column all lea, no retiree savings (1.4%). Assume column cost of \$110,000	15	2000
Step/longevity csea, 1.6%	275	3000
Step/longevity nris, 0.4%	4000	
H&W increase above prior year - all employees 6%	4000	
remove restricted carryover-assumed fully spent in 21/22	0	3000
remove school site and miss grant - assume fully spent in 21/22	35	3000
STRS Rate increase of 0.0% to remain at 19.10%	8	3000
PERS Rate increase of 1.0% to 27.10% total	(59)	5000
STRS/PERS Rate increase combined (Management)	84	5000
Reduce unemployment all employees from 0.5% to 0.2%	0	4000
add 2.9% for CPI on unrestricted objects 4-7	4000	

Add Supplemental Grant NEW Expenses - n/a assume SIC increases cover

	0	4000
	0	4000
	0	2000
	0	4000
	0	4000
	0	4000
	(59)	5000
	5000	
	40,700	

TOTAL

Transfers out to DIM OR cafeteria fund

TOTAL

0

40,700

object summary	
1,509	8010-8099
0	8100-8299
0	8300-8599
(190)	8600-8799 R
1319	

1,319	cross foot
0	okay

object summary	
363	1000
90	2000
318	3000
0	4000
75	5000
846	

846	cross foot
0	okay

	18-19 UA	19-20 UA	20-21 UA	21-22 SI	22-23 Projected	23-24 Projected
UNRESTRICTED FUNDS						
Income	28,089	28,823	28,281	29,607	30,618	32,127
Expenditures	24,482	24,858	24,338	26,822	26,316	29,162
Net Operating	3,607	3,965	3,943	2,985	2,302	2,965
Other Sources/Uses	(2,630)	(1,887)	(1,442)	(3,736)	(3,736)	(3,926)
Net Fund Balance Change	977	1,978	2,501	(751)	(1,434)	(961)
Beginning Balance	5,819	6,797	8,775	11,276	10,525	9,091
Ending Balance	6,796	8,775	11,276	10,525	9,091	8,129
RESTRICTED FUNDS						
Income	3,955	3,817	7,361	8,469	7,802	7,612
Expenditures	5,387	6,085	7,735	12,755	11,538	11,538
Net Operating	(1,432)	(2,268)	(374)	(4,286)	(3,736)	(3,926)
Other Sources/Uses	1,774	1,701	1,442	3,736	3,736	3,926
Net Fund Balance Change	342	(568)	1,068	(550)	-	-
Beginning Balance	214	556	(11)	1,057	507	507
Ending Balance	556	(12)	1,057	507	507	507

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

Section 10: MULTI-YEAR CONTRACT AGREEMENT PROVISIONS: The proposed agreement contains the following COLAs and other compensation/non-compensation provisions for subsequent years as follows *(text pulls into disclosure)*: Send copy of final Agreement to BAS upon Board Approval

3.5% across the board salary increase in 22/23. Also in 22/23, Increase of 15 minutes per day for RSP instructional aides, and increase of 3 days to office manager work year.

Section 11: FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS: The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years. (Include any compensation/noncompensation provisions specified below.) *(text pulls into disclosure)*:

COLA of 6.17% in 22/23. 6% increase in h7w premiums. Additional assumptions are outlined in the attached MYP assumptions page.

Section 12: NARRATIVE OF AGREEMENT: Provide a brief narrative of the proposed changes in compensation or health premiums, including percentage changes, effective dates, and comments and/or explanations. *(text pulls into disclosure)*:

Effective 7/1/21, salary is increased by 5%. Effective 7/1/22, salary is increased by 3.5%. In 22/23, RSP instructional aides are increased by 15 minutes per day (to total 5.5 hours per day, same as SDC aides), and the office manager work year is extended by 3 days.

Section 13: SOURCE OF FUNDING FOR PROPOSED AGREEMENT: Provide a brief narrative of the funds available in the current year to provide for the costs of this agreement. *(text pulls into disclosure)*:

LCFF funds and unrestricted reserves will be used to fund this two year agreement. The planned deficit spending is 3.6% in 22/23. 21/22 deficit spending will not be as great as reflected when the fiscal year is closed due to the legally and locally restricted carryover currently budgeted, that will not be spent, overstates the current year deficit spending.

SUMMARY OF PROPOSED AGREEMENT

BETWEEN THE

Lowell Joint

SCHOOL DISTRICT

ADDITIONAL FISCAL INDICATORS- CRITERIA AND STANDARDS A.5.

This section is in response to the Criteria and Standards Additional Fiscal Indicators #A.5., which asks: "Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state cost of living adjustment."

Section 14: COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT LOCAL CONTROL FUNDING FORMULA (LCFF):

(A)	Current-year (CY) LCFF Average Rate per ADA: (CY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	Estimated \$9,456.00
(B)	Less Prior-Year (PY) LCFF BASC Calculator Rate per ADA: (PY LCFF Entitlement per ADA, FCMAT LCFF Calculator, Calculator Tab, Row 79)	\$8,930.00
(C)	= Amount of Current-Year Increase or (decrease): (A) minus (B)	526.00
(D)	= Percentage Increase or (decrease) in LCFF per ADA: (C) divided by (B)	5.89%
(E)	ADA Increase/(Decrease) from Prior Year as % Current year P-2 LCFF funded ADA (greater of PY guarantee or current year)	0.00%
	Prior Year P-2 LCFF funded ADA (greater of PY guarantee or current year)	3,056.49
		3,056.49
(F)	Total LCFF % increase or (decrease) plus ADA % change	5.89%
(G)	Indicate Total Settlement Percentage Change from Section 5	4.77%

If proposed agreement % on Line G is greater than Line F, please provide explanation below:

N/A

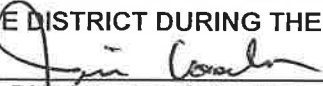
CERTIFICATION


To be signed by the **District Superintendent AND Chief Business Official upon submission to the Governing Board** and by the **Board President upon formal Board action** on the proposed agreement.

Districts with a Qualified or Negative Certification : Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review **10 days prior to the board meeting that will ratify the agreement**.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200, AB 2756, GC 3547.5, and GC 3540.2.

WE HEREBY CERTIFY THAT THE COSTS INCURRED BY THE SCHOOL DISTRICT UNDER THIS AGREEMENT CAN BE MET BY THE DISTRICT DURING THE TERM OF THE AGREEMENT.

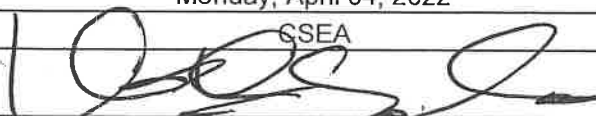

District Superintendent - signature


Chief Business Official - signature

3/29/22
Date

3/29/2022
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on Monday, April 04, 2022 took action to approve the proposed Agreement with the Bargaining Unit.


CSEA
President, Governing Board - signature

4-4-22
Date

LOWELL JOINT SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

NOTICE OF CONSIDERATION

NOTICE IS HEREBY GIVEN that the Board of Trustees (“Board”) of the Lowell Joint School District (“School District”) at its regular Board meeting to be held in the Board Room at the District Office, 11019 Valley Home Avenue, Whittier CA, on Monday, April 4, 2022, pursuant to California Environmental Quality Act (CEQA) Fish and Game Code Section 711.4 (a), (b), (c), and (e) Ord. 91-0225 ~1, 199, is hereby providing notice of Public hearing for interested parties. Under the voter’s approval of Measure LL, the District has been authorized to upgrade and modernize its five elementary schools and one intermediate school. The District has filed a Notice of Exemption with the Orange County Clerk.

The Lowell Joint School District will be undertaking a construction project of minor work to existing buildings to complete venting and condensate lines for an HVAC system, removal and replacement of roofing materials and installation of a new Fire Alarm system on existing buildings at:

MEADOW GREEN ELEMENTARY SCHOOL
12025 Grovedale Drive
Whittier, CA 90604

which will commence on or about June 3, 2022

The “project” consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public structures, facilities mechanical equipment or topographical features, involving negligible or no expansion of use beyond that existing at the time of the agency’s determination. This notification will be posted on the District’s website upon Board approval and at the work site.

Questions and/or comments can be made during the regularly scheduled April 4, 2022 Board Meeting during the Comments from the Public. The Notice of Public Hearing was published in the Orange County Register on March 23, and March 30, 2022

Should you wish, inquiries and comments can be directed to David Bennett, Assistant Superintendent, Facilities and Operations, dbennett@ljsd.org or by calling (562) 902-4291

David Bennett, Assistant Superintendent Facilities and Operations
Lowell Joint School District

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2021/22 NO. 859

**RESOLUTION ADOPTING A NOTICE OF EXEMPTION FOR
THE MEADOW GREEN ELEMENTARY SCHOOL PROJECT**

WHEREAS, the Lowell Joint School District (“District”) operates Meadow Green Elementary School at 12025 Grovedale Dr., Whittier, California; and

WHEREAS, the District proposes a project at Meadow Green Elementary School (“Project”); and

WHEREAS, the proposed project consists primarily of re-roofing existing buildings, replacing existing HVAC units with rooftop units, and upgrades to the current fire alarm system;

WHEREAS, prior to commencement of the Project, the District must comply with the California Environmental Quality Act (“CEQA”); and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations (“CEQA Guidelines”); and

WHEREAS, the Project is exempt under CEQA Guidelines Section 15301; and

WHEREAS, CEQA Guidelines Section 15301, Existing Facilities, sets forth an exemption from CEQA for the operation, repair, permitting, leasing, or minor alterations of existing public structures, mechanical equipment or topographical features, involving little or no expansion of use; and

WHEREAS, the Project meets the criteria set by CEQA Guidelines Section 15301; and

WHEREAS, the District has determined that the project is not subject to the exceptions to categorical exemptions set forth in CEQA Guidelines Section 15300.2; and

WHEREAS, the Site is not in a sensitive environment of hazardous or critical concern; and

WHEREAS, the Project’s environmental effects of known successive projects of the same type, and the environmental effects caused by other District projects including Maybrook, El Portal, Olita, and Macy Elementary Schools, over time, are not environmentally significant and cumulatively considerable; and

WHEREAS, the District is unaware of any unusual circumstances that would result in a reasonable possibility that the project will have significant effect on the environment; and

WHEREAS, the Project will not damage scenic resources within a highway officially designated as a State scenic highway; and

WHEREAS, the Site does not appear on a list compiled pursuant to Government Code Section 65962.5 due to historic contamination; and

WHEREAS, the Project will not cause a substantial adverse change in the significance of a historical resource.

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 the District has considered whether the Project may have a significant effect on the environment.
3. That the District has concluded that the Project will not have a significant effect on the environment.
4. The District adopts the Notice of Exemption (NOE) and incorporates the NOE by reference as fully set forth herein.
5. That the Project is subject to CEQA Guidelines Section 15301 and is not subject to any exemptions found in CEQA Guidelines Section 15300.2 and is therefore exempt from CEQA.
6. That the District approves the project.
7. That the District Superintendent, or Designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.
8. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 4th day of April, 2022, by the following vote:

AYES: Melissa A. Salinas, Karen L. Shaw, Anastasia M. Shackelford, William A. Hinz,
Anthony A. Zegarra

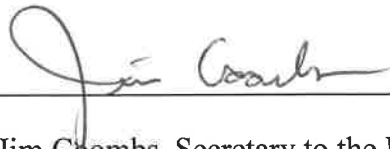
NOES: None

ABSTAIN: None

ABSENT: None

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 April, 2022, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 4th day of April, 2022.

A handwritten signature in cursive script, appearing to read "Jim Coombs", is written above a horizontal line.

Jim Coombs, Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2021/22 NO. 860

**RESOLUTION APPROVING GUARANTEED MAXIMUM PRICE (GMP)
FOR THE MEADOW GREEN ELEMENTARY SCHOOL PROJECT
TO ERICKSON-HALL CONSTRUCTION**

WHEREAS, the Lowell Joint School District (“District”) plans to perform HVAC, roof replacement, fire alarm, ADA, and related work at Meadow Green Elementary School (“Project”) utilizing the lease-leaseback construction delivery method, whereby the District will lease the site that it owns to a contractor who will construct improvements thereon and lease the Project and the underlying site back to the District;

WHEREAS, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term;

WHEREAS, the selection of any lease-leaseback proposer pursuant to Education Code section 17406 shall be based on a competitive solicitation process and a contract shall be awarded to the proposer providing the “best value” to the school district, taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, pursuant to Education Code section 17400(b)(1), “best value” means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications;

WHEREAS, on September 9, 2019, the District’s Board of Education adopted the Resolution approving the Pre-construction Services Agreement and the Request for Proposals (“RFP”) for the Projects setting forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the District;

WHEREAS, the RFP previously approved by the Board included the form Lease-Leaseback Agreement;

WHEREAS, a Proposal Evaluation Committee evaluated the qualifications of the proposals based upon the criteria and evaluation methodology set forth in the RFP, assigned scores to each proposal, and once the evaluation process was complete, the District determined the proposer with the best value score;

WHEREAS, based on the Proposal Evaluation Committee’s assessment of proposals, Erickson-Hall construction (“Contractor”) achieved the highest best value score;

WHEREAS, the District desires the Contractor to perform Pre-construction Services at Meadow Green Elementary School; and

WHEREAS, in order to construct the Project using the lease-leaseback construction delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to the Contractor; which provides for the sublease of the site and the lease of the Project by the Contractor back to the District; and a construction services agreement that contains construction provisions with which Contractor shall comply with respect to the construction of the Project (collectively, "Lease-Leaseback Agreement").

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. Determination of Best Value Contractor. The Lowell Joint School District implemented a RFP process and in accordance with Education Code section 17406, determined that Contractor was responsive and received the best value score based on the evaluation of objective criteria contained in the RFP.

Section 3. Award of Pre-construction Services Agreement. The District's Board of Education hereby awards Pre-construction Services Agreements included in the RFP to Contractor for Meadow Green Elementary School, for an amount not to exceed \$18,500.

Section 4. Award of Lease-Leaseback Agreement. The District's Board of Education hereby awards lease-leaseback contract to Contractor for the Project. The Lease-Leaseback Agreement which includes the Sublease, Site Lease and Construction Services Agreement were included in the RFP.

Section 5. Guaranteed Maximum Price. After pre-construction services were completed, and subcontractors selected by the Contractor for the Projects, the guaranteed maximum price shall be \$5,732,107 for the Project. The District's Board of Education must approve the final guaranteed maximum price prior to the start of any construction work on any Project. Pre-construction services shall be provided pursuant to a Pre-construction Services Agreement approved by the District's Board of Education.

Section 6. Other Acts; Delegation. The District's Board of Education hereby approves a delegation of authority and appoints its Superintendent, or his or her designee, who is hereby authorized and directed to negotiate and finalize the Pre-construction Services Agreements and Lease-Leaseback Agreements, and to carry out the intent of this Resolution. All actions taken pursuant to this delegation of authority shall be subject to ratification of the Board. Said delegation shall be valid until otherwise rescinded by the Board.

Section 7. Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Lowell Joint School District this 4th day of April, 2022, by the following vote:

AYES: Melissa Salinas, Karen Shaw, Anastasia Shackelford, William Hinz, Anthony Zegarra

NOES: none

ABSTAIN: none

ABSENT none

I, Melissa Salinas, President of the Lowell Joint School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.



President of the Board of Education
Lowell Joint School District

I, Anastacia Shackelford, Clerk of the Board of Education of the Lowell Joint School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Lowell Joint School District at a regular meeting thereof held on the 4th day of April, 2022, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Lowell Joint School District this 4th day of April, 2022.



Clerk of the Board of Education
Lowell Joint School District

LOWELL JOINT SCHOOL DISTRICT
MARQUEE INSTALLATIONS – MULTIPLE SITES
CUPCAA BID NO. 202122-02



Lowell Joint School District

A Tradition of Excellence Since 1906

**MARQUEE INSTALLATION
Multiple Locations**

**CUPCAA Project
Bid No. 202122-02**

Contact: Denise Soto, Facilities Secretary/Technician

Bid Deadline: Thursday, April 14, 2022, 2:00 p.m., PST

Lowell Joint School District

Facilities & Operations

11537 Grovedale Drive

Whittier, CA 90604

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* **Must be completed and submitted with bid – no exceptions.**

** Will be executed by successful bidder after award of bid, but before contract award is effective.

*** Guarantee to be provided upon completion of each project.

I. CUPCCAA NOTICE CALLING FOR BIDS

For Marquee Installation at multiple District locations

District intends to meet DVBE participation goals

District: Lowell Joint School District

Project: **Bid No. 202122-02**
Marquee Installations

License Requirement: **Class B – General Building Contractor**

Subcontractor License Requirements:

C-5 Framing and Rough Carpentry

C-8 Concrete

C-10 Electrical

C-12 Earthwork and Paving

C-45 Sign

Bid Deadline: **Thursday, April 14, 2022, 2:00 p.m., PST**

Place of Bid Receipt: Lowell Joint School District
Facilities & Operations
11537 Grovedale Drive
Whittier, CA 90604

Business Hours: 7:00 a.m. to 3:30 p.m. M-F

NOTICE IS HEREBY GIVEN that Lowell Joint School District of Los Angeles County, California, acting by and through its Board of Trustees, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, District requires that the bidder possess the required classification(s) of contractor's license(s) at the time the bid is submitted: **Classification "B" General Building Contractor**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Bid Documents can be downloaded from the District website at:

<https://www.ljsd.org/Departments/Facilities-and-Operation-Services/Bids-and-RFPs/index.html>

Bidder requests for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Denise Soto, Facilities Secretary/Technician, at dsoto@lisd.org. All requests must be submitted no later than **Thursday, April, 2022, 2:00 p.m., PST**. Any request made after such date shall not be addressed.

Bids shall be received at the place identified above, and shall be opened and publicly read aloud at the above-stated time and place. Each bid must conform and be responsive to the bid documents.

Each Bidder will need to comply with Senate Bill 854 (“SB854”) including, but limited to, registration with California Department of Industrial Relations (“DIR”). The DIR’s website is <http://www.dir.ca.gov>. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Copies of the wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

Each bid shall be accompanied by a bid security in the form of a certified or cashier's check payable to the District, or bid bond in an amount equal to at least 10% (ten percent) of the bidder’s total bid amount as a guarantee that the bidder, if its proposal is accepted, shall promptly execute the Agreement form, furnish a satisfactory Faithful Performance Bond in an amount of \$75,000, furnish a separate and satisfactory Payment Bond in an amount equal to 100% (one-hundred percent) of the contract amount, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the general conditions. In the event of failure to enter into the contract and execute the required documents, such bid security will be forfeited.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

A **mandatory Pre-bid Conference** will be held on **Tuesday, April 5**, beginning at **11:00am** at the following school sites:

- 11:00 – 11:15am: Macy Elementary School** 2301 W. Russell St., La Habra, CA
- 11:30 – 11:45am: El Portal Elementary School** 200 N. Nada, La Habra, CA
- 12:00 – 12:15pm: Olita Elementary School** 950 S. Briercliff Dr., La Habra, CA
- 12:30 – 12:45pm: Rancho Starbuck Intermediate** 16430 Woodbrier Dr., Whittier, CA

By order of the Governing board of the Lowell Joint School District of Los Angeles County.

II. SCOPE OF WORK

- A. Furnish Division of State Architect (DSA) approved plans for the fabrication of a 4'x8' cabinet and installation of owner furnished Optec display boards for wall mount and single-pole marquees.
- B. Provide labor and materials to fabricate cabinets for owner furnished Optec display boards. (Display board specifications included below).
- C. Install wall mount and single pole marquees per DSA approved plans. This includes structural reinforcement necessary for cabinet attachment to existing exterior walls and attachment to existing electrical power as well as all footings and attachments of single-pole sign
 - a. Bottom edge of wall mount sign is to be 6 feet from the ground and centered on wall per District.
 - b. Bottom edge of single-pole sign is to be 8 feet from the ground in pre-determined, District provided locations.

Work to be scheduled between May 2, 2022 and July 31, 2022

III. SPECIFICATIONS

Part I. General

1.01 General Conditions

- A. The contractor shall provide all materials, labor, tools and supplies to perform work except as noted in Section 3.04.
- B. The contractor shall cooperate with the property owner's representative in every way, which shall include conducting the work and at a time as agreed upon.
- C. Damage to existing property, of any nature, caused by the Contractor shall be repaired to the satisfaction of the owner at the Contractor's expense.

1.02 Sign Attachment

- A. Sign attachment for all sites follow:
 - a. Macy Elementary – Single-Pole
 - b. El Portal Elementary – Wall-Mount
 - c. Olita Elementary – Single Pole
 - d. Rancho Starbuck Intermediate – Wall-Mount
- B. The owner must approve cabinet fabrication prior to installation.

Part II. Products and Handling

2.01 Materials

- A. Materials shall be pure, unadulterated, first quality and shall be delivered to the project in original unbroken packages bearing the makers name and brand number.
- B. Materials shall comply with all current requirements of the Environmental Protection Agency, the appropriate Air Pollution Control District, and all other local, state, or Federal agencies.

2.02 Product Handling

- A. Contractor shall provide for owner to have on-site material storage container or room. The storage areas, rooms, or containers will be moved as directed by the owner.

2.03 Owner Furnished Products

A. Single Sided Unit

<i>Optec Model:</i>		<i>HB 10mm SMD Full Color</i>	
Display Specifications		Standard Features	
Product Line:	Infinity	Dimming Levels:	100 - Auto & Manual
LED Pixel Pitch:	10.0mm	Dimming/Temp. Sensor:	Included
Matrix Size:	120 x 256	Crate:	Included
Viewing Area:	3' 11 1/4" x 8' 4 13/16"	Software:	MeCloud
Cabinet Size:	3' 11 1/4" x 8' 4 13/16" x 6 11/16"	Software Upgrade:	5 Years Software Upgrades
Color:	RGB	Software Training:	Webinar
Color Processing:	RGB 281 Trillion Levels-M	Electrical & Venting Requirements	
LED's per pixel:	Red: 1 Green: 1 Blue: 1	AC Power Required:	Single Phase 120V or 240V 50/60Hz
Total # of LED's:	92160	Total Boot Up Amps* (120V):	17.2
Character Size:	2.75 Inches	Regular Operating Amps* (120V):	4.97
# of Lines/Char. Line:	17 line(s), 42 characters	Example Electrical Cost* (120V):	US\$0.78/Day
Brightness:	8000 NIT's (+5%)	Venting Requirement*:	328.29 CFM
Viewing Angle:	160 Degrees Horizontal	Terms of Purchase	
Display Configuration:	Single Face (1 Cabinet - Master)	FOB:	Ontario, CA
Maintenance Door:	Front	Payment Term:	50% Deposit, 50% Prior to Shipment
Cabinet Design:	Module	Delivery Lead Time*:	8 - 10 Weeks
Display Net Weight:	393.94 lbs. per face (+/- 10%)	Warranty*:	5 Year Parts Warranty (Cell Modem carries a 5 year part warranty)
Ventilation:	Rear Vent		

B. Dual Sided Unit

<i>Optec Model:</i>		<i>HB 10mm SMD Full Color</i>	
Display Specifications		Standard Features	
Product Line:	Infinity	Dimming Levels:	100 - Auto & Manual
LED Pixel Pitch:	10.0mm	Dimming/Temp. Sensor:	Included
Matrix Size:	120 x 256	Crate:	Included
Viewing Area:	3' 11 1/4" x 8' 4 13/16"	Software:	MeCloud
Cabinet Size:	3' 11 1/4" x 8' 4 13/16" x 6 11/16"	Software Upgrade:	5 Years Software Upgrades
Color:	RGB	Software Training:	Webinar
Color Processing:	RGB 281 Trillion Levels-M	Electrical & Venting Requirements	
LED's per pixel:	Red: 1 Green: 1 Blue: 1	AC Power Required:	Single Phase 120V or 240V 50/60Hz
Total # of LED's:	184320	Total Boot Up Amps* (120V):	34.3
Character Size:	2.75 Inches	Regular Operating Amps* (120V):	9.95
# of Lines/Char. Line:	17 line(s), 42 characters	Example Electrical Cost* (120V):	US\$1.56/Day
Brightness:	8000 NIT's (+5%)	Venting Requirement*:	656.58 CFM
Viewing Angle:	160 Degrees Horizontal	Terms of Purchase	
Display Configuration:	Double Face (2 Cabinets - Primary/Secondary)	FOB:	Ontario, CA
Maintenance Door:	Front	Payment Term:	50% Deposit, 50% Prior to Shipment
Cabinet Design:	Module	Delivery Lead Time*:	8 - 10 Weeks
Display Net Weight:	393.94 lbs. per face (+/- 10%)	Warranty*:	5 Year Parts Warranty (Cell Modem carries a 5 year part warranty)
Ventilation:	Rear Vent		

Part III. Execution

3.01 Scheduling of Work

- A. Contractor shall coordinate the commencement of all work with owners so as not to cause inconvenience to the facility.

3.02 Inspection

- A. Closely examine all surfaces. Any surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the owner's representative before installation commences.
- B. Thoroughly examine the specification at the site, in similar conditions under which work will be performed, before submitting a proposal. Clarify any questions or conditions with the owner.
 - 1. No allowance for lack of knowledge of obvious existing conditions will be made after bids have been opened.

3.03 Workmanship

- A. Provide best quality workmanship, performed by skilled labor.
- B. Perform work under conditions best suited to the production of acceptable work.
- C. All work will be subject to approval by the owner. Correct all work which does not comply with the intent of the specification.
- D. Protect all adjacent areas and surfaces from damage.
- E. Protect all landscaping during the project period.
- F. Dust control: provide continuous dust control as required to protect adjacent areas.
- G. Noise control: coordinate with the owner before using noisy, motorized equipment.
- H. Immediately clean up all accidental spatters or spillage, and restore the affected surface to its original condition.
- I. Provide a clean and liability-free work area.

3.04 Exclusions

- A. None

3.05 Surface Preparation

- A. Prepare surfaces in a skillful manner to produce finish work of first class appearance and durability.
 - 1. Crack and stucco repair: Use Elastomeric Patch and Elastomeric Caulking Compounds, Stucco Patch, etc. and match surface so surface is concurrent with surrounding areas.

3.06 Clean-Up

- A. At completion of work each day, remove all materials, ladders, machinery, supplies and dispose of all dirty rags, empty buckets, spray cans, dirty water, and leave work spaces and storage areas in a clean, acceptable condition.

GENERAL PROVISIONS

- A. The contractor shall provide all labor, equipment, tools, and material necessary to complete this work.
- B. The installed equipment, parts, and materials shall be of the size and capacity of and be functionally equal to the equipment and parts being replaced or per drawings and specifications supplied by the District.
- C. The contractor shall exercise all reasonable and necessary means to abate undue dust and noise at all time.
- D. The work shall be done in a workmanlike manner by competent, trained personnel, and in conformance with the building codes of the State, counties and cities in which the work is being done including Title 19 and 24, of the Education Code. Any work judged to be unsatisfactory by the District's appointed inspector, will be re-done at the Contractor's expense and may be considered grounds for termination of this Contract.
- E. The Contractor shall be properly licensed in accordance with the laws of the State of California.
- F. The Contractor shall take all necessary precautions to prevent injury or hazard to the Lowell Joint School District, and shall avoid causing unreasonable inconvenience to the District.
- G. The Contractor shall conduct operations in such a manner as to avoid damage to the property of the Lowell Joint School District or to adjacent property. If any such properties are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense and to the satisfaction of the District.
- H. Failure to begin the work or to pursue the work diligently shall be considered ground for termination of the contract.

- I. Special installations shall conform in workmanship and material to quality level stated in specifications.
- J. Any work determined by mutual agreement between Contractor and District to be performed under the quoted hourly rate shall have a total cost estimate prior to the start of work.
- K. Contractor will be responsible for submitting each individual estimate no later than three working days after being apprised of the potential project. Installation must commence immediately after contractor has received verbal approval AND a valid purchase order number. The exception to the latter would be a mutual agreement that a delay was necessary due to unavailability of certain specialized materials.
- L. The Contractor shall leave the work-site in a clean and neat condition. If the work-site is not left in a clean and neat condition, the Contractor will be called back to correct the condition at no extra charge to the District.

SUBSTITUTIONS

Substitution of material will require written approval from the Assistant Superintendent of Facilities and Operations, or designee, prior to job start up.

WORKMANSHIP

All work to be performed in a workmanlike manner in conformance with standard of the industry.

FAITHFUL PERFORMANCE BOND AND PAYMENT BOND

The Contractor will furnish and maintain a Faithful Performance Bond in an amount not less than **one hundred percent (100%)** of the total bid price and furnish and maintain a separate Payment Bond in an amount not less than **one hundred percent (100%)**. The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through the guarantee periods that are a part of the Contract awarded. **Bonds shall be on the forms set forth in these Project Documents.**

The required bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract.

PREVAILING WAGE

Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. Copies of the prevailing rate of per diem wages are on file at the appropriate office of the District. The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

OVERTIME

- A. Overtime is defined as time worked in excess of eight hours during a regular weekday shift; time worked on Saturdays, Sundays or holidays; or other time worked during hours defined as overtime in the applicable collective bargaining agreement.
- B. The term "wages" as used on this sheet shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

ACCEPTANCE OF WORK

Acceptance of completed project shall be the responsibility of the Assistant Superintendent of Facilities and Operations, or designee of the District.

PAYMENT

This is a service contract for routine maintenance and repair of Lowell Joint School District property. There will be no retention withheld on invoices for work completed under this contract.

TERM OF CONTRACT

The initial term of this agreement is one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

IV. INSTRUCTIONS TO BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME District.

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. **No other form/format is acceptable – business letterhead, 3-ring binders, coil binding, etc.**
2. **Form and Delivery of Bids.** The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to:

Lowell Joint School District
Facilities & Operations
11537 Grovedale Drive
Whittier, CA 90604

Attn: Denise Soto, Facilities Secretary/Technician

and must be received on or before **Thursday, April 14, 2022, 2:00 p.m., PST**, and shall be marked on outside lower left corner with bid number. Bidder's name shall also appear on the outside of the envelope. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. **Bid Security.** Each bid shall be accompanied by a bid security in the form of a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the bid, payable to District and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not

less than **one hundred percent (100%)** of the total bid price and a separate Payment (labor and material) Bond in an amount not less than **one hundred percent (100%)** of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect. It is understood and agreed that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. **If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.**

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by District may result in District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by signatures/initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, District may reject such bid as being nonresponsive. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work during the mandatory scheduled job walk, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits

and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. District is not making any warranties regarding said information. District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The Payment Bond shall be in the amount of 100% (one-hundred percent) of the contract amount in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate Faithful Performance Bond shall be in the amount of 100% (one-hundred percent) of the contract amount **on the forms included in the Project Documents.** The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded. **Each required bonds shall contain its own separate bond number, or a Declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract for construction.** All bond premiums shall be at bidder's cost.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies, or omissions relating to the Project Documents, a written request for an interpretation or correction thereof may be submitted to District. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at District's discretion and only by written addendum duly issued by District, and a copy of such addendum

will be provided to each prospective bidder registered under this bid. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on District. If there are discrepancies of any kind in the Project Documents, the interpretation of District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE.

EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by District, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, District may award the contract to the next lowest bidder until the lowest responsive, responsible bidder accepts or release all bidders.

13. Alternate Bids. N/A

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder," found herein (Section VIII).

District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by District. In this regard, District may conduct such investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to District's satisfaction within the prescribed time. District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of District.

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in District invoking the remedies of Public Contract Code Sections 4110 and 4111.

16. Insurance and Workers' Compensation. **Contractor/ Proposer shall submit with the Bid evidence that it can obtain insurance prior to Contract award. The following coverages are required. Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Lowell Joint School District** is to be named as **Additional Insured and Certificate Holder.**

Certificate Holder Information:

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

****Required Forms:**

Commercial General Liability Insurance -- 2nd page **Additional Insured Endorsement**

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

- | | |
|---|---|
| <input type="checkbox"/> Commercial General Liability
incl. Contractual Liab., and
Broad Form Property Damage | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| <input type="checkbox"/> Automobile Liability: | \$1,000,000 minimum limit per occurrence |
| <input type="checkbox"/> Material Hoist | \$1,000,000 minimum limit per occurrence |
| <input type="checkbox"/> Workers' Compensation: | As required by the California Labor Code |
| <input type="checkbox"/> Employers' Liability: | \$1,000,000 minimum limit per occurrence |

For all insurance coverages provided by contractor/proposer, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 1. Contractor/Proposer agrees to defend, indemnify, save and hold harmless the Lowell Joint School District (District), its officers, agents, representatives, employees and The Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of contractor/proposer; products and completed operations of the contractor/proposer; premises owned, occupied or used by the contractor/Proposer; or automobiles owned, leased, hired or borrowed by the contractor/proposer. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and the Board of Trustees.
 2. For any claims related to the Services, the contractor's/proposer's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and

the Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the contractor's/proposer's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

- E. The "Description of Operations" section must include the following: **The Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.**

The Contractor/proposer shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

17. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to District that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and District shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

21. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A" as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) District shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which District is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which District is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from District, and an original or certified copy of the document must be submitted to District.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit such document from District.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit such document from District.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be

completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to District, in an amount **three hundred fifty dollars (\$350.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized.

25. Escrow Agreement. N/A

26. Change Orders. N/A

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete District's Criminal Records Check Certification.

29. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

30. Disabled Veteran Business Enterprises. Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by District and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with District's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/PD> or (916) 375-4940. The successful bidder shall be required to submit to District the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to District so that District can assess its success at meeting the DVBE participation goal.

Bid Bond No.: _____

V. BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____
as Surety, a California admitted surety insurer, are held and firmly bound unto the Lowell Joint School District, hereinafter called District, in the sum of _____
(\$ _____) for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by District, enter into a written contract with District, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to District, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to District.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this __ day of ____, 2022, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____

Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____

Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

VI. BID FORM

Name of Bidder: _____

To: Lowell Joint School District, acting by and through its Governing Board, herein called "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**CUPCAA Bid No. 202122-02
MARQUEE INSTALLATION – MULTIPLE SITES
RANCHO STARBUCK INTERMEDIATE SCHOOL – WALL-MOUNT**

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

MACY ELEMENTARY SCHOOL

SINGLE-POLE MOUNT

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

EL PORTAL ELEMENTARY

WALL-MOUNT

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

OLITA ELEMENTARY SCHOOL

SINGLE-POLE MOUNT

All in strict conformity with the Project documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

BID PRICE SHEET

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bid to be awarded to lowest responsive, responsible bidder.

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to District the Agreement and will also furnish and deliver to District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by District. It is understood that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7th)** day after receiving District's Notice to Proceed, and shall be completed by the bidder in the time specified by District.

6. Communications conveying notice of award, , requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

(Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class _____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and

Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership

Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation

Name: _____
(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

.....

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

LOWELL JOINT SCHOOL DISTRICT
MARQUEE INSTALLATIONS – MULTIPLE SITES
CUPCCAA BID NO. 202122-02

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

VII. DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in District invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No.

Type of trade, labor, or service Date (Indicate if a	Name & License # of Subcontractor License Expiration Telephone No.* Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide District with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____
Name of Bidder

By: _____
(Signature of Bidder)

Print Name: _____

Address: _____

Telephone: _____

VIII. INFORMATION REQUIRED OF BIDDER

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No. _____

E-Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's CA State Contractors License No. _____ Class: _____

License Expiration Date _____

Name of License Holder _____

DIR Registration No. _____

- (5) Have you ever been licensed under a different name or different license number?

Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

_____ Name	_____ Title
_____	_____
_____	_____
_____	_____

(7) Number of years as a contractor in this type of construction work: _____

(8) Person who inspected work site:

Name and Title: _____

Date of Inspection: _____

(9) How many years' experience have you had in school construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(10) How many years' experience have you had in public construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

(12) Have you ever been barred from bidding on any school or public construction project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details _____

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ___ No ___ If the answer is “Yes,” give dates, names, and addresses of public agency and details. _____

(15) Have you ever brought any claim(s) against a public agency? Yes ___ No ___ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome.

(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes ___ No ___ If the answer is “Yes,” provide name of public agency and details. _____

(18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	()
_____	_____	()
_____	_____	()

(19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of District?

Yes ___ No ___ If so, please elaborate.

(20) List at least five (5) of your most recent school construction projects.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

(21) Are you currently under contract for another project? Yes ___ No ___ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(22) Are there projects not listed above that will be undertaken during the duration of District's Project? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(23) Additional information required: _____

(24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

LOWELL JOINT SCHOOL DISTRICT
MARQUEE INSTALLATIONS – MULTIPLE SITES
CUPCCAA BID NO. 202122-02

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

IX. WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor
By: _____
Signature

Print Name

Title

Date

LOWELL JOINT SCHOOL DISTRICT
MARQUEE INSTALLATIONS – MULTIPLE SITES
CUPCAA BID NO. 202122-02

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

X. CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE 17076.11

In accordance with Education Code Section 17076.11, Lowell Joint School District (District) has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by District. At the time of execution of the contract, the Contractor will provide a statement to District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the contractor will provide appropriate documentation to District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that District can assess its success at meeting this goal.

The contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, District will require the contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

Fax

E-mail

XI. NONCOLLUSION DECLARATION

IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

XII. FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Lowell Joint School District of Los Angeles County, California (hereinafter referred to as "District"), awarded _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as

_____;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to District for one hundred percent (100%) of the total amount payable by District under the terms of the contract awarded by District to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ () year(s) after the acceptance of the work by District, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect District from loss or damage made evident during the period of _____ () year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by District to be, in default under the contract, District having performed District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and District, and make available as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term, "balance of the contract price", as used in this paragraph shall mean the total amount payable to Contractor/Principal by District under the contract and any modifications thereto, less the amount previously properly paid by District to the Contractor/Principal.

Surety expressly agrees that District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if District, when declaring the Contractor/Principal in default, notifies Surety of District's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than District named herein or the successors or assigns of District. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By: _____

Signature

(Mailing Address, Telephone
No. and Facsimile No. of Surety)

Print Name and Title

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

XIII. PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Lowell Joint School District of Los Angeles County, California ("hereinafter referred to as District"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____;

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto District for one hundred percent (100%) of the total amount payable by District under the terms of the contract awarded by District to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between District and original contractor or on the part of any obliged party named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____	(Name and address of Surety)
_____	(Name and address of agent or representative in California, if different from above)
_____	(Telephone and facsimile number of Surety or agent or representative in California)

[remainder of page intentionally left blank]

IN WITNESS HEREOF, we have hereto set our hands and seals on this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

XIV. AGREEMENT

THIS AGREEMENT, dated _____, in the County of Los Angeles, State of California, is by and between Lowell Joint School District, (hereinafter referred to as "District"), and _____, (hereinafter referred to as "Contractor").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **BID NO. 202122-02, MARQUEE INSTALLATIONS – MULTIPLE SITES** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.

3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7th) day after receiving District's Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with four (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$350.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, CONTRACTOR shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to

accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if the CONTRACTOR provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A
11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Designation of Subcontractors
4. _____ CA Contractors License Number
5. _____ DIR Registration Number
6. _____ Information Required of Bidder
7. _____ Contractor's Certificate Regarding Workers' Compensation
8. _____ Certification – Participation of Disabled Veteran Business Enterprise

- 9. _____ Noncollusion Declaration
- 10. _____ Faithful Performance Bond
- 11. _____ Payment Bond
- 12. _____ Agreement
- 13. _____ Drug-Free Workplace Certification
- 14. _____ Certification by Contractor Criminal Records Check
- 15. _____ Contractor’s Certificate Non-Asbestos Containing Materials
- 16. _____ Tobacco Use Policy
- 17. _____ Conflict of Interest
- 18. _____ Compliance With Safety Regulations
- 19. _____ Certificate Of Liability Insurance
- 20. _____ W-9 Form

CONTRACT TERM

The terms of this base contract is for one year beginning _____, through _____, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

District

Contractor

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

XV. GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one year (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by District, the undersigned authorizes District to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

[remainder of page intentionally left blank]

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

XVI. OTHER REQUIRED DOCUMENTS

- **Drug-Free Workplace Certification***
- **Certification by Contractor Criminal Records Check***
- **Contractor’s Certificate Regarding Non-Asbestos Containing Materials***
- **Tobacco Use Policy***
- **Conflict of Interest***
- **Compliance With Safety Regulations***
- **Certificates of Liability Insurance****
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with “Sample”
- **W-9 Form****

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section §8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Government Code Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To Board of Trustees of Lowell Joint School District:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for District, my employees
 will **OR** will not have contact with students of District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ to be sufficient to reimburse itself for its costs incurred in processing the application.

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to it. When the DOJ ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the DOJ shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the DOJ and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to District's Board of Trustees that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the

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CUPCAA BID NO. 202122-02

state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Denise Soto at (562) 902-4290.

**CONTRACTOR’S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Per Article 69 of the General Conditions.

Certification for _____ . We hereby certify that no Asbestos or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the Lowell Joint School District under Project/Bid No. 1516-03.

- (a) Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to District.

Date

Name of Contractor

By: _____
Signature

Print Name

Title

TOBACCO USE POLICY

In the interest of public health, Lowell Joint School District (District) provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?

c. In which department(s) of District did you work?

d. Who was/were your Supervisor(s)?

e. Please describe your job duties and responsibilities for each District position held?

f. What was your last date of employment?

2. Do any Board of Trustee Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustee member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by District? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

[remainder of page intentionally left blank]

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I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20__; in the _____ (City), _____ (State).

(Signature)

(Printed Name)

(Title)

COMPLIANCE WITH SAFETY REGULATIONS

(a) Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at contractor's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported in writing to District by contractor. Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by contractor at contractor's expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and contractor shall so act if so authorized or instructed by District. Any compensation claimed by contractor on account of emergency work shall be determined by written agreement with District.

(d) Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) Contractor shall (unless waived by District in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by District.
- (4) When directed by District, take preventive measures to eliminate objectionable dust.
- (5) Enforce all instructions of District regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to District.

Date

Name of Contractor

By: _____

Print Name

Title

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Lowell Joint School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Lowell Joint School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	\$1,000,000 minimum limit per occurrence \$2,000,000 minimum general aggregate
--	---

Automobile Liability:	\$1,000,000 minimum limit per occurrence
-----------------------	--

Workers' Compensation:	As required by the California Labor Code
------------------------	--

Employers' Liability:	\$1,000,000 minimum limit
-----------------------	---------------------------

For all insurance coverages provided by vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Vendor agrees to defend, indemnify, save and hold harmless the Lowell Joint School District (District), its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, occupied or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and the Board of Trustees.
2. For any claims related to the Services, the vendor's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

E. The "Description of Operations" section must include the following: "Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The vendor shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

Lowell Joint School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Lowell Joint School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

See the following example.

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POLICY NUMBER: CA700H6004 **COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">➔ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	---	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ➔ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts established outside the U.S.)</small>
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ➔ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

[]	[]	[]	[]	-	[]	[]	[]	-	[]	[]	[]
-----	-----	-----	-----	---	-----	-----	-----	---	-----	-----	-----

or

Employer identification number

[]	[]	[]	[]	-	[]	[]	[]	[]	[]	[]	[]
-----	-----	-----	-----	---	-----	-----	-----	-----	-----	-----	-----

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ➔ _____	Date ➔ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

XVII. GENERAL CONDITIONS

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (“DIR”): Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project.

Each contractor and subcontractor bidding on this project must register with the DIR. Each contractor and subcontractor will be required to pay an initial set up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00). The DIR’s website is <http://www.dir.ca.gov>. Proof of such registration must be provided to District.

Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement, (iv) no state of Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying for applicable penalty). Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Subject to certain limitations, each contractor and subcontractor may be required to comply with California labor Code §1776 (which require the submission on certified payroll records). These records, if required, will need to be submitted on a monthly basis to the California Labor Commissioner. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this project and ,if needed, should consult with an attorney.

BONDS: Contractor shall furnish a surety bond in an amount not less than ten percent (10%) of the maximum amount of bidder’s bid as security for faithful performance of this Agreement and shall furnish a separate bond in an amount not less than ten percent (10%) of the maximum amount of bidder’s bid as security for payment to persons performing labor and furnishing materials in connection with this Project. **Bonds shall be on the form set forth in these Project Documents.** The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded.

The required Faithful Performance Bond and Payment Bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract.

EQUIPMENT AND LABOR: Contractor shall furnish all labor, materials and equipment necessary to complete the project in accordance with the approved plan and/or specifications. Where practical, “Standard Specifications for Public Works Construction” will apply.

DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.

FORCE MAJEURE CLAUSE: Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of “God, fire, strike, loss” or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor shall be subject to the approval of District, Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate California Worker's Compensation and appropriate liability insurance.

PREVAILING WAGE RATES: Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. Copies of the prevailing rate of per diem wages are available at the following website: www.dir.ca.gov. The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

APPRENTICEABLE OCCUPATIONS: Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.

PAYROLL RECORDS: Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work. Such records shall be certified and available for inspection at reasonable hours at the Contractor’s principal place of business as required by Labor Code.

COMPLIANCE WITH SAFETY REGULATIONS: It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed and in process work satisfies safety standards.

Contractor is also responsible for obtaining District's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life, work of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act to prevent such threatened loss or injury.

ASBESTOS: Contractor shall not use or allow any subcontractor to use any materials containing asbestos.

HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS: In the event the Contractor encounters (during the scope of work as specified by individual contract or specifications), material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and is labeled as such), Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not continue or be resumed except by written direction of District and by agreement by the Contractor. Contractor is required to ensure Material Safety Data Sheets are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the work site. This is required for any material that has an associated Material Safety Data Sheet per the Federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the job site and ensure that any person working with the material (or has the possibility of exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance, and follows proper handling and protection procedures.

HOLD HARMLESS: Contractor shall save, defend, hold harmless, and indemnify District against any and all liability claims. This includes but is not limited to; cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of the occupation, use, service, operation, or performance or work (under the terms of this contract or specifications as presented via District Purchase Order), resulting in whole or in part from the negligent acts or omissions of Contractor and/or subcontractor, or any employee agent, or representative of Contractor and/or subcontractor.

INSURANCE: Contractor shall not commence work without first obtaining all insurance required under this heading from a company or companies acceptable to District. The Contractor shall not allow any subcontractor to commence work until all appropriate insurance required of the subcontractor has been obtained and properly provided to District. The Contractor shall take out

and maintain at all times during the life of the contract (or as specified via District Purchase Order) the following policies of insurance:

- A. **Workers' Compensation Insurance.** The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance for all his/her employees. Contractor shall require all subcontractors employed by him/her on the contract to maintain such insurance as will protect such subcontractors from claims under Worker's Compensation Acts.

In case any class of employee is not protected under the Worker's Compensation Statute for any reason, the Contractor shall provide adequate coverage as shall be necessary to District for the protection of such employees not otherwise protected.

- B. Contractor shall obtain and provide to District required evidence of said insurance prior to commencing the work and maintain, during the life of the contract, Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of One-million dollars (\$1,000,000.00) combined single limit. The liability insurance shall include personal injury liability, broad form liability, contractual liability, and completed operations/products liability. The insurance policy must be an 'occurrence' type; a 'claims-made' policy will not be acceptable.
- C. **Insurance Covering Special Hazards.** When automobiles, trucks or other contractors' equipment are used in connection with this work, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage Insurance policies, or by special policies of insurance in the same amount. Automobile Liability Insurance shall provide non-owned auto liability coverage for employer non-ownership and hired autos.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and "District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to District, until final inspection and acceptance thereof.
- E. Except for California Workers Compensation Insurance, District shall be named as an additional insured on all policies of insurance hereunder and shall be furnished a thirty (30) day written notice prior to reduction in coverage or cancellation.

WORKERS:

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor and subcontractor shall not employ any person or anyone not skilled (or unfit, unqualified), in assigned work.
- B. Any person in the employ of the Contractor, whom District may deem incompetent or unfit, shall be dismissed from the work and shall not again be employed on the project except with written consent of District.

FINGERPRINTS: Contractor shall comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Contractor shall comply with all the California Department of Justice fingerprinting requirements.

SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF District: While engaged in carrying out the terms and conditions of the Contract, Contractor is an independent contractor and not an officer, employee or agent of District, by direction or inference.

PERMITS AND LICENSES: Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project.

ACCESS TO WORK: District representatives shall at all times have access to work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings or facilities at any time before contract completion. Such occupancy shall not constitute final acceptance of any part of work covered by this contract nor shall such occupancy extend the specified date for completion.

CHANGES: No changes or alterations to this contract shall be made without specific prior written approval by District.

ASSIGNMENT: No assignment of this Contract shall be made without the prior written approval of District.

WARRANTY: Contractor will be required to warranty all work and equipment supplied in the contract for a minimum one year period from date of final acceptance.

BRAND OR TRADE NAMES: Attention of the Contractor is directed to the Government Code, which must be complied with as to brand or trade name products. Whenever in the specifications brand or trade name products are specified in writing, the words 'or approved equal' are to be assumed included. Exact compliance with specified brand or trade name products is required

unless District issues a written amendment. All requests to substitute must be in writing directed to District's applicable representative. Contractor must provide for District's approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product or equipment to be supplied by the Contractor.

PAYMENT: Payment for work will be made in a lump sum upon acceptable completion (unless specified otherwise by agreement in writing or under special conditions in writing) and approval by District.

ANTI-DISCRIMINATION: It is the policy of District's Board of Trustees that in connection with any and all work and/or services performed under Public Works and Construction contracts, there will be no discrimination against any employee, company or individual or group of individuals, because of race, color, ancestry, sex, age, national origin, or religious belief. Therefore, the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, California Fair Employment Practice Act, and/or Labor Code, or any code where anti-discrimination language occurs. In addition, Contractor agrees to require like compliance by all subcontractors.

CLEAN UP: Debris shall be regularly removed from the premises. The job site shall be free of any and all debris at all times when work is not actually being performed. Upon completion, all debris and containers shall be removed and the work site left clean.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: KJ2 1183275.00 **Quote Date:** February 18, 2022
Customer Name: Alan Mao **Phone Number:** 5629430211
Company Name: Lowell Joint School District **Fax Number:**
Quote Name: Verkada CF81-E (Hardware)

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Verkada CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	1	\$1,381.00	\$1,381.00

Sub-Total: \$1,381.00
Shipping & Handling : \$17.00
Taxes: \$ 143.30
Enviromental Fee: \$0.00
Total for Item 1: \$1,541.30

This quote will expire March 20, 2022.
To expedite your order, please include your quote number with your Purchase Order.

RANCILLO

Total for all pre-configured items

Sub-Total: \$1,381.00
Shipping & Handling : \$17.00
Taxes: \$ 143.30
Enviromental Fee: \$0.00
Total: \$1,541.30

2121-0000-0-6410-0000-8500-011

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	KJ2 1185035.00	Quote Date:	February 24, 2022
Customer Name:	Alan Mao	Phone Number:	5629430211
Company Name:	Lowell Joint School District	Fax Number:	
Quote Name:	Verkada CF81-E (5 YR)		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Verkada 5-Year Camera License	1	\$621.00	\$621.00

Sub-Total:	\$621.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Enviromental Fee:	\$0.00
Total for Item 1 :	\$621.00

This quote will expire March 26, 2022.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$621.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Enviromental Fee:	\$0.00
Total:	\$621.00

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Notes:

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LOWELL JOINT SD
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 04/04/2022
 FROM 02/01/2022 TO 02/28/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
R99B0038	GAMETIME	127,811.76	127,811.76	140000015 6500	Equipment Replacement
R99F0093	PLUMBING WHOLESALE OUTLET	1,790.42	1,751.46	010000089 4300	Materials and Supplies
			9.86	010000092 4300	Materials and Supplies
			29.10	010000098 4300	Materials and Supplies
R99F0094	UNITED RENTALS (NORTH AMERICA)	416.95	416.95	010000091 5610	Rentals & Leases
R99F0095	PEST OPTION INC.	225.00	225.00	010000113 5570	Pest Control
R99F0096	HOWARD TECHNOLOGY SOLUTION	19,288.24	19,288.24	400000013 6200	Bldg & Improvement of Bldg
R99F0097	EMCOR SERVICES	470.77	470.77	010000089 5630	Repairs of Maintenance
R99F0098	ABES PLUMBING INC.	1,200.00	1,200.00	010000094 5630	Repairs of Maintenance
R99F0099	IMPERIAL SPRINKLER SUPPLY	2,225.69	2,225.69	010000108 4300	Materials and Supplies
R99F0100	JAMES HARDWARE COMPANY	161.74	103.61	010000094 4300	Materials and Supplies
			15.10	010000103 4300	Materials and Supplies
			11.67	010000104 4300	Materials and Supplies
			31.36	010000105 4300	Materials and Supplies
R99F0101	CANNINGS HARDWARE LA HABRA	443.41	443.41	010000098 4300	Materials and Supplies
R99F0102	GLASBY MAINTENANCE SUPPLY	14,318.70	1,390.83	018510005 4300	Materials and Supplies
			4,511.50	018510006 4300	Materials and Supplies
			3,226.68	018510007 4300	Materials and Supplies
			881.12	018510008 4300	Materials and Supplies
			695.24	018510009 4300	Materials and Supplies
			2,064.13	018510017 4300	Materials and Supplies
			1,170.97	018510022 4300	Materials and Supplies
			378.23	185100003 4300	Materials and Supplies
R99F0103	EAST WHITTIER GLASS & MIRROR	290.00	290.00	010000098 5630	Repairs or Maintenance
R99F0104	ADVANCED CHEMICAL TRANSPORT	3,204.93	3,204.93	010000287 5560	Waste Disposal
R99F0105	F.M. THOMAS AIR CONDITIONING	4,284.00	4,284.00	010000094 5630	Repairs or Maintenance

LOWELL JOINT SD
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 04/04/2022

FROM 02/01/2022 TO 02/28/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
R99F0106	THE HOME DEPOT PRO INSTITUTION	6,268.10	469.41	0100000089 4300	Materials and Supplies
			1,106.78	0100000091 4300	Materials and Supplies
			625.55	0100000092 4300	Materials and Supplies
			23.95	0100000093 4300	Materials and Supplies
			1,369.51	0100000094 4300	Materials and Supplies
			87.57	0100000095 4300	Materials and Supplies
			29.51	0100000096 4300	Materials and Supplies
			2,501.09	0100000098 4300	Materials and Supplies
			54.73	0100000108 4300	Materials and Supplies
R99F0107	SOUTHEAST CONSTRUCTION PRODUCT	929.48	895.40	0100000091 4300	Materials and Supplies
			20.34	0100000094 4300	Materials and Supplies
			13.74	0100000098 4300	Materials and Supplies
R99F0108	CINTAS	985.50	985.50	0158700018 4300	Materials and Supplies
R99F0109	F.M. THOMAS AIR CONDITIONING	3,238.15	883.15	0100000089 5630	Repairs or Maintenance
			645.00	0100000091 5630	Repairs or Maintenance
			270.00	0100000092 5630	Repairs or Maintenance
			645.00	0100000094 5630	Repairs or Maintenance
			795.00	0100000096 5630	Repairs or Maintenance
R99F0110	ENCCORP	3,200.00	3,200.00	1400000009 5800	Prof/ConsultingServ&Oper Exp
R99F0111	THE SHERWIN-WILLIAMS CO.	1,276.00	232.46	0100000089 4300	Materials and Supplies
			83.60	0100000093 4300	Materials and Supplies
			959.94	0100000098 4300	Materials and Supplies
R99F0112	WALTERS WHOLESALE ELECTRIC	5,980.63	5,980.63	0100000098 4300	Materials and Supplies
R99M0135	AMERICAN EXPRESS	13.22	13.22	0100000056 4300	Materials and Supplies
R99M0136	AMERICAN EXPRESS	142.88	142.88	0105110043 4300	Materials and Supplies
R99M0137	AMERICAN EXPRESS	178.41	178.41	0130100033 4300	Materials and Supplies

LOWELL JOINT SD

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 04/04/2022

FROM 02/01/2022 TO 02/28/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
R99M0138	AMERICAN EXPRESS	242.54	242.54	0100000278 4300	Materials and Supplies
R99M0139	AMERICAN EXPRESS	85.00	85.00	0140350016 5200	Travel and Conferences
R99M0140	AMERICAN EXPRESS	120.00	120.00	0141270019 4300	Materials and Supplies
R99M0141	AMERICAN EXPRESS	111.22	23.14	0100000058 4300	Materials and Supplies
			88.08	0156400007 4300	Materials and Supplies
R99M0142	AMERICAN EXPRESS	149.85	149.85	0100540008 4300	Materials and Supplies
R99M0143	AMERICAN EXPRESS	67.28	67.28	0156400033 4300	Materials and Supplies
R99M0144	AMERICAN EXPRESS	208.42	208.42	0100540008 4300	Materials and Supplies
R99M0145	AMERICAN EXPRESS	92.58	92.58	0100000058 4300	Materials and Supplies
R99M0146	AMERICAN EXPRESS	27.91	27.91	0156400011 4300	Materials and Supplies
R99M0147	AMERICAN EXPRESS	138.84	138.84	0156400012 4300	Materials and Supplies
R99M0148	AMERICAN EXPRESS	239.01	239.01	0156400028 4300	Materials and Supplies
R99M0149	AMERICAN EXPRESS	321.37	321.37	0156400010 4300	Materials and Supplies
R99M0150	AMERICAN EXPRESS	50.69	50.69	0190200006 4300	Materials and Supplies
R99M0151	AMERICAN EXPRESS	121.95	121.95	0108880020 4300	Materials and Supplies
R99M0152	AMERICAN EXPRESS	55.11	55.11	0108880020 4300	Materials and Supplies
R99M0153	AMERICAN EXPRESS	1,239.84	1,239.84	0109110014 4300	Materials and Supplies
R99M0154	AMERICAN EXPRESS	446.51	446.51	0156400033 5200	Travel and Conferences
R99M0155	AMERICAN EXPRESS	39.80	39.80	0100000277 4300	Materials and Supplies
R99M0156	AMERICAN EXPRESS	61.12	61.12	0156400011 4300	Materials and Supplies
R99M0157	AMERICAN EXPRESS	134.48	134.48	0100590006 4300	Materials and Supplies
R99M0158	BUREAU OF EDUCATION & RESEARCH	279.00	279.00	0156400009 5200	Travel and Conferences
R99M0159	AMERICAN EXPRESS	52.99	27.45	0165000012 4300	Materials and Supplies

LOWELL JOINT SD
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 04/04/2022

FROM 02/01/2022 TO 02/28/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>OBJECT DESCRIPTION</u>
R99M0159	*** CONTINUED ***		25.54	016500029 4300	Materials and Supplies
R99M0160	AMERICAN EXPRESS	111.81	111.81	0109110004 4300	Materials and Supplies
R99N0015	ACTION SALES	5,512.51	771.76	1353100040 4300	Materials and Supplies
			771.75	1353100041 4300	Materials and Supplies
			771.75	1353100042 4300	Materials and Supplies
			771.75	1353100043 4300	Materials and Supplies
			771.75	1353100044 4300	Materials and Supplies
			1,653.75	1353100045 4300	Materials and Supplies
R99N0016	EMS LINQ INC	1,175.00	180.00	1353100052 5800	Prof/ConsultingServ&Oper Exp
			995.00	1353100052 5810	Licenses/Technology
R99R0279	LA HABRA ROTARY CLUB	295.00	295.00	0100000065 5300	Dues and Memberships
R99R0280	IPRINT TECHNOLOGIES	185.23	185.23	0156400007 4300	Materials and Supplies
R99R0281	AMERICAN EXPRESS	66.15	66.15	0156400033 5800	Prof/ConsultingServ&Oper Exp
R99R0282	TRINIDAD, GINA	231.53	231.53	0105110043 4300	Materials and Supplies
R99R0283	IMPERIAL BAND INSTRUMENTS	38.14	29.87	0105110036 4300	Materials and Supplies
			8.27	0105110041 4300	Materials and Supplies
R99R0284	J.W.PEPPER & SON INC.	55.11	55.11	0105110045 4300	Materials and Supplies
R99R0285	U.S. BANK	250.00	250.00	0100000133 5800	Prof/ConsultingServ&Oper Exp
R99R0286	U.S. BANK	250.00	250.00	0100000133 5800	Prof/ConsultingServ&Oper Exp
R99R0287	WILLIAM V.MACGILL & CO.	1,826.52	1,826.52	0100000058 4300	Materials and Supplies
R99R0288	SCHOOL DATEBOOKS	380.17	380.17	0100560004 4300	Materials and Supplies
R99R0289	BSN SPORTS LLC DBA US GAMES	609.13	609.13	0100560002 4300	Materials and Supplies
R99R0290	CINTAS CORPORATION	1,550.52	1,550.52	0100000098 4300	Materials and Supplies
R99R0291	APPLE INC.	12.99	12.99	0156400020 5810	Licenses/Technology

LOWELL JOINT SD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/04/2022

FROM 02/01/2022 TO 02/28/2022

PO NUMBER	VENDOR	PO		ACCOUNT		ACCOUNT NUMBER	OBJECT DESCRIPTION
		TOTAL	AMOUNT	AMOUNT	NUMBER		
R99R0292	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0190200005	4300		Materials and Supplies
R99R0294	GROUND CONTROL SYSTEMS	2,309.58	145.16	0109110014	4300		Materials and Supplies
			2,164.42	0109110014	4400		Non Capitalized Equipment
R99R0295	J.W.PEPPER & SON INC.	128.85	128.85	0105110041	4300		Materials and Supplies
R99R0296	STUDIES WEEKLY	118.18	118.18	0163000002	4130		Testbooks
R99R0297	SCHOOL SPECIALTY	230.97	230.97	0156400008	4300		Materials and Supplies
R99R0298	SONOVA USA INC.	2,713.74	2,713.74	0165010003	4300		Materials and Supplies
R99R0299	SONOVA USA INC.	2,714.82	2,714.82	0165010003	4300		Materials and Supplies
R99R0300	CONSTANT CONTACT INC.	420.75	420.75	0190200006	5810		Licenses/Technology
R99R0301	TRINIDAD, GINA	3,449.25	3,449.25	0109110014	4300		Materials and Supplies
R99R0302	LAKESHORE LEARNING MATERIALS	132.25	132.25	0156400010	4300		Materials and Supplies
R99R0303	SCHOOL SPECIALTY	92.43	92.43	0156400012	4300		Materials and Supplies
R99R0304	STUDIES WEEKLY	107.82	107.82	0163000002	4130		Testbooks
R99R0305	BUENA PARK PLAQUE & TROPHY	291.73	291.73	0100000317	4300		Materials and Supplies
R99R0306	SCHOOL DATEBOOKS	803.68	803.68	0100980006	4300		Materials and Supplies
R99R0307	J.W.PEPPER & SON INC.	56.93	56.93	0105110036	4300		Materials and Supplies
R99R0308	IMPERIAL BAND INSTRUMENTS	105.67	105.67	0105110041	4300		Materials and Supplies
R99R0309	IMPERIAL BAND INSTRUMENTS	168.47	28.47	0105110041	4300		Materials and Supplies
			140.00	0105110041	5630		Repairs or Maintenance
R99R0310	CSUF AUXILIARY SERVICES CORPOR	499.00	499.00	0100000065	5200		Travel and Conferences
R99R0311	JONES SCHOOL SUPPLY COMPANY	398.22	398.22	0105110043	4300		Materials and Supplies
R99R0312	LACOE	774.33	774.33	0100000071	5890		Other Services
R99R0313	RTC ENGRAVING	790.24	790.24	0100990002	4300		Materials and Supplies

LOWELL JOINT SD
Consolidated Check Register
 from 2/1/2022 to 2/28/2022

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99	00000910	F9900011 BEST LAWNMOWER INC.	25992761	OH	02/02/2022		MW	IS	2,439.33
99	00000911	U9900001 CITY OF LA HABRA WATER DEPARTM	1202010122	OH	02/04/2022		MW	IS	972.92
99	00000912	V9903279 LOPEZ, ALEJANDRO	JAN 2022 SERVICE	OH	02/04/2022		MW	IS	357.14
99	00000913	U9900010 MIJARES, EDWARD	JAN 2022 SERVICE	OH	02/04/2022		MW	IS	857.14
99	00000914	V9900123 MONOPRICE INC.	22248721	OH	02/04/2022		MW	IS	694.34
99	00000915	F9900054 PLUMBING WHOLESale OUTLET	10551698	OH	02/04/2022		MW	IS	1,790.42
99	00000916	U9900004 SOUTHERN CALIFORNIA EDISON	1223012422	OH	02/04/2022		MW	IS	7,108.62
99	00000917	V9900179 SOUTHWEST SCHOOL SUPPLY	RS-JAN2022 SWS	OH	02/04/2022		MW	IS	14,230.53
99	00000918	V9900183 STUDIES WEEKLY	390502	OH	02/04/2022		MW	IS	29,084.08
99	00000919	U9900006 SUBURBAN WATER SYSTEMS	181003105404	OH	02/04/2022		MW	IS	4,067.64
99	00000920	U9900008 T-MOBILE	1221012022	OH	02/04/2022		MW	IS	119.40
99	00000921	U9900009 VERIZON WIRELESS-LA	9897463669	OH	02/04/2022		MW	IS	640.98
99	00000922	V9900015 APPLE INC.	AH14188393	OH	02/07/2022		MW	IS	333.65
99	00000923	F9900007 AUTOZONE	6202867620	OH	02/07/2022		MW	IS	344.42
99	00000924	V9900046 CPI	CUS0281437	OH	02/07/2022		MW	IS	716.35
99	00000925	V9900048 CSM CONSULTING, INC.	14120	OH	02/07/2022		MW	IS	2,125.00
99	00000926	V9900052 DASH MEDICAL GLOVES	INV1254218	OH	02/07/2022		MW	IS	652.47
99	00000927	V9900053 DATA IMPRESSIONS	0018261	OH	02/07/2022		MW	IS	7,260.30
99	00000928	V9903319 GENERATION ESPORTS	3094	OH	02/07/2022		MW	IS	180.00
99	00000929	V9900085 HOWARD TECHNOLOGY SOLUTION	21-00538367	OH	02/07/2022		MW	IS	733.57
99	00000930	V9900088 IMPERIAL BAND INSTRUMENTS	65828	OH	02/07/2022		MW	IS	446.00
99	00000931	E9900087 JOHN ZAPPULLA	JAN 2022	OH	02/07/2022		MW	IS	45.15
99	00000932	V9900101 LA HABRA ROTARY CLUB	2345	OH	02/07/2022		MW	IS	295.00
99	00000933	U9900004 SOUTHERN CALIFORNIA EDISON	1214011222B	OH	02/07/2022		MW	IS	4,230.63
99	00000934	U9900005 SOUTHERN CALIFORNIA GAS CO	1222012422	OH	02/07/2022		MW	IS	3,209.91
99	00000935	U9900004 SOUTHERN CALIFORNIA EDISON	0101013122	OH	02/08/2022		MW	IS	61.92
99	00000936	U9900006 SUBURBAN WATER SYSTEMS	181003104236	OH	02/08/2022		MW	IS	542.90
99	00000937	B9990010 ERICKSON-HALL CONSTRUCTION	PAY APP#9	OH	02/08/2022		MW	IS	193,235.32
99	00000938	V9903264 DIANA GONZALEZ	MILEAGE 2/1-2/3/	OH	02/09/2022		MW	IS	22.82
99	00000939	V9903235 U.S. BANK	6337234	OH	02/09/2022		MW	IS	500.00
99	00000940	V9903315 US BANK AS CUST FOR TOWER DBW	121321EMAIL	OH	02/09/2022		MW	IS	9,898.25
99	00000941	V9903206 US NATIONAL CORP	PAYAPP2-RTN	OH	02/09/2022		MW	IS	9,380.00
99	00000942	V9903259 A-TECH CONSULTING INC	213421	OH	02/09/2022		MW	IS	2,400.00
99	00000943	V9900160 RMA GROUP	78347	OH	02/09/2022		MW	IS	9,589.00

LOWELL JOINT SD
Consolidated Check Register
 from 2/1/2022 to 2/28/2022

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99	00000944	V9900013 AMERICAN EXPRESS	ZOOM-JANUARY	OH	02/10/2022		MW	IS	1,134.06
99	00000945	V9900001 CITY OF LA HABRA WATER DEPARTM	1203010222	OH	02/10/2022		MW	IS	1,416.24
99	00000946	V9900088 IMPERIAL BAND INSTRUMENTS	66187	OH	02/10/2022		MW	IS	38.14
99	00000947	V9903303 iPRINT TECHNOLOGIES	861453	OH	02/10/2022		MW	IS	393.64
99	00000948	V9900094 J.W.PEPPER & SON INC.	363948090	OH	02/10/2022		MW	IS	178.09
99	00000949	V9900004 SOUTHERN CALIFORNIA EDISON	1230013022	OH	02/10/2022		MW	IS	6,177.37
99	00000950	V9900005 SOUTHERN CALIFORNIA GAS CO	1230013122	OH	02/10/2022		MW	IS	1,119.36
99	00000951	V9900006 SUBURBAN WATER SYSTEMS	180051642954	OH	02/10/2022		MW	IS	1,274.42
99	00000952	V9900007 TIME WARNER CABLE	775266012922	OH	02/10/2022		MW	IS	954.59
99	00000953	F9900003 ABES PLUMBING INC.	21101	OH	02/11/2022		MW	IS	1,200.00
99	00000954	V9900008 ADMINISTRATIVE SERV. CO-OP	13110	OH	02/11/2022		MW	IS	11,012.92
99	00000955	F9900010 BEE GONE BEE REMOVAL SERVICE	5503	OH	02/11/2022		MW	IS	200.00
99	00000956	F9900017 CINTAS CORPORATION	9161296215	OH	02/11/2022		MW	IS	1,550.52
99	00000957	E9903244 CRISTIAN BOGDAN	MILEAGE-JAN202	OH	02/11/2022		MW	IS	39.44
99	00000958	V9900056 DELTA DENTAL OF CALIFORNIA	BE004810970	OH	02/11/2022		MW	IS	1,780.89
99	00000959	V9900077 FULLERTON SCHOOL DISTRICT	22R10401	OH	02/11/2022		MW	IS	270.00
99	00000960	S9990002 GALLAGHER PEDIATRIC THERAP	9512	OH	02/11/2022		MW	IS	752.94
99	00000961	V9900083 HOGENTOGLER & CO., INC	290036-IN	OH	02/11/2022		MW	IS	468.18
99	00000962	E9900084 JIM COOMBS	LUNCH-SALINAS2	OH	02/11/2022		MW	IS	800.41
99	00000963	V9900104 LEADER SERVICES	CDS5751	OH	02/11/2022		MW	IS	1,896.90
99	00000964	E9900138 MARIKATE ELMQUIST	PURCH REIM13122	OH	02/11/2022		MW	IS	302.55
99	00000965	V9903262 NEARPOD INC	INV49661	OH	02/11/2022		MW	IS	2,340.00
99	00000966	V9900148 QUADIENT FINANCE USA, INC.	PPLN02001	OH	02/11/2022		MW	IS	2,000.00
99	00000967	V9900153 READ NATURALLY	252366	OH	02/11/2022		MW	IS	191.20
99	00000968	V9900159 RIVERSIDE INSIGHTS	INV107655	OH	02/11/2022		MW	IS	3,593.40
99	00000969	V9900161 RMH DANCE & PRODUCTIONS	121521EP	OH	02/11/2022		MW	IS	980.00
99	00000970	V9903224 SCHOLASTIC MAGAZINES	M70873351	OH	02/11/2022		MW	IS	294.14
99	00000971	V9903258 SCHOOL FIX	412719A	OH	02/11/2022		MW	IS	33.30
99	00000972	V9900175 SENTRY SIGNS & PRINTING	3625	OH	02/11/2022		MW	IS	476.28
99	00000973	V9903261 SOCIAL THINKING	228954	OH	02/11/2022		MW	IS	270.00
99	00000974	V9900179 SOUTHWEST SCHOOL SUPPLY	SUPT OFFC	OH	02/11/2022		MW	IS	446.91
99	00000975	E9900207 TIFFANY SHUN-HERNANDEZ	PURCH REIMB	OH	02/11/2022		MW	IS	134.53
99	00000976	I9900011 TRINIDAD, GINA	86137-012	OH	02/11/2022		MW	IS	229.95
99	00000977	V9900212 WPS	WPS-423134	OH	02/11/2022		MW	IS	694.94

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Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99	00000978	E9900218 YUMI YAMAMOTO	PURCH REIMB	OH	02/11/2022		MW	IS	20.71
99	00000979	N9900003 BERNIER REFRIGERATION GENERATI	27250,27251-1	OH	02/11/2022		MW	IS	2,185.84
99	00000980	F9900014 BUG FLIP	JANUARY22	OH	02/11/2022		MW	IS	180.00
99	00000981	N9900015 Continental Sales	JANUARY2022	OH	02/11/2022		MW	IS	4,837.48
99	00000982	N9900004 DRIFTWOOD DAIRY	JANUARY2022	OH	02/11/2022		MW	IS	11,899.61
99	00000983	F9900045 LADY BUGS ENVIRONMENTAL TERMIT	145539	OH	02/11/2022		MW	IS	55.00
99	00000984	V9903228 LOVE TO SNACK LLC	30269	OH	02/11/2022		MW	IS	816.48
99	00000985	N9900009 P & R PAPER SUPPLY COMPANY	JAN2022	OH	02/11/2022		MW	IS	3,429.99
99	00000986	N9900013 SOUTHERN CALIFORNIA PIZZA	JAN2022	OH	02/11/2022		MW	IS	9,842.00
99	00000987	V9900179 SOUTHWEST SCHOOL SUPPLY	PINV0915603	OH	02/11/2022		MW	IS	501.28
99	00000988	V9900008 ADMINISTRATIVE SERV. CO-OP	13109	OH	02/11/2022		MW	IS	5,600.00
99	00000989	B9903229 HAULWAY STORAGE CONTAINERS	2038322	OH	02/11/2022		MW	IS	539.96
99	00000990	V9900020 ATKINSON ANDELSON LOYA RUD &	640791	OH	02/15/2022		MW	IS	232.50
99	00000991	E9900032 CAMERON MILLER	SCSBOA REG	OH	02/15/2022		MW	IS	123.05
99	00000992	E9900054 DEANNA MORRISON	01052022	OH	02/15/2022		MW	IS	113.13
99	00000993	E9900084 JIM COOMBS	WATER-BOARD	OH	02/15/2022		MW	IS	178.70
99	00000994	E9900114 KRISTA KARR	12022021	OH	02/15/2022		MW	IS	132.60
99	00000995	E9900143 MATTHEW CUKRO	12162021	OH	02/15/2022		MW	IS	218.99
99	00000996	V9900152 RCF JIM COOMBS	RCF-JAN2022	OH	02/15/2022		MW	IS	4,702.53
99	00000997	E9900182 SCOTT VAN DIEST	CONTEST FEE	OH	02/15/2022		MW	IS	75.00
99	00000998	V9900028 BUENA PARK PLAQUE & TROPHY	15900	OH	02/17/2022		MW	IS	291.73
99	00000999	F9900015 CANNINGS HARDWARE LA HABRA	491620	OH	02/17/2022		MW	IS	443.41
99	00001000	V9903336 CSUF AUXILIARY SERVICES CORPOR	20211213-00002	OH	02/17/2022		MW	IS	499.00
99	00001001	V9903264 DIANA GONZALEZ	MILEAGE 2/8-2/11	OH	02/17/2022		MW	IS	30.42
99	00001002	F9900027 EAST WHITTIER GLASS & MIRROR	18963	OH	02/17/2022		MW	IS	290.00
99	00001003	V9903272 GARDENA VALLEY PRINTING	30380-REV	OH	02/17/2022		MW	IS	265.00
99	00001004	F9900033 GLASBY MAINTENANCE SUPPLY	322047A	OH	02/17/2022		MW	IS	14,318.70
99	00001005	F9900039 IMPERIAL SPRINKLER SUPPLY	4928626	OH	02/17/2022		MW	IS	2,225.70
99	00001006	F9900040 JAMES HARDWARE COMPANY	370047	OH	02/17/2022		MW	IS	161.74
99	00001007	F9900053 PEST OPTION INC.	392790	OH	02/17/2022		MW	IS	225.00
99	00001008	F9900066 UNITED RENTALS (NORTH AMERICA)	200719045-001	OH	02/17/2022		MW	IS	416.95
99	00001009	U9900010 WARE DISPOSAL	918461	OH	02/17/2022		MW	IS	1,723.15
99	00001010	V9900088 IMPERIAL BAND INSTRUMENTS	M66403	OH	02/22/2022		MW	IS	140.00
99	00001011	V9900088 IMPERIAL BAND INSTRUMENTS	66409	OH	02/22/2022		MW	IS	105.67

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99 00001012	V9900088	IMPERIAL BAND INSTRUMENTS	M66403	OH	02/22/2022		MW	IS	28.47
99 00001013	V9900092	INTERQUEST DETECTION	145-0921	OH	02/22/2022		MW	IS	350.00
99 00001014	V9900094	J.W.PEPPER & SON INC.	363676947	OH	02/22/2022		MW	IS	56.93
99 00001015	R9900001	BRENT ALLSMAN					MW	IS	557.02
99 00001016	R9903247	CAROLYN KANE					MW	IS	1,290.56
99 00001017	R9900003	CLAUDIA SCHALCHLIN					MW	IS	570.78
99 00001018	R9900004	DAWN AANDAHL					MW	IS	570.78
99 00001019	R9900014	EDDY VEGA					MW	IS	1,114.04
99 00001020	R9900006	EMILY WAKEFIELD					MW	IS	570.78
99 00001021	R9900007	GAYLE ROGERS					MW	IS	232.94
99 00001022	V9900095	JONES SCHOOL SUPPLY COMPANY	1842770	OH	02/23/2022		MW	IS	477.47
99 00001023	R9903248	JULIE ROTH					MW	IS	570.78
99 00001024	E9900115	KRISTA VAN HOOGMOED	01-27-2022	OH	02/23/2022		MW	IS	83.05
99 00001025	V9903225	LACOE	12/17/2021	OH	02/23/2022		MW	IS	2,658.00
99 00001026	V9903225	LACOE	22*0033	OH	02/23/2022		MW	IS	774.33
99 00001027	V9900112	LOGMEIN COMMUNICATIONS, INC.	DN7100910170	OH	02/23/2022		MW	IS	4,435.42
99 00001028	R9900013	MARGARET DUMADAG					MW	IS	1,141.56
99 00001029	R9900009	NANCY WHITE					MW	IS	1,290.56
99 00001030	V9900129	NCS PEARSON INC.	17208235	OH	02/23/2022		MW	IS	786.04
99 00001031	R9900010	PENNY MAYERCHECK					MW	IS	1,290.56
99 00001032	V9900147	PTM DOCUMENT SYSTEMS	0081346	OH	02/23/2022		MW	IS	1,060.06
99 00001033	R9900011	RONALD RANDOLPH					MW	IS	614.88
99 00001034	V9900164	RTC ENGRAVING	20/940	OH	02/23/2022		MW	IS	790.00
99 00001035	R9900012	SHELLEY MARKER					MW	IS	570.78
99 00001036	R9900002	BRUCE PATILLO					MW	IS	557.02
99 00001037	V9903264	DIANA GONZALEZ	MILEAGE2/15-2/18	OH	02/24/2022		MW	IS	30.42
99 00001038	U9900002	FRONTIER	0210030922	OH	02/24/2022		MW	IS	1,083.56
99 00001039	U9900003	MCI A VERIZON COMPANY	409070950	OH	02/24/2022		MW	IS	5.62
99 00001040	F9900057	SOUTHEAST CONSTRUCTION PRODUCT	2112-042875	OH	02/24/2022		MW	IS	929.48
99 00001041	U9900004	SOUTHERN CALIFORNIA EDISON	0113021022	OH	02/24/2022		MW	IS	11,960.99
99 00001042	U9900005	SOUTHERN CALIFORNIA GAS CO	0122021022	OH	02/24/2022		MW	IS	1,271.11
99 00001043	U9900008	T-MOBILE	0104020322	OH	02/24/2022		MW	IS	808.00
99 00001044	VOID.CONTT	VOID - Continued Stub	CONTINUE	OH	02/24/2022		VM	VD	0.00
99 00001045	F9900059	THE HOME DEPOT PRO INSTITUTION	665722476	OH	02/24/2022		MW	IS	6,268.06

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99 00001046	V9900010	WARE DISPOSAL	918463	OH	02/24/2022		MTW	IS	3,570.71
99 00001047	V9903344	OPTIONS FOR LEARNING	02182022	OH	02/24/2022		MTW	IS	618.00
99 00001048	U9900005	SOUTHERN CALIFORNIA GAS CO	0114021522	OH	02/25/2022		MTW	IS	1,566.59
99 00001049	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	020222DDC	OH	02/28/2022		MTW	IS	39,012.34
99 00001050	V9900015	APPLE INC.	AH20782810	OH	02/28/2022		MTW	IS	12.99
99 00001051	V9900016	ARAMARK	24267484	OH	02/28/2022		MTW	IS	1,239.87
99 00001052	I9900002	BYRON FERGUSON DBA ALL AMERICA	1001-RS	OH	02/28/2022		MTW	IS	500.00
99 00001053	V9903337	CHURCH, JENNIFER	21/22 VBALL SEASON	OH	02/28/2022		MTW	IS	700.00
99 00001054	F9900016	CINTAS	9158088808	OH	02/28/2022		MTW	IS	985.50
99 00001055	V9900045	COYOTE FFA ALUMNI & SUPPORTERS	1-1/4/2022	OH	02/28/2022		MTW	IS	120.00
99 00001056	V9900063	EAST WHITTIER CITY SCHOOL DIST	3810	OH	02/28/2022		MTW	IS	16,800.00
99 00001057	V9903338	JIRON, YAINEL	21/22 RS-SEASON	OH	02/28/2022		MTW	IS	700.00
99 00001058	I9900007	LEES, DEBRA	026	OH	02/28/2022		MTW	IS	1,400.00
99 00001059	V9900154	READYREFRESH BY NESTLE	02B0032621385	OH	02/28/2022		MTW	IS	53.85
99 00001060	V9900180	SPARKLETTTS	15734879021322	OH	02/28/2022		MTW	IS	157.28
99 00001061	F9900060	THE SHERWIN-WILLIAMS CO.	4411-9	OH	02/28/2022		MTW	IS	1,276.00
99 00001062	U9900007	TIME WARNER CABLE	12181020922	OH	02/28/2022		MTW	IS	8,674.87
99 00001063	V9903275	SILVER CREEK INDUSTRIES	PAY APP#3	OH	02/28/2022		MTW	IS	321,872.81

Issued: 864,092.69
 99 Bank Total: 864,092.69
 Grand Total: 864,092.69

LOWELL JOINT SCHOOL DISTRICT
EMPLOYER-EMPLOYEE RELATIONS/PERSONNEL REPORT 2021-22 #9

April 4, 2022

I. CERTIFICATED EMPLOYEES

A. CHANGE OF STATUS

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
Galli, Jessica	03/28/2022	05/27/2022	RS	FMLA (AB375) Baby Bonding Leave
Casey, Kaleen	03/17/2022	05/22/2021	MA	FMLA (AB375) Maternity Leave Correction of EER #8

* It is further recommended that these individuals be approved for substitute teaching at the rate of \$200.00 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 2021-2022 is approved to instruct in the Intervention Programs. The rate of pay is \$35.00/hour and will be paid from Title I or LCFF Supplemental Grant Funds.

**It is further recommended that individuals listed in Certificated Salaries for 2021-2022 serve as home school teachers, if needed, for the 2021-2022 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 2021-2022 school year.

B.

Employment of substitutes effective 08/16/2021 for the 2021-2022 school year @ 200 per day and \$100.00 per half day rate and \$35.00 per hour* (not to exceed six hours) as applicable and to include: professional development, Saturday school, and site support duties, and \$250.00 long term sub rate.

Nicole Butler
Ivan Morales
Rebecca Hernandez
Christine Rouse
Jacqueline Zazueta

C. SUBSTITUTE CHANGE OF PAY

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
Charman, Laren	03/17/2022	05/22/2021	DO	To be paid special long term rate of \$200.00 for Macy Elementary School for Second Grade
Brooks, Edward	03/28/2022	05/27/2022	DO	To be paid special long term rate of \$200.00 for Science Rancho Starbuck

II. CLASSIFIED EMPLOYEES April 4, 2022

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>
Allen, Julie	03/21/2022		R17/S1	DO	New Hire-Receptionist/Office Assistant
Cardenas, Roberto	03/22/2022		R20/S6	M&O	Step Increase-Groundskeeper
Garcia Perez, Hector	01/05/2021		R20/S6	M&O	Step Increase-M&O
Marin, Luis	03/01/2022		R28/S4	MO	Step Increase-M&O
Rapp, Wendi	04/03/2022		R29/S8	DO	Step Increase-Info/Sys. Spec
Weissman, Cathy	02/03/2022		MGT R6/S3	DO	Step Increase-Bond Contracts & Accounting Compliance Manager
Zappulla, John	03/23/2022		R22/S5	DO	Step Increase-Systems Technician

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>
Bargas, Kerri	03/11/2022		R07/S8	NS	Step Increase -Cafeteria Worker
Cacioppo, Sherrie	03/04/2022	06/03/2022	R07/S6	RS	Cafeteria Worker/FMLA Unpaid leave
Chavez, Kristy	03/28/2022		R14/S1	DO	Instructional Assistant/Substitute
Chavez, Kristy	03/28/2022		NDA/01/01	DO	Noon Duty Aid/Substitute
Del Cid, Maria	12/13/2021	06/03/2022		DO	Learning Links Temporary Increase of Hours
Escobedo, Samantha	03/04/2022		NDA/01/01	DO	Noon Duty Aid/Substitute
Escobedo, Samantha	03/04/2022		R14/S1	DO	Instructional Assistant/Substitute
Gonzales, Vivian	03/25/2022		R14/S1	DO	Resignation-Instructional Aide Substitute
Kaopuiki, Ginger	04/11/2022		NDA R1/S1	JO	Noon Duty Aide/FMLA
Leonguerrero, Robyn	03/21/2022		R20/S6	MG	Step Increase-Library Media Technician
Lopez, Christina	03/08/2022			DO	Site Supervisor/Teacher Preschool
Melendez, George	3/02/2022		R14/S1	DO	Instructional Assistant/Substitute
Melendez, George	3/02/2022		NDA/01/01	DO	Noon Duty Aid/Substitute
Noria, Allan	03/28/2022		NDA/01/01	DO	Noon Duty Aid/Substitute
Noria, Allan	03/28/2022		R14/S1	DO	Instructional Assistant/Substitute
Ramirez, Adrianna	03/22/2022		R07/S4	DO	Cafeteria Worker/Substitute
Ramirez, Adrianna	03/22/2022		R16/1	DO	Clerk 16/Substitute
Ramirez, Adrianna	03/22/2022		R14/S1	DO	Instructional Assistant/Substitute
Sanchez, Marcela	03/23/2022		R17/S7	DO	Clerical Correction
Vasquez, Randi	03/16/2022		R23/S1	DO	Fiscal Clerk/ Substitute
Weimholt, Lina	06/15/2022		R16/S7	EP	Step Increase-Instructional Aide

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2021/22 TEACHER SALARY SCHEDULE

Effective July 1, 2021

Effective July 1, 2021 all employees shall receive a 5.00% increase to base salary earnings (excluding stipends and other remuneration).

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	49,356	52,879	56,406	59,932	63,456
2	52,879	56,406	59,932	63,456	66,982
3	56,406	59,932	63,456	66,982	70,510
4	59,932	63,456	66,982	70,510	74,033
5	63,456	66,982	70,510	74,033	77,557
6	66,982	70,510	74,033	77,557	81,085
7		74,033	77,557	81,085	84,611
8			81,085	84,611	88,136
9			81,085	88,136	91,662
10			81,085	88,136	95,188
11			81,085	88,136	98,713
12			81,085	88,136	98,713
13			85,049	92,469	103,562
14			85,049	92,469	103,562
15			85,049	92,469	103,562
16			85,738	93,242	104,420
17			85,738	93,242	104,420
18			85,738	93,242	104,420
19			87,115	94,789	106,138
20			87,115	94,789	106,138
21			88,486	96,338	107,856
22			88,486	96,338	107,856
23			89,862	97,885	109,574
24			89,862	97,885	109,574
25			89,862	97,885	109,574
26			91,237	99,430	111,295

CLASS REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 4 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 5 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

* Unit members will receive eleven (11) monthly paychecks August through June each school year. For members retiring on or before May 31st, in any school year, those members will receive their eleventh paycheck at the same time as their May paycheck in order to avoid potential State Teachers Retirement System (STRS) penalties for receipt of paid wages during retirement.

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2022/23 TEACHER SALARY SCHEDULE

Effective July 1, 2022

Effective July 1, 2022 employees shall receive a 3.50% increase to base salary earnings (excluding stipends and other remuneration).

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	51,083	54,730	58,380	62,030	65,677
2	54,730	58,380	62,030	65,677	69,326
3	58,380	62,030	65,677	69,326	72,978
4	62,030	65,677	69,326	72,978	76,624
5	65,677	69,326	72,978	76,624	80,271
6	69,326	72,978	76,624	80,271	83,923
7		76,624	80,271	83,923	87,572
8			83,923	87,572	91,221
9			83,923	91,221	94,870
10			83,923	91,221	98,520
11			83,923	91,221	102,168
12			83,923	91,221	102,168
13			88,026	95,705	107,187
14			88,026	95,705	107,187
15			88,026	95,705	107,187
16			88,739	96,505	108,075
17			88,739	96,505	108,075
18			88,739	96,505	108,075
19			90,164	98,107	109,853
20			90,164	98,107	109,853
21			91,583	99,710	111,631
22			91,583	99,710	111,631
23			93,007	101,311	113,409
24			93,007	101,311	113,409
25			93,007	101,311	113,409
26			94,430	102,910	115,190

CLASS REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 4 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 5 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

* Unit members will receive eleven (11) monthly paychecks August through June each school year. For members retiring on or before May 31st, in any school year, those members will receive their eleventh paycheck at the same time as their May paycheck in order to avoid potential State Teachers Retirement System (STRS) penalties for receipt of paid wages during retirement.

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**LOWELL JOINT SCHOOL DISTRICT
2021/22 CERTIFICATED MANAGEMENT AND SUPERVISORY SALARY SCHEDULE**

Effective July 1, 2021

Effective July 1, 2021, employees shall receive a 5% increase to base salary earnings (excluding stipends and other remuneration).

MANAGEMENT POSITIONS	DAYS	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
Assistant Superintendent of Educational Services	248	168,385	170,995	173,598	176,207	178,811	181,411	184,021
Intermediate Principal	217	134,133	136,212	138,284	140,363	142,438	144,509	146,587
Elementary Principal	200	120,605	122,501	124,400	126,299	128,192	130,094	131,989
Assistant Principal	204	113,098	115,240	117,167	119,095	121,237	123,165	125,307
Director of Special Education	217	143,308	145,531	147,748	149,965	152,186	154,397	156,621
Director of Curriculum and Instruction	217	143,308	145,531	147,748	149,965	152,186	154,397	156,621

SUPERVISORY POSITIONS

Psychologist	187	101,717	103,612	105,512	107,415	109,293	111,208	114,273
Coordinator of Early Childhood Program	204	113,098	115,240	117,167	119,095	121,237	123,165	125,307
Coordinator of Expanded Learning Opportunities Program	204	113,098	115,240	117,167	119,095	121,237	123,165	125,307
Program Specialist	205	113,698	115,715	117,741	119,768	121,792	123,821	125,851

Management Employees and Supervisory Employees who have served in that capacity the following number of years will receive amounts as listed, in addition to their annual salary:

Management		Supervisory	
5 years	\$4,000	5 years	\$2,500
10 years	\$5,000	10 years	\$3,000
15 years	\$6,000	15 years	\$3,500
20 years	\$7,000	20 years	\$4,000

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LOWELL JOINT SCHOOL DISTRICT
2022/23 CERTIFICATED MANAGEMENT AND SUPERVISORY SALARY SCHEDULE

Effective July 1, 2022

Effective July 1, 2022, employees shall receive a 3.5% increase to base salary earnings (excluding stipends and other remuneration).

MANAGEMENT POSITIONS	DAYS	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7
Assistant Superintendent of Educational Services	248	174,278	176,980	179,674	182,374	185,069	187,760	190,462
Intermediate Principal	217	138,828	140,979	143,124	145,276	147,423	149,567	151,718
Elementary Principal	200	124,826	126,789	128,754	130,719	132,679	134,647	136,609
Assistant Principal	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Director of Special Education	217	148,324	150,625	152,919	155,214	157,513	159,801	162,103
Director of Curriculum and Instruction	217	148,324	150,625	152,919	155,214	157,513	159,801	162,103

SUPERVISORY POSITIONS

Psychologist	187	105,277	107,238	109,205	111,175	113,118	115,100	118,273
Coordinator of Early Childhood Program	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Coordinator of Expanded Learning Opportunities Program	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Program Specialist	205	117,677	119,765	121,862	123,960	126,055	128,155	130,256

Management Employees and Supervisory Employees who have served in that capacity the following number of years will receive amounts as listed, in addition to their annual salary:

Management	
5 years	\$4,000
10 years	\$5,000
15 years	\$6,000
20 years	\$7,000

Supervisory	
5 years	\$2,500
10 years	\$3,000
15 years	\$3,500
20 years	\$4,000

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2021/22 COUNSELOR SALARY SCHEDULE

204 DAYS

Effective July 1, 2021, employees shall receive a 5.0% increase to base salary earnings (excluding stipends and other remuneration)

STEP	COLUMN 1	COLUMN 2	COLUMN 3
1	85,845	88,046	90,303
2	87,596	89,842	92,146
3	89,384	91,676	94,026
4	91,208	93,548	95,946
5	93,070	95,457	97,904
6	94,969	97,404	99,902
7			101,941
8			104,021
9			106,145
10			108,311
11			110,521
12			112,776

COLUMN REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

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2022/23 COUNSELOR SALARY SCHEDULE

204 DAYS

Effective July 1, 2022, employees shall receive a 3.5% increase to base salary earnings (excluding stipends and other remuneration)

	COLUMN	COLUMN	COLUMN
STEP	1	2	3
1	88,850	91,128	93,464
2	90,662	92,986	95,371
3	92,512	94,885	97,317
4	94,400	96,822	99,304
5	96,327	98,798	101,331
6	98,293	100,813	103,399
7			105,509
8			107,662
9			109,860
10			112,102
11			114,389
12			116,723

COLUMN REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

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2021/22 NURSE MANAGEMENT SALARY SCHEDULE

200 Days

Effective July 1, 2021, employees shall receive a 5% increase to base salary earnings (excluding stipends and other remuneration)

STEP	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
1	54,534	58,426	62,324	66,219	70,113
2	58,426	62,324	66,219	70,113	74,008
3	62,324	66,219	70,113	74,008	77,906
4	66,219	70,113	74,008	77,906	81,799
5	70,113	74,008	77,906	81,799	85,694
6	74,008	77,906	81,799	85,694	89,591
7	77,532	81,799	85,694	89,591	93,487
8	81,058	85,356	89,591	93,487	97,381
9	81,058	88,911	89,591	97,381	101,277
10	81,058	88,911	89,591	97,381	105,172
11	81,058	88,911	89,591	97,381	109,068
12	81,058	88,911	89,591	97,381	109,068
13	85,021	93,283	93,971	102,169	114,425
14	85,021	93,283	93,971	102,169	114,425
15	85,021	93,283	93,971	102,169	114,425
16	85,710	94,064	94,732	103,024	115,374
17	85,710	94,064	94,732	103,024	115,374
18	85,710	94,064	94,732	103,024	115,374
19	87,087	95,623	96,254	104,732	117,272
20	87,087	95,623	96,254	104,732	117,272
21	88,458	97,186	97,769	106,444	119,171
22	88,458	97,186	97,769	106,444	119,171
23	89,833	98,746	99,289	108,153	121,068
24	89,833	98,746	99,289	108,153	121,068
25	89,833	98,746	99,289	108,153	121,068
26	91,206	100,304	100,807	109,859	122,970

COLUMN REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 4 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 5 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

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2022/23 NURSE MANAGEMENT SALARY SCHEDULE

200 Days

Effective July 1, 2022, employees shall receive a 3.5% increase to base salary earnings (excluding stipends and other remuneration)

STEP	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
1	56,443	60,471	64,505	68,537	72,567
2	60,471	64,505	68,537	72,567	76,598
3	64,505	68,537	72,567	76,598	80,633
4	68,537	72,567	76,598	80,633	84,662
5	72,567	76,598	80,633	84,662	88,693
6	76,598	80,633	84,662	88,693	92,727
7	80,245	84,662	88,693	92,727	96,759
8	83,895	88,343	92,727	96,759	100,789
9	83,895	92,022	92,727	100,789	104,822
10	83,895	92,022	92,727	100,789	108,853
11	83,895	92,022	92,727	100,789	112,885
12	83,895	92,022	92,727	100,789	112,885
13	87,996	96,547	97,260	105,745	118,430
14	87,996	96,547	97,260	105,745	118,430
15	87,996	96,547	97,260	105,745	118,430
16	88,709	97,355	98,048	106,630	119,412
17	88,709	97,355	98,048	106,630	119,412
18	88,709	97,355	98,048	106,630	119,412
19	90,134	98,969	99,623	108,398	121,377
20	90,134	98,969	99,623	108,398	121,377
21	91,553	100,587	101,191	110,170	123,342
22	91,553	100,587	101,191	110,170	123,342
23	92,976	102,201	102,764	111,938	125,305
24	92,976	102,201	102,764	111,938	125,305
25	92,976	102,201	102,764	111,938	125,305
26	94,397	103,813	104,335	113,704	127,274

COLUMN REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 1 Bachelor's degree and appropriate California Credential.
- CLASS 2 Bachelor's degree and appropriate California Credential, plus 15 approved units obtained after Bachelor's degree.
- CLASS 3 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 4 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 5 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

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2022/23 SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE
Effective July 1, 2022

Effective July 1, 2022 SLP employees shall receive an additional 5.00% increase to base salary earnings (excluding stipends and other remuneration), above the agreed upon 3.5% increase to LJEAs salaries.

	CLASS	CLASS	CLASS
STEP	3	4	5
1	61,299	65,132	68,961
2	65,132	68,961	72,792
3	68,961	72,792	76,627
4	72,792	76,627	80,455
5	76,627	80,455	84,285
6	80,455	84,285	88,119
7	84,285	88,119	91,951
8	88,119	91,951	95,782
9	88,119	95,782	99,614
10	88,119	95,782	103,446
11	88,119	95,782	107,276
12	88,119	95,782	107,276
13	92,427	100,490	112,546
14	92,427	100,490	112,546
15	92,427	100,490	112,546
16	93,176	101,330	113,479
17	93,176	101,330	113,479
18	93,176	101,330	113,479
19	94,672	103,012	115,346
20	94,672	103,012	115,346
21	96,162	104,696	117,213
22	96,162	104,696	117,213
23	97,657	106,377	119,079
24	97,657	106,377	119,079
25	97,657	106,377	119,079
26	99,152	108,056	120,950

CLASS REQUIREMENTS

ALL UNITS ARE SEMESTER UNITS. ONE-QUARTER UNIT = 2/3 SEMESTER UNIT

- CLASS 3 Bachelor's degree and appropriate California Credential, plus 30 approved units obtained after Bachelor's degree.
- CLASS 4 Bachelor's degree and appropriate California Credential, plus 45 approved units obtained after Bachelor's degree, or Master's degree and appropriate California Credential.
- CLASS 5 Bachelor's degree and appropriate California Credential, plus 60 approved units obtained after Bachelor's degree, including Master's degree, or Master's degree and appropriate California Credential, plus 24 approved units obtained after Master's degree.

* Unit members will receive eleven (11) monthly paychecks August through June each school year. For members retiring on or before May 31st, in any school year, those members will receive their eleventh paycheck at the same time as their May paycheck in order to avoid potential State Teachers Retirement System (STRS) penalties for receipt of paid wages during retirement.

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LOWELL JOINT SCHOOL DISTRICT 2021/22 CLASSIFIED MANAGEMENT SALARY SCHEDULE

Effective July 1, 2021, employees shall receive a 5.0% increase to base salary earnings (excluding stipends and other remuneration)

MANAGEMENT POSITIONS	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
Assistant Superintendent of Administrative Services	13,323	14,025	14,762	15,500	16,275	17,089	17,943	18,840
Assistant Superintendent of Facilities and Operations	12,654	13,287	13,951	14,650	15,383	16,152	16,959	X
Director of Educational & Information Technology	7,138	7,500	7,878	8,274	8,691	9,136	9,591	10,082
Occupational Therapist (11 months)	6,689	7,022	7,375	7,745	8,131	8,539	8,965	9,414
Director of Fiscal Services	6,510	6,770	7,025	7,320	7,627	7,947	8,273	8,606
Bond Contracts and Accounting Compliance Manager	6,508	6,768	7,023	7,318	7,625	7,945	8,271	8,604
Site Supervisor/Teacher - Preschool	3,813	4,004	4,204	4,413	4,635	4,866	X	X

Twelve-month Classified Management employees receive 22 days vacation per year.

LONGEVITY

Length of service shall be additionally compensated at the following rate, after completion of:

5 years	\$4,000
10 years	\$5,000
15 years	\$6,000
20 years	\$7,000

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LOWELL JOINT SCHOOL DISTRICT
2022/23 CLASSIFIED MANAGEMENT SALARY SCHEDULE

Effective July 1, 2022, employees shall receive a 3.50% increase to base salary earnings (excluding stipends and other remuneration)

MANAGEMENT POSITIONS	RANGE 1	RANGE 2	RANGE 3	RANGE 4	RANGE 5	RANGE 6	RANGE 7	RANGE 8
Assistant Superintendent of Administrative Services	13,789	14,516	15,279	16,043	16,845	17,687	18,571	19,499
Assistant Superintendent of Facilities and Operations	13,097	13,752	14,439	15,163	15,921	16,717	17,553	X
Director of Educational & Information Technology	7,388	7,763	8,154	8,564	8,995	9,456	9,927	10,435
Occupational Therapist (11 months)	6,923	7,268	7,633	8,016	8,416	8,838	9,279	9,743
Director of Fiscal Services	6,738	7,007	7,271	7,576	7,894	8,225	8,563	8,907
Bond Contracts and Accounting Compliance Manager	6,736	7,005	7,269	7,574	7,892	8,223	8,560	8,905
Site Supervisor/Teacher - Preschool	3,946	4,144	4,351	4,567	4,797	5,036	X	X

Twelve-month Classified Management employees receive 22 days vacation per year.

LONGEVITY

Length of service shall be additionally compensated at the following rate, after completion of:

5 years	\$4,000
10 years	\$5,000
15 years	\$6,000
20 years	\$7,000

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**LOWELL JOINT SCHOOL DISTRICT
2021/22 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE**

Effective July 1, 2021

Effective July 1, 2021, employees shall receive a 5% increase to their base salary earnings (excluding stipends and other remuneration).

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
(A)	3,738	3,925	4,121	4,327	4,543	4,770	5,010	5,259
(B)	3,845	4,037	4,250	4,457	4,687	4,929	5,180	5,442
(C)	3,942	4,138	4,355	4,576	4,809	5,051	5,308	5,571
(D)	4,051	4,254	4,458	4,687	4,929	5,180	5,442	5,712
(E)	4,151	4,356	4,577	4,809	5,051	5,308	5,571	5,857
(F)	4,249	4,461	4,688	4,929	5,180	5,442	5,712	6,002
(G)	4,354	4,573	4,809	5,051	5,308	5,571	5,857	6,150
(H)	4,457	4,680	4,930	5,180	5,442	5,712	6,002	6,312
(I)	4,576	4,806	5,051	5,308	5,571	5,857	6,150	6,463
(J)	4,687	4,921	5,180	5,442	5,712	6,002	6,312	6,626
(K)	4,809	5,048	5,307	5,571	5,857	6,150	6,463	6,797
(L)	4,929	5,175	5,444	5,712	6,002	6,312	6,626	6,962
(M)	5,051	5,304	5,570	5,857	6,150	6,463	6,797	7,138
(N)	5,180	5,439	5,712	6,002	6,312	6,626	6,962	7,315
(O)	5,308	5,572	5,857	6,150	6,463	6,797	7,138	7,500
(P)	5,442	5,714	6,001	6,312	6,626	6,962	7,315	7,686
(Q)	5,571	5,850	6,151	6,463	6,797	7,138	7,500	7,878
(R)	5,712	5,997	6,312	6,626	6,962	7,315	7,686	8,082
(S)	5,857	6,151	6,463	6,797	7,138	7,500	7,878	8,275
(T)	6,002	6,301	6,624	6,962	7,315	7,686	8,082	8,480
(U)	6,150	6,458	6,797	7,138	7,500	7,878	8,275	8,691
(V)	6,312	6,627	6,960	7,315	7,686	8,082	8,480	8,918
(W)	6,463	6,786	7,138	7,500	7,878	8,275	8,691	9,136
(X)	6,626	6,956	7,315	7,686	8,082	8,480	8,918	9,362
(Y)	6,797	7,136	7,500	7,878	8,275	8,691	9,136	9,591
(Z)	6,962	7,311	7,687	8,082	8,480	8,918	9,362	9,835

CONFIDENTIAL EMPLOYEES

RANGE

LONGEVITY

Executive Assistant and Secretary to Superintendent

N

Length of service shall be additionally compensated at the following rate after completion of:

Administrative Assistant - Business Svcs/Classified Personnel

I

Assistant to the Superintendent's Office

F

- 10 years of service 2.5 %
- 15 years of service 5 %
- 20 years of service 7.5 %
- 25 years of service 10 %
- 30 years of service 12.5%

DRAFT

*OR
3/30/22*

DRAFT

LOWELL JOINT SCHOOL DISTRICT
2022/23 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2022

Effective July 1, 2022, employees shall receive a 3.5% increase to their base salary earnings (excluding stipends and other remuneration).

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
(A)	3,869	4,062	4,265	4,478	4,702	4,937	5,185	5,443
(B)	3,980	4,178	4,399	4,613	4,851	5,102	5,361	5,632
(C)	4,080	4,283	4,507	4,736	4,977	5,228	5,494	5,766
(D)	4,193	4,403	4,614	4,851	5,102	5,361	5,632	5,912
(E)	4,296	4,508	4,737	4,977	5,228	5,494	5,766	6,062
(F)	4,398	4,617	4,852	5,102	5,361	5,632	5,912	6,212
(G)	4,506	4,733	4,977	5,228	5,494	5,766	6,062	6,365
(H)	4,613	4,844	5,103	5,361	5,632	5,912	6,212	6,533
(I)	4,736	4,974	5,228	5,494	5,766	6,062	6,365	6,689
(J)	4,851	5,093	5,361	5,632	5,912	6,212	6,533	6,858
(K)	4,977	5,225	5,493	5,766	6,062	6,365	6,689	7,035
(L)	5,102	5,356	5,635	5,912	6,212	6,533	6,858	7,206
(M)	5,228	5,490	5,765	6,062	6,365	6,689	7,035	7,388
(N)	5,361	5,629	5,912	6,212	6,533	6,858	7,206	7,571
(O)	5,494	5,767	6,062	6,365	6,689	7,035	7,388	7,763
(P)	5,632	5,914	6,211	6,533	6,858	7,206	7,571	7,955
(Q)	5,766	6,055	6,366	6,689	7,035	7,388	7,763	8,154
(R)	5,912	6,207	6,533	6,858	7,206	7,571	7,955	8,365
(S)	6,062	6,366	6,689	7,035	7,388	7,763	8,154	8,565
(T)	6,212	6,522	6,856	7,206	7,571	7,955	8,365	8,777
(U)	6,365	6,684	7,035	7,388	7,763	8,154	8,565	8,995
(V)	6,533	6,859	7,204	7,571	7,955	8,365	8,777	9,230
(W)	6,689	7,024	7,388	7,763	8,154	8,565	8,995	9,456
(X)	6,858	7,199	7,571	7,955	8,365	8,777	9,230	9,690
(Y)	7,035	7,386	7,763	8,154	8,565	8,995	9,456	9,927
(Z)	7,206	7,567	7,956	8,365	8,777	9,230	9,690	10,179

CONFIDENTIAL EMPLOYEES

RANGE

LONGEVITY

Executive Assistant and Secretary to Superintendent

N

Length of service shall be additionally compensated at the following rate after completion of:

Administrative Assistant - Business Svcs/Classified Personnel

I

Assistant to the Superintendent's Office

F

- 10 years of service 2.5 %
- 15 years of service 5 %
- 20 years of service 7.5 %
- 25 years of service 10 %
- 30 years of service 12.5 %

DRAFT

AK
3/30/22

DRAFT

2021/22 Classified Salary Schedule
Effective July 1, 2021

Effective July 1, 2021, employees shall receive a 5% increase to their base salary earnings (excluding stipends and other remuneration).
Effective January 1, 2022, minimum wage is \$15 per hour

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
1	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,874 (16.32)	3,017 (17.14)	3,172 (18.02)
2	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,804 (15.93)	2,944 (16.74)	3,101 (17.62)	3,255 (18.49)
3	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,874 (16.32)	3,017 (17.14)	3,172 (18.02)	3,341 (18.99)
4	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,911 (16.74)	3,055 (17.62)	3,210 (18.49)	3,370 (19.39)
5	2,640 (15.00)	2,640 (15.00)	2,804 (15.93)	2,944 (16.74)	3,087 (17.62)	3,231 (18.49)	3,386 (19.39)	3,542 (20.36)
6	2,640 (15.00)	2,640 (15.00)	2,804 (15.93)	2,944 (16.74)	3,087 (17.62)	3,231 (18.49)	3,386 (19.39)	3,542 (20.36)
7	2,640 (15.00)	2,640 (15.00)	2,804 (15.93)	2,944 (16.74)	3,087 (17.62)	3,231 (18.49)	3,386 (19.39)	3,542 (20.36)
8	2,640 (15.00)	2,804 (15.93)	2,944 (16.74)	3,087 (17.62)	3,231 (18.49)	3,386 (19.39)	3,542 (20.36)	3,699 (21.39)
9	2,640 (15.00)	2,874 (16.32)	3,017 (17.14)	3,160 (18.02)	3,303 (18.99)	3,446 (19.92)	3,589 (20.84)	3,732 (21.76)
10	2,804 (15.93)	2,944 (16.74)	3,087 (17.62)	3,230 (18.49)	3,373 (19.39)	3,516 (20.36)	3,659 (21.28)	3,802 (22.16)
11	2,874 (16.32)	3,017 (17.14)	3,160 (18.02)	3,303 (18.99)	3,446 (19.92)	3,589 (20.84)	3,732 (21.76)	3,875 (22.64)
12	2,944 (16.74)	3,101 (17.62)	3,244 (18.49)	3,387 (19.39)	3,530 (20.36)	3,673 (21.28)	3,816 (22.16)	3,959 (23.04)
13	3,017 (17.14)	3,160 (18.02)	3,303 (18.99)	3,446 (19.92)	3,589 (20.84)	3,732 (21.76)	3,875 (22.64)	4,018 (23.52)
14	3,101 (17.62)	3,244 (18.49)	3,387 (19.39)	3,530 (20.36)	3,673 (21.28)	3,816 (22.16)	3,959 (23.04)	4,102 (24.00)
15	3,172 (18.02)	3,315 (19.39)	3,458 (20.36)	3,601 (21.28)	3,744 (22.16)	3,887 (23.04)	4,030 (23.92)	4,173 (24.80)
16	3,255 (18.49)	3,398 (19.39)	3,541 (20.36)	3,684 (21.28)	3,827 (22.16)	3,970 (23.04)	4,113 (23.92)	4,256 (24.80)
17	3,341 (18.99)	3,484 (19.92)	3,627 (20.84)	3,770 (21.76)	3,913 (22.64)	4,056 (23.52)	4,199 (24.40)	4,342 (25.28)
18	3,416 (19.39)	3,559 (20.36)	3,702 (21.28)	3,845 (22.16)	3,988 (23.04)	4,131 (23.92)	4,274 (24.80)	4,417 (25.68)
19	3,505 (19.92)	3,648 (20.84)	3,791 (21.76)	3,934 (22.64)	4,077 (23.52)	4,220 (24.40)	4,363 (25.28)	4,506 (26.16)
20	3,585 (20.36)	3,728 (21.76)	3,871 (22.64)	4,014 (23.52)	4,157 (24.40)	4,300 (25.28)	4,443 (26.16)	4,586 (27.04)
21	3,666 (20.84)	3,809 (21.76)	3,952 (22.64)	4,095 (23.52)	4,238 (24.40)	4,381 (25.28)	4,524 (26.16)	4,667 (27.04)
22	3,763 (21.39)	3,906 (22.64)	4,049 (23.52)	4,192 (24.40)	4,335 (25.28)	4,478 (26.16)	4,621 (27.04)	4,764 (28.00)
23	3,862 (21.91)	4,005 (23.06)	4,148 (23.92)	4,291 (24.80)	4,434 (25.68)	4,577 (26.56)	4,720 (27.44)	4,857 (28.40)
24	3,957 (22.47)	4,100 (23.92)	4,243 (24.80)	4,386 (25.68)	4,529 (26.56)	4,672 (27.44)	4,815 (28.40)	4,954 (29.28)
25	4,059 (23.06)	4,202 (24.80)	4,345 (25.68)	4,488 (26.56)	4,631 (27.44)	4,774 (28.40)	4,917 (29.28)	5,056 (30.16)
26	4,152 (23.58)	4,295 (25.52)	4,438 (26.40)	4,581 (27.28)	4,724 (28.16)	4,867 (29.04)	5,010 (30.00)	5,149 (30.88)
27	4,263 (24.19)	4,406 (26.13)	4,549 (27.04)	4,692 (27.92)	4,835 (28.80)	4,978 (29.68)	5,121 (30.88)	5,260 (31.76)
28	4,370 (24.79)	4,513 (26.74)	4,656 (27.64)	4,799 (28.52)	4,942 (29.60)	5,085 (30.56)	5,226 (31.44)	5,365 (32.32)
29	4,486 (25.50)	4,629 (27.44)	4,772 (28.40)	4,915 (29.28)	5,058 (30.40)	5,201 (31.28)	5,340 (32.16)	5,479 (33.04)
30	4,596 (26.13)	4,739 (28.16)	4,882 (29.28)	5,025 (30.16)	5,168 (31.04)	5,311 (31.92)	5,454 (32.80)	5,593 (33.68)

CA
3/30/22

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2022/23 Classified Salary Schedule
Effective July 1, 2022

Effective July 1, 2022, employees shall receive a 3.5% increase to their base salary earnings (excluding stipends and other remuneration).
Effective January 1, 2022, minimum wage is \$15 per hour

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
1	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)
2	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,902 (16.49)	3,047 (17.33)	3,210 (18.24)	3,369 (19.14)
3	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)
4	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,975 (16.89)	3,013 (17.33)	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)
5	2,640 (15.00)	2,640 (15.00)	2,640 (15.00)	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)
6	2,640 (15.00)	2,640 (15.00)	2,902 (16.49)	3,047 (17.33)	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)
7	2,640 (15.00)	2,640 (15.00)	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)
8	2,640 (15.00)	2,902 (16.49)	3,047 (17.33)	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)
9	2,640 (15.00)	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)
10	2,902 (16.49)	3,047 (17.33)	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)
11	2,975 (16.89)	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)
12	3,047 (17.33)	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)
13	3,123 (17.74)	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)
14	3,210 (18.24)	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)
15	3,283 (18.65)	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)
16	3,369 (19.14)	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)
17	3,458 (19.65)	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)	4,877 (28.38)
18	3,536 (20.07)	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)
19	3,628 (20.62)	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)
20	3,710 (21.07)	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)
21	3,794 (21.57)	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)	5,377 (30.54)
22	3,895 (22.14)	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)	5,513 (31.34)
23	3,997 (22.68)	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)	5,377 (30.54)	5,653 (32.12)
24	4,095 (23.26)	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)	5,513 (31.34)	5,788 (32.87)
25	4,201 (23.87)	4,412 (25.04)	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)	5,377 (30.54)	5,653 (32.12)	5,943 (33.74)
26	4,297 (24.41)	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)	5,513 (31.34)	5,788 (32.87)	6,088 (34.58)
27	4,412 (25.04)	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)	5,377 (30.54)	5,653 (32.12)	5,943 (33.74)	6,251 (35.49)
28	4,523 (25.66)	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)	5,513 (31.34)	5,788 (32.87)	6,088 (34.58)	6,394 (36.33)
29	4,643 (26.39)	4,877 (27.04)	5,123 (29.12)	5,377 (30.54)	5,653 (32.12)	5,943 (33.74)	6,251 (35.49)	6,562 (37.26)
30	4,757 (27.04)	4,996 (28.38)	5,260 (29.87)	5,513 (31.34)	5,788 (32.87)	6,088 (34.58)	6,394 (36.33)	6,715 (38.15)

Out 3/30/22

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