

LOWELL JOINT SCHOOL DISTRICT
11019 Valley Home Avenue, Whittier, CA 90603

MINUTES OF THE BOARD MEETING OF THE BOARD OF TRUSTEES

March 4, 2024

- Call to Order President Shackelford called the meeting to order at 6:32 p.m. at Lowell Joint School District, 11019 Valley Home Avenue, Whittier, CA 90603. In compliance with Government Code 54953, the Board will use teleconference, Meeting ID: 875 3760 4881, for closed session in order to allow Member to the Board of Trustees Karen Shaw to participate in Closed Session. Any votes taken, as part of the teleconference, will be by roll call and reported out in open session. Ms. Shaw will post this meeting agenda at her location, 361 South Dexford Drive, La Habra, CA 90631
- Topics Not on the Agenda None.
- Closed Meeting President Shackelford declared the meeting recessed to closed session at 6:33 p.m.
- Call to Order President Shackelford reconvened the meeting to order at 7:39 p.m. In compliance with Government Code 54953, the Board will use teleconference, Meeting ID: 875 3760 4881, for open session in order allow Member to the Board of Trustees Karen Shaw to participate in Open Session. Any votes taken, as part of the teleconference, will be by roll call vote. Ms. Shaw will post this meeting agenda at her location, 361 South Dexford Drive, La Habra, CA 90631.
- The flag salute was led by Olita Students: Kira Mirabal.
- Trustees Present: Anastasia M. Shackelford, Anthony A. Zegarra, Christine J. Berg, Karen L. Shaw, Regina L. Woods
- Trustees Absent: None
- Staff Present: Jim Coombs, Superintendent of Schools; Sheri McDonald, Assistant Superintendent of Educational Services; David Bennett, Assistant Superintendent of Business Services; Carl Erickson, Assistant Superintendent of Administrative Services
- Staff Absent: None.
- Reporting Out Action (if any) Taken in Closed Session This evening in closed session, pursuant to Education Code section 44929.21, the Board took action in a unanimous roll call vote (5 – 0) to adopt Resolution 920 to release and non-reelect one certificated employee under probationary contract effective at the end of the 2023-2024 school year, and delegated the authority to the Superintendent or designee be authorized to execute the necessary documents.
- This evening in closed session, pursuant to Education Code section 44920, the Board took action in a unanimous roll call vote (5 – 0) to adopt Resolution 919 to release and non-reelect 20 certificated employees under temporary contracts effective at the end of the 2023-2024 school year, and delegated the authority to the Superintendent or designee be authorized to execute the necessary documents.

This evening in closed session, the Board took action in a unanimous roll call vote (5-0) to approve Rhonda Overby, certificated administrative employee, in the position of Assistant Superintendent of Educational Services, effective July 1, 2024, and directed the Superintendent or designee to execute the necessary documents.

This evening in closed session, the Board took action in a unanimous roll call vote (5-0) to approve Jennifer Jackson, certificated administrative employee, in the position of Director of Educational Services, effective July 1, 2024, and directed the Superintendent or designee to execute the necessary documents.

Introduction / Welcome	President Shackelford introduced and congratulated Dr. Jackson and Mrs. Overby in their new positions and asked them to introduce their families in attendance. President Shackelford welcomed the guests in attendance.
Acknowledgement of Correspondence	None.
Approval of Agenda	It was motioned by Dr. Zegarra and seconded Mrs. Woods to remove item X-C-5 from the consent calendar on the agenda. It was moved, seconded, and carried by unanimous roll call vote, (5-0) to approve the amended March 4, 2024, Board agenda.
Approval of Minutes	It was moved, seconded, and carried by unanimous roll call vote, (5-0) to approve the minutes from the February 5, 2024, Regular Board Meeting.
Timely Information from the Board and Superintendent	<p>These students were recognized as recipients of the “Every Student Succeeds” ACSA award.</p> <p>Dr. Elmquist and Ms. Estrada introduced and spoke about Iker Torres a fifth grade student from Jordan Elementary.</p> <p>Ms. Malm and Mrs. Ilinsky introduced and spoke about Emmanuel Bates a kindergarten student at El Portal Elementary.</p> <p>Mrs. Jacobsen spoke about Joseph Zavala, not in attendance, a fourth grade student from Macy Elementary. Joseph was also chosen and the district recipient of the “Every Student Succeeds” ACSA award.</p> <p>Mr. Cukro introduced and spoke about Erwin Cazares a sixth grade student at Meadow Green Elementary.</p> <p>Mrs. Van Hoogmoed introduced and spoke about Michael Lombardi a sixth grade student at Olita Elementary.</p> <p>Dr. Jackson introduced and spoke about Samira Echemendia Rabelo a seventh grade student at Rancho Starbuck.</p> <p>Mrs. Shackelford presented each student with a certificate and a book in honor of their achievements.</p>
RECESS	Mrs. Shackelford declared a recess at 8:04 p.m. Mrs. Shackelford reopened the board meeting at 8:14 p.m.
School Reports	Each Board member shared highlights of their respective schools. Olita Elementary Student: Peyton Lindquist read the Olita school report.

Topics Not on the Agenda

Mrs. Palmer spoke regarding update items happening in LJEA.

Cristina Blevins spoke regarding the First 5 OC.

Resolution 2023/2024 No. 917 Order of Biennial Trustee Election and Specifications of the Election Order for Los Angeles County

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt Resolution 2023/2024 No. 917 Order of Biennial Trustee Election and Specifications of the Election Order for Los Angeles County, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/2024 No. 918 Order of Biennial Trustee Election and Specifications of the Election Order for Orange County

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt Resolution 2023/2024 No. 918 Order of Biennial Trustee Election and Specifications of the Election Order for Orange County, and that the Acting Superintendent or designee be authorized to execute the necessary documents.

Presentation of 2023-24 Second Interim Report

Education Code Sections 35035(g), 42130, and 42031 require Board approval of the District’s 2023-24 Second Interim Report and Certification by the Board as to whether or not the District will maintain positive cash and fund balances for the current and subsequent two fiscal years. This report reflects the projections based on financial information through January 31, 2024. This Board approved interim report is due to the Orange county Department of Education by March 15, 2024.
It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt the 2023-24 Second Interim Report and approve the Positive Certification for the reporting period.

Approval of Agreement with Administrative Services Cooperative, Inc. for Student Transportation Services for the 2023/2024 School Year Not to Exceed \$200,000

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to approve the Agreement with Administrative Services Cooperative, Inc. for Student Transportation Services for the 2023/24 School Year Not to Exceed \$200,000, that the Superintendent or designee be authorized to execute the necessary documents.

Approval of 2024-25 Transportation Plan

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

In accordance with Education Code 39800.1, the District shall develop a plan describing the transportation services it will offer to its pupils and how it will prioritize planned

transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income. The plan shall be adopted by the local educational agency's governing board and updated by April 1 each year thereafter. The District's Pupil Transportation Plan is designed to provide safe and consistent transportation services for our families specifically emphasizing our special needs students. Specifics of the Transportation Plan are codified in the Lowell Joint School District's Board Policies and Administrative Regulations. The District does not operate its own bus service and school bus transportation is provided through a contracted service provider.

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to approve the Approval of 2024-25 Transportation Plan, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/24 No. 919, to Release and Non-Reelect Temporary Certificated Employees

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt Resolution 2023/24 No. 919, to Release and Non-Reelect Temporary Certificated Employees, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/24 No. 920, to Release Probationary Certificated Employees

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt Resolution 2023/24 No. 920, to Release Probationary Certificated Employees, 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, 2023, through June 30, 2026, and AB1200 Report

The Lowell Joint Education Association (LJEA) and the District reached a tentative agreement on a new contract and salary adjustment for July 1, 2023, through June 30, 2026 with contract language reopen for 2023, on February 1, 2024. LJEA conducted a vote of their membership and the tentative agreement was ratified.

As required by Assembly Bill AB 1200, the appropriate budgetary forms have been completed by the District and sent to the Orange County Office of Education for review. The AB 1200 forms have also been posted for public review as required.

Public hearing opened at 8:54 p.m.

Public hearing closed at 8:54 p.m. with no comments from the public.

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to approve the contractual agreement with the Lowell Joint Education Association for the period of July 1, 2023, through June 30, 2026, and AB1200 report, and the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement #FCI-SD5-15 with First 5 Orange County Children & Families Commission

Our District was approved for another 3-Year Agreement with First Five Orange County, Children and Families Commission for Kindergarten Readiness Initiative Services. An amount not to exceed \$169,900 over three years has been allocated to our district to support services to children from prenatal through age five living within our attendance area including a part-time Early Literacy Specialist to continue to develop and coordinate services. The term of this Agreement is July 1, 2024 through June 30, 2027.

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to approved the Agreement #FCI-SD5-15 with First 5 Orange County Children & Families Commission, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/24 No. 921 Declaring March 4-8, 2024 as “National School Breakfast Week”

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to adopt Resolution 2023/24 No. 921 supporting March 4-8, 2024 “National School Breakfast Week”, and that the Superintendent or designee be authorized to execute the resolution.

Approval of the Comprehensive School Safety Plan for 2023/2024 School Year

California Education Code 35294.6 and 32282 requires each school maintain a comprehensive school safety plan including specific elements such as emergency numbers, ingress and egress, practice drills, evacuation procedures, campus maps, etc.

All plans are to be reviewed and approved by the School Site Council each year before March 1st to ensure policies and procedures are current. The Board of Trustees then approves the signature pages to verify the plans are complete. Copies of the plan are available at each school site.

It was moved, seconded, and carried by unanimous roll call vote (5– 0) to approve of the Comprehensive School Safety Plan for 2023/2024 school year, and that the Superintendent or designee be authorized to execute the necessary documents.

Consent Calendar

It was moved, seconded, and carried by unanimous roll call vote, (5 – 0), to approve/ratify the following items, under a consent procedure with the removal of Item X-C-5 as noted in the prior approval of the amended agenda in Item II-F.

Purchase Order Report 2023/24 #8

Approved the Purchase Order Report 2022/23 #8, issued January 1, 2024 through January 31, 2024, as attached, and that the Superintendent or designee be authorized to execute the necessary documents.

Consolidated Check Register Listing Report 2023/24 #8

Approved the Check Register Listing Report 2022/23 #8, issued January 1, 2024 through January 31, 2024, as attached, and that the Superintendent or designee be authorized to execute the necessary documents.

Employer-Employee Relations/Personnel Report 2023/24 #8 Which Includes Hiring, Resignations, Contract Adjustments, and Retirements for Certificated, Classified, and Confidential Employees

Ratified Employer-Employee Relations/Personnel Report 2023/24 #8, as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees.

Approval of the

Approved the Certificated Teacher and the Speech Language Pathologist Salary

Certificated Teacher and the Speech Language Pathologist Salary Schedules Implementing an Eleven Percent (11%) Increase, Retroactive to July 1, 2023, for the 2023/2024 School Year

Schedules implementing an eleven percent (11%) increase, retroactive to July 1, 2023, for the 2023/2024 school year, and that the Superintendent or designee be authorized to execute the agreement.

Approval of the Certificated Management and Supervisory, Counselor, Nurse Management, Classified Management and Supervisory, and Classified Confidential Salary Schedules Implementing an Eleven Percent (11%) Increase, Retroactive to July 1, 2023, for the 2023/2024 School Year

Approved the Certificated Management and Supervisory, Counselor, Nurse Management, Classified Management and Supervisory, and Classified Confidential Salary Schedules Implementing an Eleven Percent (11%) Increase, Retroactive to July 1, 2023, for the 2023/2024 School Year, and that the Superintendent or designee be authorized to execute the agreement

Approval of the Board of Trustees Monthly Salary Implementing a Zero Percent (0%) Increase, Retroactive to July 1, 2023, for the 2023/2024 School Year, and Zero Percent (0%) Increase for the 2024/2025 School Year

Approved the Board of Trustees Monthly Salary implementing a zero percent (0%) increase, retroactive to July 1, 2023, for the 2023/2024 school year and zero percent (0%) for the 2024/2025 school year, and that the Superintendent or designee be authorized to execute the documents.

Amendment to the Superintendent, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services and Assistant Superintendent of Administrative Services Contracts representing a five and half percent (5.5%) Salary Increase to the 2023/2024 Base

The Board of Trustees Pulled this Item from the Consent Calendar.

March 4, 2024

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Salaries, Retroactive to
July 1, 2023, and zero

(0%) for 2024/2025

Approval of Agreement
AltaMed Health Services
Corporation

Approved the Agreement with AltaMed Health Services Corporation, services include a visual dental screening to identify cavities, application of fluoride varnish, and health promotion education. Children with prior parent consent will receive services, at no cost to our District, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement
with the Orange County
Department of
Education to provide
the S1S Program for
PCHS/ACCESS from
June 1, 2024 to August
31, 2024

Approved the Agreement with Orange County Department of Education to provide the S1S Program for PCHS/ACCESS, for summer school credit recovery during the period of June 1, 2024 to August 31, 2024, at no cost to the District for these services, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of an
Agreement with the
Orange County
Department of
Education to provide
California Math
Standards Training to
Rancho-Starbuck Math
Teachers during the
2024/25 School Year

Approved the Agreement with Orange County Department of Education to provide support development of shared vision and practice of curriculum and instruction aligned to the expectations of California Math Standards during the 2024/25 school year for a total not to exceed \$9,000.00, and that the Superintendent or designee be authorized to execute the necessary documents

Approval of Field Trip
to Los Angeles Maritime
Marine Institute in San
Pedro on March 12,
2024 for Macy
Elementary School

There will be 64 fifth-grade students from Macy Elementary School participating in a field trip to Los Angeles Maritime Marine Institute in San Pedro on March 12, 2024. Students will enjoy a day aboard an historic tall ship and experience what life was like during the Revolutionary War. Students will raise and trim sails, stand lookout in the bow of a rolling ship, take the helm and steer the course they've set, and climb the rigging to furl sails. The experience also helps students develop leadership and team-building skills, which include personal values such as respect, patience, self-discipline, integrity, and tenacity. Supervision will be provided by 2 staff members and 2 parent volunteers.

Supervision will be provided by the following individuals:

Michelle Valdez (Staff)

Sylvia Lee (Staff)

Mrs. Shrainger (Parent)

Mrs. Johnson (Parent & PTA President)

Approved the field trip to Los Angeles Maritime Marine Institute, and that the Superintendent or designee be authorized to execute the necessary documents.

Addendum of Master Agreement #16064 with Inside the Outdoors, Orange County Department of Education, to Provide a Field Trip for the 3rd Grade Students of Olita Elementary School

Approved the Addendum to Master Agreement #16064 with Inside the Outdoors, Orange County Department of Education to provide a field trip to Shipley Gabrielino Walk for the 3rd Grade Students of Olita Elementary School, and that the Superintendent or designee be authorized to execute the necessary documents.

Board Member/Superintendent Comments

Ms. Shaw thanked everyone for allowing her to participate via zoom and that her family thoroughly enjoyed the performance of the Lion King.

Mr. Coombs announced that Rancho Starbuck had received official notice that they are a 2024 California Distinguished School. He also pointed out that as we are a 'me too' district, that on the consent calendar the Board of Trustees did forgo the 11% raise that was received by the rest of the district.

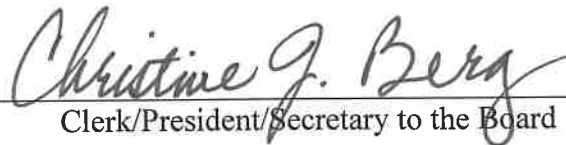
Adjournment

President Shackelford declared the meeting adjourned at 9:00 p.m. in accordance with Government Code Section 54956.9 (a, b, c) and returned to closed session and indicated no further public action would be taken.

The Board of Trustees adjourned from closed session at 10:04 p.m. with no further public action taken.

Date Approved:

3/4/2024



Clerk/President/Secretary to the Board of Trustees

RESOLUTION NO. 917

**RESOLUTION AND ORDER OF THE
BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT,
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
FOR THE BIENNIAL TRUSTEE ELECTION AND
SPECIFICATIONS OF THE ELECTION ORDER FOR
LOS ANGELES COUNTY**

WHEREAS, pursuant to Education Code Section 5000-5030, the Los Angeles County Superintendent of Schools is hereby ordered to call an election for the purpose, and in accordance with the designations contained in the following specifications of the Election Order made under the authority of EC §5302, §5304, and §5322.

WHEREAS, the election of the governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on November 30, 2024, next succeeding the election.

WHEREAS, for district elections the filing of Candidate Statements will be no more than 200 words allowed and that the payment of the estimated cost must be made by the candidate at time of filing.

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk will perform all the duties incident to the preparation for and holding of the above-mention election. The Lowell Joint School District will pay the costs of the election. If any agency holds an election on Tuesday, November 5, 2024, the Lowell Joint School District shall pay its pro rata share pertaining to the conduct of this election and shall be under the provisions of the appropriate section of the Education and Election Codes.

IT IS FURTHER ORDERED that the Clerk of the district is hereby directed to furnish two copies of this order to the County Superintendent not less than 130 days prior to the date set for the election.

NOW BE IT RESOLVED the foregoing Resolution and Order was adopted and affirmed by the Governing Board of Lowell Joint School District of Los Angeles County, being that the Board authorized by law to make the designations contained therein.

PASSED AND ADOPTED by the Board of Trustees of the Lowell Joint School District, Los Angeles and Orange Counties on March 4, 2024, by the following vote:

AYES:Anastasia Shackelford, Anthony Zegarra, Christine Berg, Karen Shaw, Regina Woods

NOES: None

ABSTAIN: None

ABSENT: None

I, Christine Berg, Clerk 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 March, 2024, and passed by a unanimous vote of those present:

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2024.

A handwritten signature in cursive script that reads "Christine Berg". The signature is written in black ink and is positioned above a horizontal line.

Christine Berg, Lowell Joint School District
Clerk to the Board of Trustees

RESOLUTION NO. 918

**RESOLUTION AND ORDER OF THE
BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT,
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
FOR THE BIENNIAL TRUSTEE ELECTION AND
SPECIFICATIONS OF THE ELECTION ORDER FOR
ORANGE COUNTY**

WHEREAS, the election of the governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on November 30, 2024, next succeeding the election.

WHEREAS, for district elections the filing of Candidate Statements will be no more than 200 words allowed and that the payment of the estimated cost must be made by the candidate at time of filing.

NOW BE IT RESOLVED that pursuant to the authority of Education Code Sections 5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 5, 2024.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

PASSED AND ADOPTED by the Board of Trustees of the Lowell Joint School District, Los Angeles and Orange Counties on March 4, 2024, by the following vote:

AYES:Anastasia Shackelford, Anthony Zegarra, Christine Berg, Karen Shaw, Regina Woods

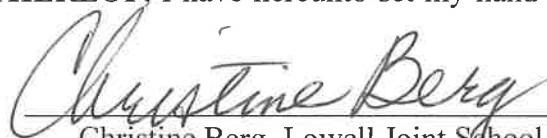
NOES: None

ABSTAIN: None

ABSENT: None

I, Christine Berg, Clerk 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 March, 2024, and passed by a unanimous vote of those present:

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2024.



Christine Berg, Lowell Joint School District
Clerk to the Board of Trustees

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: 
District Superintendent or Designee

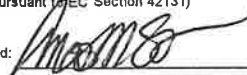
Date: 03-04-2024

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 04, 2024

Signed: 
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: David Bennett

Telephone: 562-902-4202

Title: Assistant Superintendent, Business Services

E-mail: dbennett@ljsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	



LOWELL JOINT SCHOOL DISTRICT

2024-25

TRANSPORTATION PLAN

LOWEL JOINT SCHOOL DISTRICT TRANSPORTATION PLAN

In accordance with Education Code 39800.1, the District shall develop a plan describing the transportation services it will offer to its pupils and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income. The plan shall be adopted by the local educational agency's governing board and updated by April 1 each year thereafter. The District's Transportation Plan is designed to provide safe and consistent transportation services for our families specifically emphasizing our primary and special needs students. Specifics of the Transportation Plan are codified in the Lowell Joint School District's Board Policies and Administrative Regulations. The District does not operate its own bus service and school bus transportation is provided through a contracted service provider. The initial term of services is for one year from July 1st through June 30th, and may be extended for four (4) additional one year terms by mutual written agreement and upon approval of the District's Governing Board for a maximum term of five (5) years in accordance with provisions contained in Education Code section 17596.

STUDENT ELIGIBILITY: HOME-TO-SCHOOL

Although the District does not provide traditional home to School transportation services, Board Policy 3541 provides that, if applicable, the Board of Trustees desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness.

STUDENT ELIGIBILITY: STUDENTS WITH DISABILITIES

The District desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. Therefore, the District shall provide appropriate transportation services, at no cost, for a student with disabilities when the district is the student's district of residence and the transportation services are required by the student's Individualized Education Program (IEP) or Section 504 accommodation plan.

TRANSPORTATION FEES

There are no fees associated with the transportation services offered by the District.

2024-25 ANNUAL BUS PASS PRICES

Bus passes are not offered by the District.

SCHEDULED PICK-UP TIMES

Students who qualify for transportation services should be ready at the scheduled time of pick-up and behave in an orderly manner while being transported.

FIELD TRIPS

The District may provide transportation for students, employees, and other individuals for field trips and other school-related trips approved according to Board Policies and Administrative Regulations. School-related organizations requesting transportation shall be fully responsible for the costs of their trips which will be based on the current rates for the transportation provider used for the services.

AUTHORITY OF DRIVER

CCR Title 5 Section 14103 states: Pupils transported in a school bus or a school pupil activity bus shall be under the authority of, and responsible directly to the driver of the bus, and the driver shall be held responsible for the orderly conduct of the pupils while they are on the bus or being escorted across a street, highway, or road. Continued disorderly conduct or persistent refusal to submit to the driver's authority shall be sufficient reason for a pupil to be denied transportation. A bus driver shall not require any pupil to leave the bus en route between home, school, or other destinations.

BUS RIDER RULES

All policies and rules regarding safety, behavior, and discipline on the school bus remain in effect. Parents are encouraged to review the student responsibilities and the rules and regulations provided by the contracted service provider with their student(s). With parent assistance and the cooperation of all student riders, the District is able to continue to provide safe transportation. The principal of each school site shall be responsible for policy enforcement. The Superintendent, or designee, may review any or all violations for final recommendation, if necessary.

- First Violation: The rider and parent/guardian will be contacted by the principal, or designee
- Second Violation: The rider may be denied district transportation services for a period of three or more days
- Third Violation: The rider may be denied district transportation services for a period of two or more weeks
- Fourth Violation: The rider may be denied district transportation services for the remainder of the school year
- Threats of harm, acts of violence, or any behavior that is a danger to self or others may be cause for immediate denial of district transportation services

BUS CONDUCT

- Board the bus, find a seat quickly and remain seated at all times, facing front, while bus is in motion
- Follow instructions of the driver: drivers may assign seats, assign three to a seat, assign seatmates, and take other actions needed for safe passage of the students
- Talk quietly: do not shout, yell, use profane language or gestures, fight, or behave in a boisterous manner
- Keep all body parts inside the bus
- Do not eat, drink, or chew gum, while on the bus
- Do not bring animals, glass objects, or large bulky or hazardous articles of any kind on the bus, including, bicycles and skateboards
- Do not litter on the bus or engage in vandalism, destruction of property, or graffiti (costs will be billed to the student and their parent)
- Do not possess or use tobacco, e-cigarettes, drugs or alcohol, firearms, knives, explosives, or other dangerous objects aboard the bus
- Do not light matches, lighters or firecrackers aboard the bus
- Do not play or tamper with any part of the bus
- Do not ask driver to discharge students anywhere but at a designated bus stops, in accordance with the law
- When exiting the bus, follow the drivers' instructions: if crossing on the opposite side of the street, always cross in front of the bus, and utilize the crosswalk, obeying all traffic laws

USE OF VIDEO CAMERAS

Buses and other vehicles used for transportation may be equipped with video surveillance systems that are intended to assist in the management of student behavior and promote driver safety.

BUS STOP SAFETY

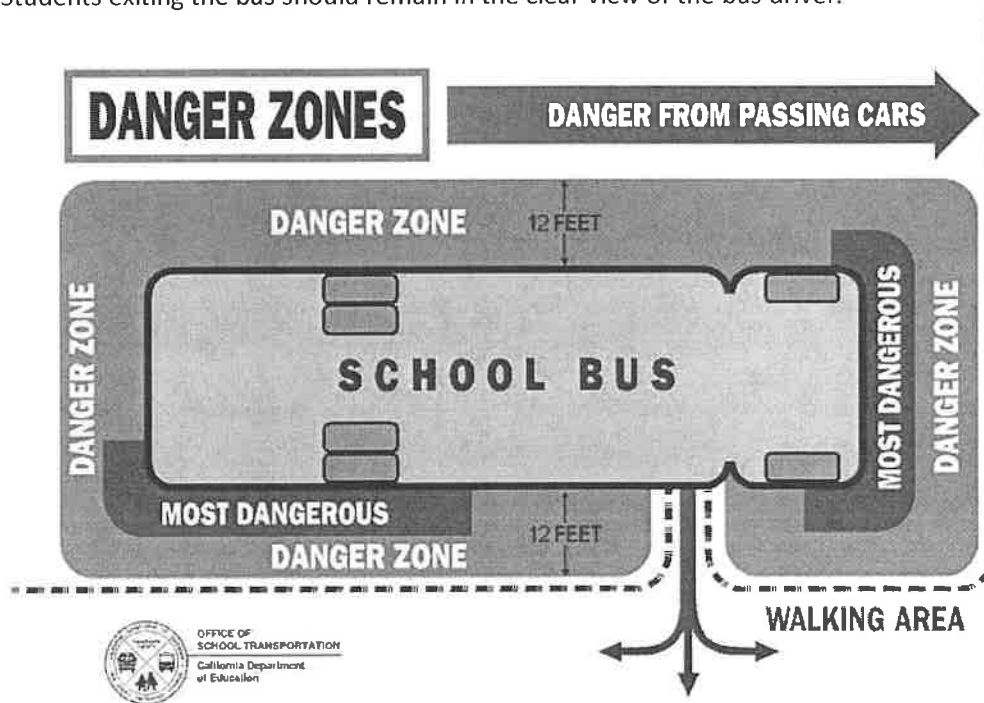
In the event that a bus stop is utilized for qualifying students, school bus drivers will activate red flashing lights and stop signal arms at all bus stops where pupils are loading or unloading from a school bus with the following exceptions:

- School bus loading zones on or adjacent to school grounds
- During activity trips
- Where the school bus is disabled
- Where pupils require assistance to board or leave the school bus
- Where the roadway surface is covered by snow and ice and requiring traffic to stop would create a hazard
- On a state highway with a posted speed of 55 mph or higher
- Where the school bus is completely off the highway

- Or any location determined by the District, with the approval of the California Highway Patrol, to present a traffic or safety hazard

DANGER ZONES AROUND BUSES

Students are cautioned against entering the Danger Zone, which is the area twelve feet around the school bus. Students exiting the bus should remain in the clear view of the bus driver.



SAFE BUS OPERATIONS

A bus driver is prohibited from driving a school bus while using a wireless telephone or other devices. A school bus shall not be operated whenever the number of passengers exceeds the bus seating capacity. No unauthorized person may enter a school bus. The District works with their transportation provider to develop and maintain a comprehensive transportation safety plan. Written safety information shall be provided to parents/guardians of all students who ride the bus. School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. Emergency bus evacuation drills shall be conducted at least annually.

DISTRICT REVENUE/EXPENDITURES

REVENUE:

Total 2022-23 Transportation Expenses (Function 3600)	\$183,515.68
Less Capital Outlay (Object 6xxx, Function 3600)	-
Less Non-agency Expenditures (Goal 7110, 7150, Function 3600)	-
Estimated 60% Reimbursement	\$110,109.41
Less 2022-23 Transportation Add-On (from LCFF Calculator)	<u>\$104,557.00</u>
Eligible Reimbursement	\$5,552.41

TOTAL REVENUE (OBJECT 8590, RESOURCE 0000) \$0.00

EXPENDITURE AND OTHER FINANCING USES

2000-2999 – Classified Salaries	-
3000-3999 – Employee Benefits	-
4000-4999 - Books and Supplies	\$1,857.50
5000-5999 – Services and Other Operating Expenditures	\$181,658.18
6000-6999 – Capital Outlay	-
7000-7999 – Other Outgo	-

TOTAL EXPENDITURES \$183,525.68

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2023-24 NO. 919

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
TO RELEASE AND NONREELECT
TEMPORARY CERTIFICATED EMPLOYEES
(Education Code Section 44954)**

A. General Recitals

1. **WHEREAS**, the Board of Trustees employs temporary certificated employees pursuant to Sections 44909, 44918, and 44920 of the Education Code; and
2. **WHEREAS**, Education Code section 44916 requires a temporary certificated employee to receive notice, prior to the first day of paid service, of the temporary nature of the employment and the anticipated length of service; and
3. **WHEREAS**, each employee classified as a temporary certificated employee pursuant to Sections of 44909, 44918, and 44920 of the Education Code received notice, prior to their first day of paid service, of the temporary nature of the employment and anticipated length of their service; and
4. **WHEREAS**, Education Code section 44954 provides that the Board of Trustees shall notify temporary employees in a position requiring certification qualification of the District's decision to release the employees from such a position prior to the next succeeding school year; and
5. **WHEREAS**, through this resolution, it is the intent of the Board of Trustees to release each temporary certificated employee employed for the 2023/2024 school year effective no later than the last school day of the school year.

B. Employment of Temporary Employees as Leave Replacements Pursuant to Education Code Section 44920

1. **WHEREAS**, Education Code section 44920 permits the Board of Trustees to "employ as a teacher ... any person holding appropriate certification documents, and may classify such person as a temporary employee" "based upon the need for additional certificated employees during a particular semester or year because a certificated employee has been granted leave for a semester or year, or is experiencing long-term illness"; and

2. **WHEREAS**, the Board of Trustees employed the following certificated employees under temporary contracts pursuant to Education Code section 44920 during the 2023/2024 school year:

9900000870	9900000492	9900000864	9900000868
9900000232	9900000865	9900000683	9900000766
9900000623	9900000720	9900000361	9900000455
9900000867	9900000811	9900000872	9900000677
9900000614	9900000425	9900000785	9900000638

3. **WHEREAS**, the above-listed employees may be released pursuant to Education Code section 44918 and 44954 regardless of any expiration of a contract or a specially funded project; and
4. **WHEREAS**, the Board of Trustees of the Lowell Joint School District has determined to release the above-listed employees at the conclusion of the current 2023/2024 school year and not to re-elect the following employee for the 2024/2025 school year:

C. Employment of Temporary Employees in Categorically Funded Programs Pursuant to Education Code Section 44909

1. **WHEREAS**, Education Code section 44909 permits the Board of Trustees to “employ persons possessing an appropriate credential as certificated employees in programs and projects to perform services conducted under contract with public or private agencies, or categorically funded projects which are not required by federal or state statutes;” and
5. **WHEREAS**, Education Code section 44909 provides, “Such persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements of this code respecting the termination of probationary or permanent employees other than Section 44918”; and
6. **WHEREAS**, the Board of Trustees employed no certificated employee under a temporary contract in a categorically funded position pursuant to Education Code section 44909 during the 2023/2024 school year.
7. **WHEREAS**, Education Code section 44909 requires the “terms and conditions under which such persons are employed shall be mutually agreed upon by the employee and the Board of Trustees and such agreement shall be reduced in writing;” and
8. **WHEREAS**, the above-listed individual was employed pursuant to a mutually agreed-upon contract between the employee and the Board of Trustees and for the term of the contract or project; and
9. **WHEREAS**, the employee was hired to perform services conducted under contract with public or private agencies or categorically funded projects which are not required by federal or state statutes; and
10. **WHEREAS**, the employee’s contract specifically identified the particular contract or project under which their services were to be performed; and
11. **WHEREAS**, the term for each specifically fund project or contract has expired, or will expire by the termination date of the employee’s contract; and

12. **WHEREAS**, all categorical funds used to justify the above-listed employee classification as temporary under Education Code section 44909 will be expended and therefore will expire at the end of the 2023/2024 school year; and
13. **WHEREAS**, no categorical funding used to justify certain the above-listed employee classification as temporary under Education Code section 44909 has a duration beyond the 2023/2024 school year; and
14. **WHEREAS**, accordingly, the above-listed employee designated as temporary by the District under Education Code section 44909 may be released at the end of the 2023/2024 school year without the procedural requirements applicable to probationary and permanent employees; and

WHEREAS, the Board of Trustees has determined to release the above-listed employee, whether their lawful status is considered to be temporary or probationary, at the end of the current 2023/2024 school year, and not to re-elect for the 2024/2025 school year, consistent with the terms of Education Code sections 44909, and 44954.

NOW, THEREFORE, BE IT RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that the Board of Trustees of the Lowell Joint School District hereby directs that notice be provided to each of the above employees of his or her release effective upon the close of the 2023/2024 school year or the expiration of any applicable temporary contract (whichever occurs first), that his or her employment with the Lowell Joint School District is thereby ended accordingly, that the employee is not re-elected to employment for the next succeeding school year, and that the notification be provided on or before March 15, 2024.

APPROVED AND ADOPTED this 4th day of March, 2024, by the following vote:

AYES: Anastasia Shackelford, Anthony Zegarra, Christine Berg, Karen Shaw, Regina Woods

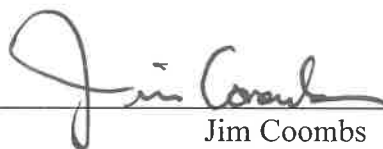
NOES: None

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 March, 2024, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of March, 2024.



Jim Coombs
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2023-24 NO. 920

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
TO RELEASE PROBATIONARY CERTIFICATED EMPLOYEES
(Education Code Section 44929.21)**

A. General Recitals

1. **WHEREAS**, Education Code section 44929.21 permits a governing board to notify an employee serving the District in a position requiring certification qualifications, on or before June 30 of the employee's first complete consecutive school year of employment, of the decision to non-reelect the employee to such a position for the next succeeding school year; and
2. **WHEREAS**, Education Code section 44929.21 requires a governing board to notify a probationary certificated employee, on or before March 15 of the employee's second complete consecutive year of employment by the District in a position requiring certification qualifications, of the decision to non-reelect the employee for the succeeding school year to such a position; and
3. **WHEREAS**, Education Code section 44908 provides that a probationary employee is deemed to have served a complete school year when he or she has served for at least 75 percent of the number of days the regular schools of the district in which he or she is employed are maintained; and
4. **WHEREAS**, the following individuals are currently employed as probationary certificated employees with the Lowell Joint School District and the Board desires to release from employment and non-reelect these employees for the 2023-2024 school year in any certificated position with the District:

9900000874

5. **NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the above-listed employees are released from employment upon the close of the 2023-2024 school year and are non-reelected for the 2024-2025 school year.
6. **BE IT THEREFORE RESOLVED AND ORDERED** that the Board of Trustees of the Lowell Joint School District hereby directs the Superintendent or designee to provide notice on or before March 15, 2024 to the above-named employees in accordance with Education Code 44929.21, which shall be served in accordance with those provisions, and with adherence to applicable legal timelines, that the Board has determined to release these

probationary employees from employment upon the close of the current school year and to non-reelect these employees for the 2024-2025 school year. The Superintendent or designee is further authorized to take other actions necessary to carry out the intent of this Resolution.

APPROVED AND ADOPTED this 4th day of March, 2024, by the following vote:

AYES: Anastasia Shackelford, Anthony Zegarra, Christine Berg, Karen Shaw, Regina Woods

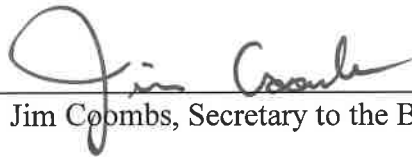
NOES: None

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 March, 2024, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of March, 2024.



Jim Coombs, Secretary to the Board of Trustees

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, March 4, 2024, 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.

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

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

School District - Bargaining Unit: Lowell Joint School District - Lowell Joint Education Association (LJEA)
Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2023 and ending: June 30, 2026
(date) (date)

The Governing Board will act upon this agreement on: March 4, 2024
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2023-24	Year 2 Increase/(Decrease) 2024-25	Year 3 Increase/(Decrease) 2025-26
1 Salary Schedule Increase (Decrease)	\$ 14,750,751.00	\$ 1,622,583 11.00%	\$ - 0.00%	\$ - 0.00%
2 Step and Column Increase (Decrease) Due to movement plus	\$ 221,261.27	\$ 3,319 1.50%	\$ 3,369 1.52%	\$ 3,419 1.55%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) Description of other compensation: Compensation for teachers teaching combo classes (\$3,000x3)	\$ -	\$ 9,000 0.00%	\$ - 0.00%	\$ - 0.00%
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 3,327,979	\$ 366,078 11.00%	\$ - 0.00%	\$ - 0.00%
5 Health/Welfare Plans	\$ 3,481,786	\$ - 0.00%	\$ - 0.00%	\$ - 0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 21,781,777.15	\$ 2,000,979	\$ 3,369	\$ 3,419
7 Total Number of Represented Employees	136.60	136.6	136.6	136.6
8 Total Compensation <u>Average</u> Cost per Employee	\$ 159,457	\$ 14,648 9.19%	\$ 25 0.02%	\$ 25 0.02%

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

Year 1 (2023-24) the negotiated percentage increase is 11.0%, beginning July 1, 2023.

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

No, but there was a \$3,000 stipend added for teachers who teach combo classes. There are three (3) teachers with combo classes (\$9,000).

11. Please include comments and explanations as necessary.

Reopeners for three (3) articles in the 2025-26 fiscal year.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

Soft Cap equal to the CalPERS Kaiser Family rate.

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

Adjustments made to grievance process, summer school days, working environment, adjunct duties, release time, job sharing, evaluation process, and leaves.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

This settlement will necessitate staff reductions in the 2024-25, 2025-26, and 2026-27 school years.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.
Either side may open up to 3 Articles in the 2025-26 fiscal year. No other contingency or trigger language.

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

The increase in settlement cost of approximately \$2 million will create deficit spending in the current and out years. The school district will spend down a portion of the Ending Fund Balance while making the necessary reductions in the out years.

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

N/A

G. Source of Funding for Proposed Agreement

1. Current Year

\$20 Million Ending Fund Balance (approximately 45% of expenditures)

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

N/A

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

This agreement will reduce the Ending Fund Balance to an appropriate level while management utilizes assumptions that reduce FTE's where necessary. In addition, Board Assignments and Commitments are being deferred.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Lowell Joint Education Association (LJEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/2023)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 35,510,683	\$ -	\$ -	\$ 35,510,683
Remaining Revenues (8100-8799)	\$ 1,070,245	\$ -	\$ -	\$ 1,070,245
TOTAL REVENUES	\$ 36,580,928	\$ -	\$ -	\$ 36,580,928
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 14,080,392	\$ 1,256,868		\$ 15,337,260
Classified Salaries (2000-2999)	\$ 3,413,750	\$ -	\$ -	\$ 3,413,750
Employee Benefits (3000-3999)	\$ 7,714,105	\$ 277,376	\$ -	\$ 7,991,481
Books and Supplies (4000-4999)	\$ 2,514,365	\$ -	\$ -	\$ 2,514,365
Services, Other Operating Expenses (5000-5999)	\$ 2,329,132	\$ -	\$ -	\$ 2,329,132
Capital Outlay (6000-6599)	\$ 201,699	\$ -	\$ -	\$ 201,699
Other Outgo (7100-7299) (7400-7499)	\$ 21,525	\$ -	\$ -	\$ 21,525
Direct Support/Indirect Cost (7300-7399)	\$ (199,455)	\$ -	\$ -	\$ (199,455)
Other Adjustments				
TOTAL EXPENDITURES	\$ 30,075,513	\$ 1,534,244	\$ -	\$ 31,609,757
OPERATING SURPLUS (DEFICIT)	\$ 6,505,415	\$ (1,534,244)	\$ -	\$ 4,971,171
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (4,544,769)	\$ -	\$ -	\$ (4,544,769)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,960,646	\$ (1,534,244)	\$ -	\$ 426,402
BEGINNING BALANCE	\$ 13,575,989			\$ 13,575,989
Prior-Year Adjustments/Restatements (9793/9795)				\$ -
CURRENT-YEAR ENDING BALANCE	\$ 15,536,635	\$ (1,534,244)	\$ -	\$ 14,002,391
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 30,000	\$ -	\$ -	\$ 30,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ 10,605,088	\$ (1,683,583)		\$ 8,921,505
Other Assignments (9780)				\$ -
Reserve for Economic Uncertainties (9789)	\$ 1,357,631	\$ 149,339		\$ 1,506,970
Unassigned/Unappropriated (9790)	\$ 3,543,916			\$ 3,543,916

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Lowell Joint Education Association (LJEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/2023)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 8,231,799	\$ -	\$ -	\$ 8,231,799
TOTAL REVENUES	\$ 8,231,799	\$ -	\$ -	\$ 8,231,799
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,792,220	\$ 378,034	\$ -	\$ 5,170,254
Classified Salaries (2000-2999)	\$ 2,887,724	\$ -	\$ -	\$ 2,887,724
Employee Benefits (3000-3999)	\$ 3,044,391	\$ 88,702	\$ -	\$ 3,133,093
Books and Supplies (4000-4999)	\$ 2,556,402	\$ -	\$ -	\$ 2,556,402
Services, Other Operating Expenses (5000-5999)	\$ 1,137,895	\$ -	\$ -	\$ 1,137,895
Capital Outlay (6000-6599)	\$ 242,681	\$ -	\$ -	\$ 242,681
Other Outgo (7100-7299) (7400-7499)	\$ 474,397	\$ -	\$ -	\$ 474,397
Direct Support/Indirect Cost (7300-7399)	\$ 43,155	\$ -	\$ -	\$ 43,155
Other Adjustments				
TOTAL EXPENDITURES	\$ 15,178,865	\$ 466,736	\$ -	\$ 15,645,601
OPERATING SURPLUS (DEFICIT)	\$ (6,947,066)	\$ (466,736)	\$ -	\$ (7,413,802)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 4,544,769	\$ -	\$ -	\$ 4,544,769
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,402,297)	\$ (466,736)	\$ -	\$ (2,869,033)
BEGINNING BALANCE	\$ 6,407,917			\$ 6,407,917
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 4,005,620	\$ (466,736)	\$ -	\$ 3,538,884
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -		\$ -
Restricted Reserves (9740)	\$ 4,005,620	\$ -	\$ -	\$ 4,005,620
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ (466,736)	\$ -	\$ (466,736)
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Lowell Joint Education Association (LJEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 10/31/2023)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Local Control Funding Formula Sources (8010-8099)	\$ 35,510,683	\$ -	\$ -	\$ 35,510,683
Remaining Revenues (8100-8799)	\$ 9,302,044	\$ -	\$ -	\$ 9,302,044
TOTAL REVENUES	\$ 44,812,727	\$ -	\$ -	\$ 44,812,727
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,872,612	\$ 1,634,902	\$ -	\$ 20,507,514
Classified Salaries (2000-2999)	\$ 6,301,474	\$ -	\$ -	\$ 6,301,474
Employee Benefits (3000-3999)	\$ 10,758,496	\$ 366,078	\$ -	\$ 11,124,574
Books and Supplies (4000-4999)	\$ 5,070,767	\$ -	\$ -	\$ 5,070,767
Services, Other Operating Expenses (5000-5999)	\$ 3,467,027	\$ -	\$ -	\$ 3,467,027
Capital Outlay (6000-6599)	\$ 444,380	\$ -	\$ -	\$ 444,380
Other Outgo (7100-7299) (7400-7499)	\$ 495,922	\$ -	\$ -	\$ 495,922
Direct Support/Indirect Cost (7300-7399)	\$ (156,300)	\$ -	\$ -	\$ (156,300)
Other Adjustments				
TOTAL EXPENDITURES	\$ 45,254,378	\$ 2,000,980	\$ -	\$ 47,255,358
OPERATING SURPLUS (DEFICIT)	\$ (441,651)	\$ (2,000,980)	\$ -	\$ (2,442,631)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (441,651)	\$ (2,000,980)	\$ -	\$ (2,442,631)
BEGINNING BALANCE	\$ 19,983,906			\$ 19,983,906
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 19,542,255	\$ (2,000,980)	\$ -	\$ 17,541,275
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 30,000	\$ -	\$ -	\$ 30,000
Restricted Reserves (9740)	\$ 4,005,620	\$ -	\$ -	\$ 4,005,620
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ 10,605,088	\$ (2,150,319)	\$ -	\$ 8,454,769
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ 1,357,631	\$ 149,339	\$ -	\$ 1,506,970
Unassigned/Unappropriated (9790)	\$ 3,543,916	\$ -	\$ -	\$ 3,543,916

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Lowell Joint Education Association (LJEA)**

	2023-24	2024-25	2025-26
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Local Control Funding Formula Sources (8010-8099)	\$ 35,510,683	\$ 35,404,177	\$ 36,019,527
Remaining Revenues (8100-8799)	\$ 9,302,044	\$ 6,776,119	\$ 6,877,610
TOTAL REVENUES	\$ 44,812,727	\$ 42,180,296	\$ 42,897,137
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 20,507,514	\$ 20,480,179	\$ 20,497,382
Classified Salaries (2000-2999)	\$ 6,301,474	\$ 6,835,053	\$ 6,958,084
Employee Benefits (3000-3999)	\$ 11,124,574	\$ 11,450,805	\$ 11,742,715
Books and Supplies (4000-4999)	\$ 5,070,767	\$ 3,781,776	\$ 3,332,393
Services, Other Operating Expenses (5000-5999)	\$ 3,467,027	\$ 3,311,461	\$ 3,183,992
Capital Outlay (6000-6999)	\$ 444,380	\$ 460,588	\$ 466,341
Other Outgo (7100-7299) (7400-7499)	\$ 495,922	\$ 495,922	\$ 495,922
Direct Support/Indirect Cost (7300-7399)	\$ (156,300)	\$ (162,159)	\$ (162,159)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 47,255,358	\$ 46,653,625	\$ 46,514,670
OPERATING SURPLUS (DEFICIT)	\$ (2,442,631)	\$ (4,473,329)	\$ (3,617,533)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)		\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,442,631)	\$ (4,473,329)	\$ (3,617,533)
BEGINNING BALANCE	\$ 19,983,906	\$ 17,541,275	\$ 13,067,946
CURRENT-YEAR ENDING BALANCE	\$ 17,541,275	\$ 13,067,946	\$ 9,450,413
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 30,000	\$ 30,000	\$ 30,000
Restricted Reserves (9740)	\$ 4,005,620	\$ 3,000,000	\$ 3,000,000
Stabilization Arrangements (9750)	\$ -		
Other Commitments (9760)	\$ 8,454,769	\$ 8,638,338	\$ 5,024,973
Other Assignments (9780)	\$ -		
Reserve for Economic Uncertainties (9789)	\$ 1,506,970	\$ 1,399,609	\$ 1,395,440
Unassigned/Unappropriated (9790)	\$ 3,543,916		

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 47,255,358	\$ 46,653,625	\$ 46,514,670
b.	State Standard Minimum Reserve Percentage for this District <u>enter</u> percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,417,661	\$ 1,399,609	\$ 1,395,440

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,506,970	\$ 1,399,609	\$ 1,395,440
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 3,543,916	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 5,050,886	\$ 1,399,609	\$ 1,395,440
h.	Reserve for Economic Uncertainties Percentage	3.19%	3.00%	3.00%

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

There is a difference of \$12,319 due to the \$9,000 stipend and the \$3,316 increase to step and column.

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

Although there are no budget adjustments necessary to meet the costs of the agreement in the 2023/24-2025/26 school years due to the fund balance, the District will make reductions over the course of that time to bring the ongoing structural deficit under control. The District will spend down the fund balance to an appropriate level during the term of this 3 year agreement.

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

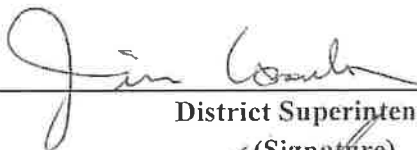
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Lowell Joint School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Lowell Joint Education Association Bargaining Unit, during the term of the agreement from July 1, 2023 to June 30, 2026.

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

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>2,000,979.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(2,000,979.00)</u>

N/A (No budget revisions necessary)



 District Superintendent
 (Signature)

 2/22/2024
 Date



 Chief Business Officer
 (Signature)

 2/22/2024
 Date

L. CERTIFICATION NO. 2

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

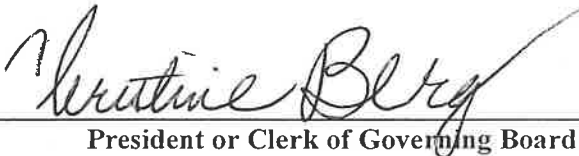
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with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



District Superintendent (or Designee)
(Signature)

March 4, 2024

Date



President or Clerk of Governing Board
(Signature)

March 4, 2024

Date

David Bennett

Contact Person

562-902-4202

Phone

AGREEMENT FCI-SD5-15

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

LOWELL JOINT SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of July, 2024 (“Date of Agreement”) is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“**COMMISSION**”), and **LOWELL JOINT SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California (“**CONTRACTOR**”). This Agreement shall be administered by the President/CEO of **COMMISSION** or his or her authorized designee (“**ADMINISTRATOR**”).

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including **COMMISSION**.

B. **COMMISSION** adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised (“Strategic Plan”).

C. **CONTRACTOR** is a public school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five (5).

D. On December 6, 2023, **COMMISSION** took action and awarded an amount not to exceed \$169,609 to **CONTRACTOR** for three years of the Kindergarten Readiness Initiative (KRI) for the period July 1, 2024 through June 30, 2027.

E. **COMMISSION** desires to contract with **CONTRACTOR** to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

F. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

G. CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2027, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 of this Agreement.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement, and do not increase COMMISSION’s Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and/or the “Funds Due” period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this

Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers, Commissioners, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of,

pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificates shall verify that on behalf of Lowell Joint School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to

ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned, and hired vehicles/watercraft.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR , or any Subcontractor, with recipients of services under this agreement, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.2 Pooled or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate of Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and

participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Lowell Joint School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements.

(a) Required Coverage Forms

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) Required Endorsements. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and

coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.4 Change in Coverage. COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payments which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure

that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR to Maintain Complete Personnel Records. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it

has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations, applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding, or counterclaim brought by any party against the other or against its officers, Commissioners directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these

reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.20.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.20.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.20.3 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.21 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioners, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol attached hereto and incorporated by this reference as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime and subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects or as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to

the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange, and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR's books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be One Hundred Sixty-Nine Thousand Six Hundred Nine Dollars (\$169,609) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2024 through June 30, 2025 shall be \$54,860.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2025 through June 30, 2026 shall be \$54,860.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2026 through June 30, 2027 shall be \$54,860.

15.1.4 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2024 through June 30, 2025 shall be \$5,029.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% per year of COMMISSION's

Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only

be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to, certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.12.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related to or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or
- (d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this

Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by

COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION, the County of Orange, the State of California, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. NOTICES

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: **Children and Families Commission of Orange County**
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24)

hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION

CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY,
a public body and legal public entity

Dated: _____

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
Robin Stieler
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, & SMART APC

By: _____
Cassie Trapesonian, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

LOWELL JOINT SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: _____

By: _____
Sheri McDonald,
Assistant Superintendent

EXHIBIT A

PROJECT SUMMARY

LOWELL JOINT SCHOOL DISTRICT
Agreement # FCI-SD5-15
Kindergarten Readiness Initiative (KRI)
Term: July 1, 2024 through June 30, 2027

1. FUNDING RECIPIENT

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

Contact: Sheri McDonald, Ed.D, Assistant Superintendent,
562-902-4278, smcdonald@ljsd.org

Work Plan and Data Entry Contact: Holly Brander, Teacher on Special Assignment,
562-902-4294, hbrander@ljsd.org

Invoices/Documentation Contact: Fred Hernandez, Fiscal Clerk, 562-902-4209,
fredhernandez@ljsd.org

Signatories: Sheri McDonald, Assistant Superintendent, 562-902-4278,
smcdonald@ljsd.org

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school. Based on the First 5 Orange County Strategic Plan, the new scope of work for the Kindergarten Readiness Initiative focuses on the following strategies for early learning success: leadership support for early childhood within the school district system inclusive of a formal early childhood leadership team, participation in the collection of and use of data to support children and families specifically focusing on the Early Developmental Index (EDI) and the OC Children's Screening Registry, and community and parent engagement.

3. PURPOSE AND SCOPE OF WORK

3.1 Goal #1: Leadership Support for Early Childhood within the School District System

3.1.1 (Goal 1, Indicator 1) Maintain an active Early Childhood Leadership Team (ECLT) that meets regularly to update and implement the Early Childhood Accountability Plan (ECAP).

3.1.2 (Goal 1, Indicator 2) Include an early childhood presence on the District website, social media and communications materials. Engage in one-time activities such as the annual Read for the Record, periodic surveys, focus group invitations, or requests for information such as population data to be collected from school districts.

3.2 Goal #2: Participate in the Collection of and Use of Data to Support Children and Families

3.2.1 (Goal 2, Indicator 1) Implementation of the EDI: 1) EDI implementation (data Collection), 2) Leadership engagement, and 3) District Wide dissemination and action planning.

3.2.2 (Goal 2, Indicator 2) Develop and implement a plan to link developmental screenings with the *OC Children's Screening Registry* by June 30, 2027.

3.3 Goal #3: Community and Parent Engagement

3.3.1 (Goal 3, Indicator 1) Identify and engage parents in an effort to empower families.

3.3.2 (Goal 3, Indicator 2) Increase community engagement by partnering with agencies and childcare providers outside the school district programs being offered who support children 0-5 and their families, with emphasis on 0-3 connections.

3.4 Scope of Work

CONTRACTOR shall perform the Services outlined in the Scope of Work, Exhibit A-1. All references in Exhibit A and Exhibit A-1 to First 5 Orange County or First 5 OC shall mean COMMISSION.

School districts will reach their most vulnerable children ages 0-5 by continuing the focus on early learning leadership within the school district system, collection and use of data (Early Development Index and other) to make impact in the community, and strengthening community and parent engagement, including local agencies and child care providers with a particular emphasis on 0-3 connections.

4. ATTACHMENTS TO EXHIBIT B

- 4.1 Staffing
- 4.2 Direct Project Expenses

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1

First 5 Orange County

Scope of Work (SOW): 2024-2027 Reporting Requirements and Timelines

(Note: Each Quarter program information reporting and invoice submission will be the accountability mechanism that generates the invoice payment process)

Quarter Due:	Reporting Item:	Due Date:	Additional Information:
Q1	Early Childhood Accountability Plan (ECAP) and Program Guidance Tool (PGT)	October 15	<ul style="list-style-type: none"> Create a year-long plan related to SOW indicators using the ECAP template, status from the Program Guidance Tool (PGT), monthly check-in meetings with District Early Learning Staff and F5 OC Consultants and monitor progress to reflect and revise actions toward goals. The complete ECAP and PGT documents will be uploaded as PDF copies into the High 5 system. High 5 input will include selection of status for each indicator from the PGT rubric.
Q2	Systems Change Questionnaire (SCQ)	January 15	<ul style="list-style-type: none"> Complete the point-in-time SCQ Self Assessment scale on the identified indicators in the High 5 system.
Q3	Early Childhood Accountability Plan (ECAP) and Program Guidance Tool (PGT)	April 15	<ul style="list-style-type: none"> Update progress related to SOW indicators using the ECAP template, status from the Program Guidance Tool (PGT), monthly check-in meetings with District Early Learning Staff and F5 OC Consultants and monitor progress to reflect and revise actions toward goals. The complete ECAP and PGT documents will be uploaded as PDF copies into the High 5 system. High 5 input will include selection of status for each indicator from the PGT rubric.
Q4	Early Childhood Accountability Plan (ECAP) Annual Summary	July 15	<ul style="list-style-type: none"> Provide a narrative response in an executive summary format for program reflection on planned activities and outcomes. The complete ECAP Annual Summary document will be uploaded as a PDF copy into the High 5 system.
Q4	State Annual Report (SAR)	July 15	<ul style="list-style-type: none"> Prepare a report to include unduplicated counts of persons who participated in activities or received services directly from program staff or volunteers and submit in High 5. Provide First 5 OC with data needed for First 5 California. May be completed as soon as program ends - May or June but not later than July 15 each year

<u>Reporting Item Due Dates:</u>	July	Aug	Sept	Oct 15	Nov	Dec	Jan 15	Feb	Mar	April 15	May	June	July 15
ECAP and PGT				Q1									
Systems Change Questionnaire (SCQ)							Q2						
ECAP and PGT										Q3			
ECAP Annual Summary Report													Q4
State Annual Report (SAR)													Q4

EXHIBIT A-1

First 5 OC - Early Childhood Accountability Plan (ECAP) Report for Orange County School Districts 2024-2027

Date:	
Agency Name:	
Person Submitting Form/Title:	

Directions: This ECAP template is to be used throughout the school year to document both the Q1 Planning process (due October 15), and the Q3 Progress reporting (due April 15) for your school district. At each interval, school district staff need to complete the Action Planning Process for each Goal area Indicator as listed and aligned with the Scope of Work. This document should be maintained and updated throughout the school year as your ongoing documentation of planning and progress.

School districts receiving Equity Commitment Funding for Highest Priority (Tier I) and High Priority (Tier II) Neighborhoods will be required to complete the ECAP Addendum located at the end of this ECAP Report form.

Please note that this ECAP template in its entirety will NOT be required to be entered into the High 5 system but this populated template will need to be attached as a PDF into High 5 in an identified section. Select information, including self-assessment status from the Program Guidance Tool will be entered into High 5 for both the Q1 and Q3 Scope of Work deliverables.

Goal #1: Leadership Support for Early Childhood within the School District System

Indicator <i>List #</i>	Action Steps <i>How is this activity relevant to the indicator?</i>	Responsible Person(s) <i>Who will provide oversight?</i>	Timeline <i>What is the estimated completion date?</i>				Evidence of Progress <i>(See PGT Comments/Evidence)</i>
			Q1	Q2	Q3	Q4	
Indicator #1: Maintain an active Early Childhood Leadership Team (ECLT) that meets regularly to update and implement the Early Childhood Accountability Plan (ECAP).							
Indicator #2: Include an early childhood presence on the District website, social media and communications materials.							

EXHIBIT A-1

First 5 OC - Early Childhood Accountability Plan (ECAP) Report for Orange County School Districts 2024-2027

Goal #2: Participate in the Collection of and Use of Data to Support Children and Families

Indicator <i>List #</i>	Action Steps <i>How is this activity relevant to the indicator?</i>	Responsible Person(s) <i>Who will provide oversight?</i>	Timeline <i>What is the estimated completion date?</i> Q1 Q2 Q3 Q4				Evidence of Progress <i>(See PGT Comments/Evidence)</i>
6- Indicator #1: Implementation of the EDI: 1) EDI implementation (data collection) 2) Leadership engagement 3) District Wide dissemination and action planning							
6- Indicator #2: Develop and implement a plan to link developmental screenings with the OC Children's Screening Registry by June 30, 2027.							

EXHIBIT A-1

First 5 OC - Early Childhood Accountability Plan (ECAP) Report for Orange County School Districts 2024-2027

Goal #3: Community and Parent Engagement

Indicator List #	Action Steps <i>How is this activity relevant to the indicator?</i>	Responsible Person(s) <i>Who will provide oversight?</i>	Timeline <i>What is the estimated completion date?</i> Q1 Q2 Q3 Q4				Evidence of Progress (See PGT Comments/Evidence)
G3 - Indicator #1: Identify and engage parents in an effort to empower families.							
G3 - Indicator #2: Increase community engagement by partnering with agencies and child care providers outside the school district programs being offered who support children 0-5 and their families, with emphasis on 0-3 connections.							

EXHIBIT A-1

First 5 OC - Early Childhood Accountability Plan (ECAP) Report for Orange County School Districts 2024-2027

ECAP Addendum - Equity Commitment for Highest (Tier I) and High (Tier II) Priority Census-Tracts

Program Year	Tier I/II Highest/High Priority Budget Amount <i>Provide details regarding proposed expenses for targeted Census Tracts.</i>	Action Plan <i>What will take place to support the identified Tier I (Highest) and Tier II (High) Priority Census Tracts within your school district boundary?</i>	Actions Accomplished <i>What has been accomplished related to your plan of action to support Tier I (Highest) and Tier II (High) Priority Census Tracts within your school district boundary?</i>
2024/25			
2025/26			
2026/27			

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

Instructions: The PGT has been developed to assess ECAP progress through identification of current status and planning to improve upon current actions toward accomplishing advancement toward the system goals. While growth is expected to be made overtime, measurements of progress are specific to the school district program, needs, and resources available.

Please highlight the status on the Goal Indicator and notate progress made or challenges encountered in the District Notes section:

Yellow denotes Fall 2024 Assessment (October) Orange denotes Fall 2025 Assessment (October) Brown denotes Fall 2026 Assessment (October)
 Green denotes Spring 2025 Assessment (April) Blue denotes Spring 2026 Assessment (April) Purple denotes Spring 2027 Assessment (April)

Goal #1: Leadership Support for Early Childhood within the School District System				
Build community leadership knowledge and action related to early childhood by developing an internal and external leadership voice. One of the markers of a well-functioning early childhood system is that leaders throughout the community understand the importance of early childhood and are engaged in efforts to make the community more supportive of young children and their families. This support can translate directly into improved outcomes. Thus, cultivating this support is a key strategy for First 5 Orange County that builds on our foundational positions to strategically leverage community strengths and resources to the benefit of young children and their families.				
Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
Goal 1 - Leadership Support - Indicator #1: Maintain an active Early Childhood Leadership Team (ECLT) that meets regularly to update and implement the Early Childhood Accountability Plan (ECAP).	<p>The ECLT Team has been developed.</p> <p>Few formal ECLT meetings with limited intentionality to integrate ECE services into school district systems have taken place.</p> <p>ECLT minimally utilizes the PGT to influence the development and implementation of the ECAP.</p> <p>Minimal discussion and monitoring of roles and responsibilities for ECLT and early learning staff as applicable to 0-5 services across school district systems.</p>	<p>The ECLT Team has been developed and is representative of all school district departments.</p> <p>Regular formal ECLT meetings with intentionality to integrate ECE services into school districts systems have taken place.</p> <p>ECLT regularly utilizes the PGT to influence the development and implementation of the ECAP.</p> <p>Moderate discussion and monitoring of roles and responsibilities for ECLT and early learning staff as applicable to 0-5 services across school district systems.</p>	<p>The ECLT Team has been developed, is representative of all school district departments, and includes community partners and parents.</p> <p>Frequent formal ECLT Team meetings with focused intentionality to integrate ECE services into school districts systems have taken place.</p> <p>ECLT frequently utilizes the PGT to influence the development and implementation of the ECAP.</p> <p>Pertinent discussion and monitoring of roles and responsibilities for ECLT and early learning staff as applicable to 0-5 services across school district systems.</p>	<ul style="list-style-type: none"> Formal list of ECLT team members (names and roles) Formal meetings and actions have taken place - agendas, artifacts, outcomes ECAP intentionally developed and monitored Team members roles and responsibilities determined and actions implemented
SYSTEMS CHANGE: ECE department is integrated into school district systems including school district administrative staff, school site personnel, and support departments are included in discussions and integral to decision making which has a qualitative impact on ECE services.				

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
<p>Goal 1 - Leadership Support - Indicator #2: Include an early childhood presence on the District website, social media and communications materials.</p>	<p>Early childhood presence is limited on the District website, social media and communications materials</p> <p>Early childhood presence is minimally integrated into organizational systems</p>	<p>Early childhood presence is evident on the District website, social media and communications materials</p> <p>Early childhood presence is well integrated into organizational systems</p> <p>Materials on all platforms are updated periodically in accordance with other district updates.</p>	<p>Early childhood presence is strongly evident on the District website, social media and communications materials</p> <p>Early childhood presence is very strongly integrated into organizational systems</p> <p>Materials on all platforms are updated regularly in accordance with other district updates.</p> <p>ECLT is aware of the importance of early childhood presence and supports incorporation of materials and information to be shared within the school district system and community.</p>	<ul style="list-style-type: none"> • ECE dedicated webpage • LCAP is linked if inclusive of early learning • ECAP is available • EDI information and data is evident • First 5 OC logo is present. • Variety of communication resources are utilized to support family and community access to information
<p>SYSTEMS CHANGE: ECE materials are jointly developed, incorporated into school district materials, updated regularly and communicated through all district media platforms and shared within the community.</p>				

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

<p>Goal #2 Participate in the Collection of and Use of Data to Support Children and Families</p> <p>Use data to increase awareness and engage neighborhoods in improving outcomes for their young children. An early childhood system can make an important contribution to ensuring that all young children and their families have what they need to be successful, recognizing that not everyone starts in the same place, has the same experiences, or has the same needs. A system can also improve services and outcomes when they engage parents in the early childhood system of care and better understand the needs and assets of the individuals they serve. This strategy uses data, such as the EDI and other information, to give communities information on how their young children are faring and couples it with cultivating community leaders and empowering them to act on behalf of their young children. Additionally, the OC Children's Screening Registry serves as a resource to house screening data and share it among registered providers (with authorized parent consent) to better connect children and their families to quality referral services and resources.</p>				
Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
<p>Goal 2 - Data Collection and Use - Indicator #1:</p> <p>Implement the EDI:</p> <ol style="list-style-type: none"> 1) EDI implementation (data collection) 2) Leadership engagement 3) District Wide dissemination and action planning 	<p>EDI data and related ECAP and early childhood program information presented to an appropriate district leadership group have been developed but not presented to cabinet, board, and/or leadership team.</p> <p>EDI data and related ECAP and early childhood program information presented to appropriate school level teaching and administrative staff.</p>	<p>EDI data and related ECAP and early childhood program information presented to an appropriate district leadership group have been developed and presented to cabinet, board, and/or leadership team.</p> <p>EDI data and related ECAP and early childhood program information presented to appropriate school level teaching and administrative staff with the intention of school site teams using the data to create EDI related action.</p>	<p>EDI data and related ECAP and early childhood program information is clearly understood and utilized within the school district system by cabinet, board, and/or leadership team.</p> <p>EDI data and related ECAP and early childhood program information is understood by appropriate school level teaching and administrative staff with the intention of school site teams using the data to inform the development of specific action plans, interventions, and supports for children and families.</p>	<ul style="list-style-type: none"> • Cabinet, board, leadership team and/or other applicable teams presentation materials • School level teaching and administrative staff presentation materials. • Action plans and intervention activities to support children and families
<p>SYSTEMS CHANGE: Key stakeholder groups (internal within the school district and external within the broad community area) are actively engaged, demonstrate knowledge and utilization of the EDI data. Mechanisms are in place to exchange information, work collaboratively together and duplicative efforts are identified, discussed, and/or eliminated where possible.</p>				

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
Goal 2 - Data Collection and Use - Indicator #2: Develop and implement a plan to link developmental screenings with the OC Children's Screening Registry by June 30, 2027.	ECLT et al has held discussions to explore online databases to link developmental screenings with the <i>OC Children's Screening Registry</i> have begun.	ECLT et al has held discussions to utilize online databases to link developmental screenings with the <i>OC Children's Screening Registry</i> and have developed a plan of action.	School district has an approved MOU and is implementing and utilizing online databases to link developmental screenings with the <i>OC Children's Screening Registry</i> .	<ul style="list-style-type: none"> • Meeting dates to learn about Registry. • MOU timeline/process/outcomes • Data summary within the Registry system.
SYSTEMS CHANGE: School district is linked to the <i>OC Children's Screening Registry</i> and developmental screening data is utilized on a regular basis.				

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

Goal #3: Community and Parent Engagement Use of resources such as the Early Development Index (EDI), the Family Engagement Toolkit, and other resources to increase awareness and engage neighborhoods in improving outcomes for their young children. An early childhood system can make an important contribution to ensuring that all young children and their families have what they need to be successful, recognizing that not everyone starts in the same place, has the same experiences, or has the same needs. A community system can also improve services and outcomes when they engage parents in the early childhood system of care and better understand the needs and assets of the individuals they serve. This strategy uses data and relationships as a powerful tool to give communities information on how their young children are faring and couples it with cultivating community leaders and empowering them to act on behalf of their young children.				
Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
Goal 3 - Community and Parent Engagement - Indicator #1: Identify and engage parents in an effort to empower families.	Parents are convened and presented with data (EDI and other), and provided with resources available within their community. Strengthen parent leadership by building trust with and establishing parent groups in communities.	Parents are convened and presented with data (EDI and other), and provided with resources available within their community. Evidence is present that parents are supporting the use of data to guide the program in decision making, ie. resources being offered, curriculum for instruction in the classrooms, or neighborhoods to target. Funding and budget allocations are shared with parents in an effort to offer program planning transparency.	Parents partner with program staff to share data (EDI and other) and provide resources available within their community. Evidence is present that parent leaders are supporting the collection of and use of data that will guide the program in decision making, ie. resources being offered, curriculum for instruction in the classrooms, or neighborhoods to target. Create opportunities for parents to be meaningfully involved in the discussions and recommendations about funding, program development, implementation, data collection, evaluation, and programming.	<ul style="list-style-type: none"> • Parent and community groups have been identified, contact lists created, meeting agendas, sign in sheets • Early childhood education training workshops and materials • Collaboration with F5 OC Family Ambassadors, Engaged Neighborhoods groups, local Collaboratives and Task Forces emphasizing early childhood • Surveys, data (such as DRDP, ASQ, EDI and other) and/or agenda topics that include discussions with parents and community providers to seek information and input needed for their success, and the impact the survey data has on the program • Program self assessment, parent needs assessment tools • Consider modeling the parent engagement and input process used in the development of LCAP (Local Control Accountability Plan) within the Early Learning Program
SYSTEMS CHANGE: District leaders champion the inclusion of family voices in the policies and practices, especially those families experiencing adversity or disparities in care.				

EXHIBIT A-1
First 5 OC - Early Learning Program Guidance Tool (PGT)
For Orange County School Districts 2024-2027

Indicator	Still Getting Started	Making Strong Progress	Significantly Well on our Way	Suggested Evidence/District Notes
<p>Goal 3 - Community and Parent Engagement - Indicator #2: Increase community engagement by partnering with agencies and child care providers outside the school district programs being offered who support children 0-5 and their families, with emphasis on 0-3 connections.</p>	<p>Targeted community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings) are identified and engaged through one-way communication of appropriate outreach information, materials, and resources.</p> <p>Early Learning department shares information about child care options to families prior to enrollment in PK/TK</p>	<p>Targeted community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings) are identified and engaged in two-way communication which honors the assets of both groups (district and early care and education providers), offers convened meetings and activities with providers to connect and discuss pertinent and applicable data, early childhood information, and resources to support children and families.</p> <p>Programs share information about child care options as well as information on parent choice in options for PK/TK</p>	<p>Community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings) actively and regularly engage with school district early learning programs on a variety of topics, and work intentionally using data to collaboratively support children and families in the community</p> <p>Program collaborates with local providers as a part of the early learning system</p>	<ul style="list-style-type: none"> • Community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings) contact information lists • Early childhood education quality improvement programs and training materials, sign in sheets, etc. • Surveys and/or agenda topics that include discussions with providers to seek information needed for their success. • Participating in a variety of meetings and activities with providers in various settings.
<p>SYSTEMS CHANGE: Community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings with greater emphasis on those serving 0-3) are actively engaged and knowledgeable of data-informed (EDI and other) approaches and strategies. Community groups are aware of their own assets that can be utilized to support and strengthen interactions with school districts, children and families as well as other community providers. Mechanisms are in place to exchange information, work collaboratively together and duplicative efforts are identified and discussed, and/or eliminated where possible.</p>				

EXHIBIT A-1
Systems Change Questionnaire (Program)

Introduction:

First 5 Orange County seeks to facilitate discussion with funded partners about how we can collectively create seamless systems of care for young children and families. Rather than providing direct services, systems change efforts strive to shift the conditions that are holding stubborn problems in place.

We believe four of the most effective strategies to drive systems change include: getting involved early, elevating equity, empowering champions, and aligning systems of care, and that making progress in these areas will greatly benefit Orange County's children and families.

Measuring progress on this work is more qualitative than quantitative. Systems work does not have the same type of measurement as traditional program analysis, which quantifies outputs or outcomes like the number of children served, or the number of children who are 100% immunized by the end of the program we are funding. We are asking our partners to complete the short Systems Change Questionnaire, attached, to better understand how our joint work is positively helping to shift systems of care, and to create actions to move toward more seamless systems. For those that have participated in a systems change questionnaire discussion in the past, you will notice there is one additional open-ended question at the end to share a system improvement or collaborative success story.

If you have any questions about this questionnaire, please feel free to reach out to your program lead or to Lisa Burke, First 5 Orange County, at (714) 277-5878 or lisa.burke@cfcoc.ocgov.com. We will share the results of the questionnaires back with you and provide TA support as desired. Thank you for your continued support.

EXHIBIT A-1
Systems Change Questionnaire (Program)

Organization Name: _____ Program Name: _____

F50C Contract #: _____ Date Questionnaire Completed: _____

Contact Person: _____ Contact Email: _____

Please review the aspirational statements below and indicate to what extent your organization has reached each of these levels. Use the Comments column to provide details that support progress made on each statement.

Desired System Change	Not Started	Just Getting Started	Making Progress	Well on our Way	Comments
Getting Involved Early					
1. Our organization has made a commitment to early childhood:					
(a) 1a. Our organization is an active participant within a taskforce, initiative or collaborative focused on early childhood	<input type="checkbox"/> Our organization is not yet part of an early childhood group	<input type="checkbox"/> Our organization has identified a group and are in process of becoming members or are in process of creating a group	<input type="checkbox"/> Our organization attends meetings with a group regularly	<input type="checkbox"/> Our organization is engaged in active and strategic work within an early childhood group (e.g., our organization shares data or work towards shared measures, or contributes to the work product within a strategic initiative of the group)	
(b) 1b. Our organization has adopted guidelines that prioritize positive early childhood outcomes, which are used during development of organizational goals, policies, programming, and communications. An example of such guidelines is the Early Childhood Policy Framework (https://earlychildhoodoc.org/)	<input type="checkbox"/> Our organization has not yet adopted guidelines that prioritize early childhood	<input type="checkbox"/> Our organization has identified potential guidelines that prioritize early childhood	<input type="checkbox"/> Our organization has adopted guidelines that prioritize early childhood	<input type="checkbox"/> Our organization is actively applying guidelines that prioritize early childhood	

EXHIBIT A-1
Systems Change Questionnaire (Program)

Desired System Change	Not Started	Just Getting Started	Making Progress	Well on our Way	Comments
Getting Involved Early (cont.)					
(c) 1c. Our organization makes financial investments in early childhood beyond First 5 OC funding	<input type="checkbox"/> Our organization does not yet make financial investments in early childhood	<input type="checkbox"/> Our organization has started meeting to identify potential investment strategies to sustain or enhance early childhood quality services	<input type="checkbox"/> Our organization has implemented an investment strategy to sustain or enhance early childhood quality services	<input type="checkbox"/> Our organization is implementing more than one investment strategy to sustain or enhance early childhood quality services	
(d) 1d. Our organization initiates innovative and best practices to address emergent needs and gaps in the county's early childhood system of care	<input type="checkbox"/> Our organization maintains standard service practices to address a local need, but is not currently growing or advancing those practices	<input type="checkbox"/> Our organization stays current on national trends, promising practices, and emerging local needs by engaging with early childhood research data, professional organizations, and stakeholders	<input type="checkbox"/> Our organization is pioneering at least one innovative or best practice to address an unmet need	<input type="checkbox"/> Our organization regularly implements and tests program quality improvements and/or new service models and tools to address unmet needs and produce better early childhood outcomes	

EXHIBIT A-1
Systems Change Questionnaire (Program)

Desired System Change	Not Started	Just Getting Started	Making Progress	Well on our Way	Comments
Elevating Equity by Engaging Families					
2. Our organization seeks, incorporates and is responsive to voices of community residents who have children ages 5 and younger	<input type="checkbox"/> Our organization does not yet solicit feedback from residents	<input type="checkbox"/> Our organization seeks feedback from residents on their needs	<input type="checkbox"/> Our organization has begun incorporating feedback from residents into work	<input type="checkbox"/> Our organization is a partner with our residents	
3. Our organization provides families and residents (with children ages 5 and younger) with resources and/or support for becoming advocates and agents of change in their community	<input type="checkbox"/> Our organization does not yet support families in advocating for their community	<input type="checkbox"/> Our organization works with families to help them understand their communities' early childhood health, developmental and early learning systems	<input type="checkbox"/> Our organization supports families in identifying and prioritizing community needs related to early childhood	<input type="checkbox"/> Our organization has developed formal protocols to help families advocate for identified community needs related to early childhood	

Can you share one system improvement or a success that occurred because of this collaboration?

EXHIBIT A-1
First 5 OC: Kindergarten Readiness Initiative (KRI) 2024-2027
Early Childhood Accountability Plan (ECAP) Annual Summary Report

Early Childhood Accountability Plan (ECAP) INSTRUCTIONS: Access this form in the F5 OC Early Learning 2024-2027 folder and make a copy for your use. When complete save as a PDF copy. And upload the PDF copy to High 5)

- Districts are expected to update progress on their First 5 OC ECAP Goals with this Annual Summary Report due no later than July 15 reflecting on the previous school year.
- Regular First 5 OC reporting submissions (ECAP, PGT, ECAP Annual Summary and SAR) will generate the release of requested quarterly expenditures via the invoice process.

Early Childhood Leadership Team (ECLT) Membership Roster

Name:	District Role/Job Title:
	Assistant Superintendent, Educational Services
	Early Childhood Lead Representative/Coordinator
	Chief Business Official
	Assistant Superintendent, Human Resources
	Health Services
	Director of Student Services (Special Education)
	Add additional representatives below

EXHIBIT A-1
First 5 OC: Kindergarten Readiness Initiative (KRI) 2024-2027
Early Childhood Accountability Plan (ECAP) Annual Summary Report

<p>AS1: Considering your program accomplishments and challenges over this school year, describe the status of early childhood and early learning in the District.</p>	
<p>AS2: Describe how your EDI and other pertinent data has been analyzed and utilized as an integrated part of District planning for early learners and been shared within the local learning and broader groups of parents and community.</p>	
<p>AS3: Describe how early childhood and early learning are referenced in your District Local Control Accountability Plan (LCAP) or how you have received other school district support (fiscal, personnel, other) this school year.</p>	

EXHIBIT A-1
First 5 OC: Kindergarten Readiness Initiative (KRI) 2024-2027
Early Childhood Accountability Plan (ECAP) Annual Summary Report

<p>AS4: Describe the strategies used to identify and engage targeted community partners and local child care providers (with emphasis on 0-3 providers) to create linkages between early care and education, health and family support systems.</p>	
<p>AS5: Describe how the district has made progress toward the planning for and/or implementation of the OC Children's Screening Registry.</p>	
<p>AS6: <u>FOR SCHOOL DISTRICTS RECEIVING FUNDING FOR HIGHEST AND HIGH PRIORITY CENSUS TRACTS</u> Describe the outcomes of your efforts to address the needs of children and families in your identified Highest and High Priority Census Tracts.</p>	

EXHIBIT A-1
First 5 OC: Kindergarten Readiness Initiative (KRI) 2024-2027
Early Childhood Accountability Plan (ECAP) Annual Summary Report

<p>AS7: <u>OPTIONAL</u> Provide any additional attachments, or a link to, district documents, org charts, and/or samples of evidence aligned to the school district ECAP and SOW requirements.</p>	
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EXHIBIT B
PROJECT BUDGET

Lowell Joint School District	Funds Due 07/01/24 – 06/30/25	Funds Due 07/01/25 – 06/30/26	Funds Due 07/01/26 – 06/30/27
Staffing	\$49,010	\$49,010	\$49,010
Direct Project Expenses	\$2,745	\$2,745	\$2,745
Capital Equipment	\$0	\$0	\$0
Indirect/Administrative	\$3,105	\$3,105	\$3,105
Subcontracts	\$0	\$0	\$0
TOTAL FUNDS DUE	\$54,860	\$54,860	\$54,860

* Any unspent funds must be spent in the subsequent year.

Early Developmental Index	Funds Due 7/1/24 - 6/30/25
EDI Expenses*	\$5,029

* EDI budget may be expended at any time over the one (1) year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

MAXIMUM PAYMENT OBLIGATION: \$169,609

Attachment 1 to Exhibit B

STAFFING TABLE

Position Title	Minimum Qualifications & Experience	Job Duties	07/01/24 - 06/30/25		07/01/25 - 06/30/26		07/01/26 - 06/30/27	
			Year 1 FTE	Year 1 Salary/Benefits	Year 2 FTE	Year 2 Salary/Benefits	Year 3 FTE	Year 3 Salary/Benefits
Instructional Assistant – Early Childhood Program	Instructional Aide (District assessment) Graduation from high school or its equivalent. At least one year working with children in an instructional capacity. First Aid and CPR certificates. Valid Child Development Assistant Permit issued by the Commission on Teacher Credentialing preferred and/or Early Childhood Education coursework.	Coordinates activities for the Learning Link, which includes support for families and facilitation of the activities with families for 18 hours a week. Under supervision, assists parents and children in early childhood activities related to the development of physical, cognitive, emotional, and social skills of children that are newborn to five years old.	1.00	\$17,730	1.00	\$18,650	1.00	\$19,550
Early Education TOSA	Teacher on special assignment coordinating the deliverables from the First 5 OC Scope of Work: • Bachelor’s degree required with a major in Child Development or Early Childhood Education or a related field • Three (3) years of early childhood teaching experience • Experience in a leadership	Responsible for the deliverables in the First 5 OC Scope of Work including the coordination of EDI assessments, support for the Learning Link and Early Learning Leadership Committee, organization of parent nights and community partnerships. Facilitate the alignment of the California Preschool Learning Foundations to early learning standards, support teachers to implement developmentally appropriate	0.25	\$31,280	0.25	\$30,360	0.25	\$29,460

Attachment 1 to Exhibit B

	<p>role in early childhood education preferred • Valid California Driver's License</p>	<p>curriculum, identify child development issues for project planning and program improvements, assist in the development of strategies to help children enter school ready to learn, collaborate with preschool and TK-2 staff to create fluid transition from preschool to kindergarten. Plan and facilitate training and provide technical support to all early childhood education staff: provide outreach support or referrals to families as needed: develop and maintain community resources and contacts to address needs: identify family outreach opportunities and make referrals to appropriate agencies as needed. Attend meetings for Early Childhood: maintain documentation and compliance with program requirements. Assist parent education and involvement program: attend professional development workshops to align practice with the District vision: establish professional goals and pursue opportunities to grow professionally, work with colleagues to improve professional practice.</p>									
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Summary Table of Staffing Costs

Attachment 1 to Exhibit B

07/01/24 - 06/30/25		07/01/25 - 06/30/26		07/01/26 - 06/30/27		
Totals	1.25	\$49,010	1.25	\$49,010	1.25	\$49,010

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

		07/01/24 - 06/30/25	07/01/25 - 06/30/26	07/01/26 - 06/30/27
Expense Type	1-2 sentence narrative description of expenses	Amount	Amount	Amount
ReadyforK	Communication platform for parents that provides tips and information for child development activities to build school readiness	\$1,745	\$1,745	\$1,745
Supplies for Learning Link	Supplies for Learning Link	\$1,000	\$1,000	\$1,000
Totals		\$2,745	\$2,745	\$2,745

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** (“Acknowledgment”) is an exhibit and fully incorporated into that certain Agreement for provision of Services (“Agreement”) dated July 1, 2024 by and between **Children and Families Commission of Orange County** (“COMMISSION”) and **Lowell Joint School District**, a California public school district organized and existing under the laws of the State of California (“CONTRACTOR”). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, “CONTRACTOR”), is not an employee of COMMISSION.

2. CONTRACTOR is an independent contractor to COMMISSION.

3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.

4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION’s payroll as regular employees.

5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION’s regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.

6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.

7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, “COMMISSION”) from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR’s acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.

8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

Attachment 2 to Exhibit B

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

LOWELL JOINT SCHOOL DISTRICT, a California public school district organized and existing under the laws of the State of California

By: _____
Sheri McDonald,
Assistant Superintendent

Date: _____

**LOWELL JOINT SCHOOL DISTRICT
RESOLUTION 2023-24 NO. 921**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
LOWELL JOINT SCHOOL DISTRICT OF
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,
DECLARING NATIONAL SCHOOL BREAKFAST WEEK MARCH 4-8, 2024**

WHEREAS, the School Breakfast Program has served our nation admirably for over 70 years; and

WHEREAS, the School Breakfast Program is dedicated to the health and wellbeing of our nation's children; and

WHEREAS, the School Breakfast Program joins and has been joined through the years by many other excellent child nutrition programs; and

WHEREAS, there is evidence of continued need for nutrition education and awareness of the value of school nutrition programs; and

WHEREAS, Nutrition Services is dedicated to supporting education by serving healthy meals to the students of Lowell Joint School District; and

NOW THEREFORE, BE IT RESOLVED, that the Lowell Joint School District's Board of Education declares the week of March 4-8, 2024, as "NATIONAL SCHOOL BREAKFAST WEEK" and devote this week to the recognition of the dedicated and hardworking people who make the School Breakfast Program a reality in their community schools, and encourage all residents of the community to become aware of the solid foundation for learning provided by a nutritious School Breakfast.

APPROVED AND ADOPTED this 4th day of March, 2024, by the following vote:

AYES: Anastasia Shackelford, Anthony Zegarra, Christine Berg, Karen Shaw, Regina Woods

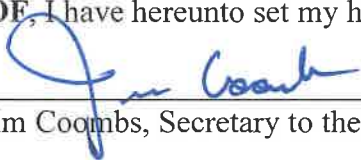
NOES: None

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 March, 2024, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of March, 2024.



Jim Coombs, Secretary to the Board of Trustees

Comprehensive Safe Schools' Plan SB 187 Compliance Document School Year 2023-2024

School District: Lowell Joint School District
Address: 11019 Valley Home Avenue
Whittier, CA 90603
Date of Adoption: March 1, 2024

COMPREHENSIVE SAFE SCHOOLS’ PLAN

Lowell Joint School District Comprehensive Safe Schools’ Plan For the 2023/2024 School Year

In compliance with California law and in partnership with local police and site based stakeholders, this plan has been created to include factors known to impact safety at all district school sites.

The goals for this plan are intended to support safe and orderly campuses conducive to learning. The entire plan is submitted for Board review.

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Senate Bill 187: Comprehensive Safe Schools' Plan Purpose

Background

The development of a comprehensive safe schools' plan is mandated by California Education Codes 32280-32289 and guided by district policies. According to the education code, there must be consultation with a representative from a law enforcement agency in the development or preparation of the plan.

Upon completion of the Comprehensive Schools' Safety plan, it shall be presented in a meeting for the public to express an opinion on the plan. The plan should be sent by the Superintendent or designee to the board for review, for the Board to approve by March 1, each year. Notwithstanding the process described, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at a school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials on their perspective on the plan.

When reviewing the tactical response plan, the Board may meet in closed session to review law enforcements' input, provided that any vote to approve the tactical response plan is announced in open session following the closed session.

Mission

The Lowell Joint School District (LJSD) recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. Evidence-based strategies that establish schools as safe and caring places can include social emotional learning where impulse control, empathy, and interpersonal communication skills are taught with guided and independent practice scenarios. Schools that reframe how student with student, student with adult, and adult with adult interactions occur can ensure fairness, equity, and continuous improvement in both behavior and academic outcomes. LJSD continues to implement school-wide, group, and individual interventions to help reframe policies, protocols, and practices at our schools.

Statement of Philosophy

Lowell Joint School District desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which students and adults can feel safe and take pride in their school and their achievements. Modeling empathy, care, and respect, honor for country, teaching interpersonal communication skills, engaging and empowering youth, and sincerely recognizing appropriate and expected behaviors in others are protective factors. Schools characterized by caring and respectful interpersonal relationships contribute to schools being caring, empathetic, safe and welcoming places to work, learn, and visit.

Lowell Joint School District

Characteristics of Students

Lowell Joint School District has approximately 3,097 preschool through 8th grade students. LJSD has traditional, inclusive and special education programs; including adaptive physical education programs. The most common languages spoken by students and families are English and Spanish.

Geographic Environment

LJSD has 5 elementary schools and 1 middle school. The District serves families from both Los Angeles and Orange Counties. The District covers the municipalities of the City of La Habra, La Habra heights, and the City of Whittier as well as unincorporated Whittier. LJSD coordinates with four different law enforcement entities: La Habra Police Department, Whittier Police Department, Los Angeles County Sheriff Department and California Highway Patrol.

Social Environment

LJSD accepts and embraces all students and seeks to ensure that they reach their full potential in reading, writing, math, character and patriotic education. It is truly all students, students with learning challenges, multiple spoken languages, low socioeconomic status, McKenne Vento, Homeless and students with Gifted and Talented learning needs.

Culture

LJSD schools have a set of long standing and Strong Board adopted core values, which guide all aspects of the Lowell Joint School District. These core values demonstrate our dedication and motivation to impart both honor and respect for others and country. They inspire and strive for students to be their best. All staff are hardworking, dedicated and passionate about their profession. Staff are enthusiastic about coming to school each day and many of the staff have averaged working for the District for over 15 + years.

DEFINITIONS

Action Plan – The plan prepared, containing the emergency response objectives of that NIMS, reflecting overall priorities and supporting activities for a designated period. The plan is shared with law enforcement

Activate – Means, at a minimum, a designated official of the emergency response agency implements NIMS as appropriate to the scope of the emergency and the agency's role in response to the emergency.

Command Staff – Individuals with assignments and responsibilities under the Command function of the ICS organizational Structure. The Command Staff is composed of the Incident Commander (IC), Safety Officer, Public Information Officer, Agency Liaison Officer, and a Deputy Incident Commander. Assignments are activated as needed and in correlation with the severity of the incident, the IC can perform any or all of the Command Staff roles if the situation warrants.

Emergency Operations Center (EOC) – A location (established at the District Level) from which centralized emergency management can be performed.

Emergency Response Agency – Any organization responding to an emergency, or providing mutual aid support to such an organization, whether in the field, at the scene of an incident, or to an operations center.

Emergency Response Personnel – Personnel involved with an agency's response to an emergency.

General Staff – Individuals with assignments and responsibilities under the Operations, Planning/Intelligence, Logistics, or Finance/Administration functions of the ICS organizational Structure. The Command Staff is composed of the Operations Chief, Planning/Intelligence Chief, Logistics Chief, Finance/Administration Chief, and their subordinates. Any staff roles are activated as needed and in correlation with the severity of the incident.

Incident – An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Command Post (ICP) – When an emergency or crisis impacts a school, an Incident Command Post is established by the Command Staff. An ICP is always located at the field or school site level. It is a designated location where the Incident Commander and his/her emergency crisis team can gather to manage the incident, report information, track status of incident, and organize the response. Generally, an ICP is located in a multi-purpose room, gymnasium, parking lot, or on an athletic field.

Incident Command System (ICS) – The nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple

incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communication operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

Local Agency – Any city, city and county, county, county office of education, or school district.

Local Emergency – The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

Multi-agency or Interagency Coordination – The participation of agencies and disciplines involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

Mutual Aid – Voluntary aid and assistance by the provision of services and facilities, including but not limited to fire, police, medical and health, communication, transportation, and utilities. Mutual aid is intended to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

Mutual Aid System – The system which allows for the progressive mobilization of resources to/from emergency response agencies, local governments, operational areas, regions, and the state with the intent of providing adequate resources to requesting agencies. The California mutual aid system includes several discipline specific mutual aid systems (e.g., fire and rescue, law enforcement, medical and public works) that are consistent with the Master Mutual Aid Agreement. All mutual aid systems and agreements shall be consistent with SEMS and the Master Mutual Aid Agreement.

Operational Area – An intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area.

School District – Any and all public school districts, regardless of kind or class. School district includes those districts defined in sections 80 through 87 of the Education Code.

State of Emergency – The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

State of War Emergency – The condition which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.

Components of the Comprehensive Safe Schools' Plan (EC 32281)

Lowell Joint School District School Safety

The Superintendent or the or the designee of the Superintendent may delegate the task of writing the Comprehensive Safe Schools' Plan to District Administrators or a Safety Committee as long as the committee has a school principal or their designee, a teacher representative, and a classified employee. The Comprehensive Safe Schools' Plan is expected to be reviewed by law enforcement.

Assessment of School Safety

An assessment of the current status of school crime in the District may include but not be limited to, local crime reports, suspension/expulsion rates, and student/staff/parent/guardian surveys regarding their perception of safety. Additional data may include, office referrals, attendance rates, local law enforcement juvenile crime data, property damage data or other related data.

Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

On an annual basis LJS staff are required to complete a Mandated Reporting training.

Definition of Child Abuse: Any conduct, acts, or omissions that endanger a child's physical or emotional health and development. A child is under 18 years of age.

Types of child abuse:

- **Physical abuse – non-accidental act resulting in injury;** cutting twisting limbs, shaking, hitting, beating, burning, biting, or any other extreme physical mistreatment. (report to law enforcement)
- **Sexual abuse** - incest, any forced sexual activity, exposure to sexual stimulation not appropriate of the child's age, sexual exploitation of a minor. (report to law enforcement)
- **Neglect – negligent failure of a parent or caretaker to provide adequate food, clothing, shelter, medical care, or supervision where no physical injury has occurred;** pattern of failure to provide for the child's emotional needs. (report to Child Protective Services 1-800-540-4000)
- **Emotional abuse** - constantly blaming or demeaning; excessive yelling or shaming; frequently interacts with child in hostile manner. (report to CPS 1-800-540-4000)

NOTE: It is not up to the reporter to investigate or decide if the child's complaint is valid or not. All LJS employees are mandated reporters, and must:

- Report suspected child abuse immediately
- Prior to calling, make sure to have all information needed to complete the written Suspected Child Abuse Report, (SCAR) http://ag.ca.gov/childabuse/pdf/ss_8572.pdf □ **Contact site administrator for assistance** > If the mandated reporter has any question – call DCFS- they will advise the mandated reporter.
- If possible, make report in presence of site administrator or inform site administrator that you are making a report.
- Site administrator can cover class so reporter can leave their classroom. DCFS handles only in-home abuse.
- **Physical Abuse and Sexual Abuse – if child is in immediate physical danger** report to Law enforcement.
- Complete on-line SCAR found at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf and hand deliver to officer (does not need to be in an envelope) or contact CPS and complete on-line form, see next line below.
- **Neglect and Emotional Abuse** – if child is not in immediate danger report to CPS 1(800) 540-4000. They will give you a 19-digit number to be used to complete the on- line SCAR at <https://mandreptla.org/index.asp?OpenStatus=Return> □ **Items below apply to all reports:**
- In the field, Mandated Reporter Category, insert "Educator"
- Once completed, print and sign the form

- Send a copy of all SCAR's in a sealed envelope to LISD Educational Services.
- Reporter may keep a copy but the document **must be kept confidential**.
- **SHALL NOT** be placed in cum or with any other student records
- Administrator may keep a separate secure file for child abuse reports. California Penal Code 11174.3 **"School Interview Law"**

11174.3. (a) Whenever a representative of a government agency investigating suspected **child abuse** or neglect or the State Department of Social Services deems it necessary, a suspected victim of **child abuse** or neglect may be interviewed during **school** hours, on **school** premises, concerning a report of suspected **child abuse** or neglect that occurred within the **child's** home or out-of-home care facility. The **child** shall be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the **school**, including any certificated or classified employee or volunteer aide, to be present at the **interview**. A representative of the agency investigating suspected **child abuse** or neglect or the State Department of Social Services shall inform the **child** of that right prior to the **interview**. The purpose of the staff person's presence at the **interview** is to lend support to the **child** and enable him or her to be as comfortable as possible. However, the member of the staff so elected shall not participate in the **interview**. The member of the staff so present shall not discuss the facts or circumstances of the case with the **child**. The member of the staff so present, including, but not limited to, a volunteer aide, is subject to the confidentiality requirements of this article, a violation of which is punishable as specified in Section 11167.5. A representative of the **school** shall inform a member of the staff so selected by a **child** of the requirements of this section prior to the **interview**. A staff member selected by a **child** may decline the request to be present at the **interview**. If the staff person selected agrees to be present, the **interview** shall be held at a time during **school** hours when it does not involve an expense to the **school**. Failure to comply with the requirements of this section does not affect the admissibility of evidence in a criminal or civil proceeding.

SUSPECTED CHILD ABUSE REPORT

To Be Completed by Mandated Child Abuse Reporters
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A.	REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY			
		REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS			Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
		REPORTER'S TELEPHONE (DAYTIME) ()		SIGNATURE		TODAY'S DATE			
B.	REPORT NOTIFICATION	<input type="checkbox"/> LAW ENFORCEMENT <input type="checkbox"/> COUNTY PROBATION		AGENCY					
		<input type="checkbox"/> COUNTY WELFARE / CPS (Child Protective Services)							
		ADDRESS			Street	City	Zip		
		OFFICIAL CONTACTED - TITLE				TELEPHONE ()			
C.	VICTIM <small>One report per victim</small>	NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS			Street	City	Zip	TELEPHONE ()	
		PRESENT LOCATION OF VICTIM				SCHOOL		CLASS	GRADE
		PHYSICALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		DEVELOPMENTALLY DISABLED? <input type="checkbox"/> YES <input type="checkbox"/> NO		OTHER DISABILITY (SPECIFY)		PRIMARY LANGUAGE SPOKEN IN HOME	
		IN FOSTER CARE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: <input type="checkbox"/> DAY CARE <input type="checkbox"/> CHILD CARE CENTER <input type="checkbox"/> FOSTER FAMILY HOME <input type="checkbox"/> FAMILY FRIEND <input type="checkbox"/> GROUP HOME OR INSTITUTION <input type="checkbox"/> RELATIVE'S HOME				TYPE OF ABUSE (CHECK ONE OR MORE) <input type="checkbox"/> PHYSICAL <input type="checkbox"/> MENTAL <input type="checkbox"/> SEXUAL <input type="checkbox"/> NEGLECT <input type="checkbox"/> OTHER (SPECIFY)	
		RELATIONSHIP TO SUSPECT				PHOTOS TAKEN? <input type="checkbox"/> YES <input type="checkbox"/> NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
D.	INVOLVED PARTIES <small>VICTIM'S SIBLINGS PARENTS/GUARDIANS SUSPECT</small>	NAME		BIRTHDATE	SEX	ETHNICITY			
		1. _____		2. _____		3. _____		4. _____	
		NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS			Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
		NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS			Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
		SUSPECT'S NAME (LAST, FIRST, MIDDLE)				BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS			Street	City	Zip	TELEPHONE ()	
OTHER RELEVANT INFORMATION									
E.	INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX <input type="checkbox"/>						IF MULTIPLE VICTIMS, INDICATE NUMBER: _____	
		DATE / TIME OF INCIDENT			PLACE OF INCIDENT				
		NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)							

SS 8572 (Rev 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was not determined to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Emergencies and Disaster Preparedness Plan

The Board of Education recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster.

Public Agency Use of School Buildings for Emergency Shelters

Procedures exist to allow the American Red Cross, local law enforcement and EMS to use the school buildings, ground, and equipment for mass care and welfare shelters during disasters or other emergencies.

Potential Annual Staff Training

Communication:

Search and Rescue teams need to speak clearly on the radio, site intercom, or via cellular phone when present. Personnel can receive individual or group training on the proper use of radios or intercom. Search and rescue coordinators work as a liaison to communicate with teams on what they need to do and assist on assigned areas. Search and rescue team should only have one person reporting back once they finish their assignment.

Reunification:

Reunification teams need to wait until all students have been accounted for at the command post and then begin releasing students. Reunification teams should have a radio to communicate with runner coordinator so students can be picked up quicker. Student binders with student's emergency cards should be assessable so each person can look up students quicker.

Command:

All staff members must check in at the command post (classified, certificated, agency). A list of classrooms and what each classroom is being used for needs to be clipped to the pocket chart. Classrooms that are used for childcare, music, speech, etc. should also have pink and green cards and turn them into the search and rescue table. Command post will train new people so everyone can get a chance to do a different job.

Attendance Table/Student Accounting

Table should have a sign to be clear and the table should be placed at the entrance to make it easier for students to turn in attendance.

Emergency Procedures

A consolidated "single sheet" view of the LUSD emergency procedures, reviewing expected responses for all staff during a drill or an actual event of:

- 1.) Evacuation
- 2.) Drop, Cover and Hold (Earthquake)
- 3.) Lockdown
- 4.) An Active Threat present; this would include the last resort of taking physical action in an attempt to overpower or incapacitate a threat to staff, students or community members.

Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

49079:

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly or intentionally fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994–95 school year, the information provided shall be from the previous two school years. For the 1996–97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Discrimination, Harassment & Bullying (EC 212.6 [b])

Discrimination

Sexual Harassment

Personnel Sexual Harassment

Bullying

Tactical Response to Criminal Incidents on Campus

Philosophy, Goals, Objectives and Comprehensive Plans

Any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code [32281](#). In developing such strategies, district administrators shall consult with law enforcement. This portion of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed. LJSB will work with law enforcement to develop recommended procedures in the event of an active criminal threat upon a school site or district administrative office or service center. LJSB will work with law enforcement on active threat training recommendations. Appropriate lockdown and evacuation drills will be conducted as required each year.

Hate-Motivated Behavior

In order to create a safe learning environment for all students, the Board of Education desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Emergency Contact Numbers

Type	Vendor	Number	Comments
Law Enforcement	La Habra Police Department	562-383-4300	
	Whittier Police Department	562-567-9200	
	LA County Sheriff Department	562-863-8711	
	Fire/Paramedic	911	
Public Utilities	So Cal Edison	800-238-3700	
	So Cal Gas	800-427-2200	
Local Hospitals	Providence St. Joseph Medical Center	714-843-5111	
Lowell Joint	Main Number	562-943-0211	
American Red Cross	Shelter Coordinator	818-243-3121	
Fire Alarm	GMS Monitoring	888-467-1119	
Lowell Joint M & O	Maintenance Yard	562-902-4290	

Incident Command Team Responsibilities: School sites responding to an incident shall utilize the functions, principles, and components of the Incident Command System (ICS), per California Code of Regulations, Title 19, Division 2, Chapter 1, §2405.

Incident Command System Functions

The five functions of the ICS are Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration. Individuals working under the Command function will be referred to as the Command Staff, while personnel assigned responsibilities under Operations, Planning/Intelligence, Logistics, or Finance/Administration will be referred to as the General Staff. Under SEMS, the ICS team can be expanded or reduced, depending on the situation and the immediate needs. An individual can execute more than one function.

1. The Command Function is responsible for the directing, ordering, and controlling of resources by virtue of explicit legal, agency, or delegated authority. The function is composed of the Incident Commander (IC), Safety Officer, Public Information Officer, Agency Liaison Officer, and a Deputy Incident Commander. The IC position must always be filled. The IC remains responsible for all five functions of the ICS structure, which have not been formally activated. In addition to the primary ICS functions, the IC is also responsible for the Safety Officer, Public Information Officer, and Agency Liaison Officer positions, unless otherwise delegated. Depending on the severity of the incident, the IC may also activate a Deputy IC for support.
2. The Operations Function is responsible for the coordinated tactical response of all field operations directly applicable to or in support of the mission(s) in accordance with the Incident Action Plan. This is the most complex and primary established function.
3. The Planning/Intelligence Function is responsible for the collection, evaluation, documentation, and use of information about the development of the incident, and the status of resources.
4. The Logistics Function is responsible for providing facilities, services, personnel, equipment, and materials in support of the incident.
5. The Finance/Administration Function is responsible for all financial and cost analysis aspects of the incident, and for any administrative aspects not handled by the other functions.

Incident Command System Principles

1. The system provides for the following kinds of operation: single jurisdictional responsibility/single agency involvement, single jurisdictional responsibility with multiple-agency involvement, and multiple jurisdictional responsibility with multiple-agency involvement.
2. The system's organizational structure adapts to any emergency or incident to which emergency response agencies would be expected to respond.
3. The system shall be applicable and acceptable to all user agencies.
4. The system is readily adaptable to new technology.
5. The system expands in a rapid and logical manner from an initial response into a major incident and contracts just as rapidly as organizational needs of the situation decreases.

6. The system has basic common elements in organization, terminology and procedures.

Incident Command System Components

1. Common terminology is established in regards to common titles for organizational functions, resources, and facilities within ICS.
2. Modular organization is established by which the ICS organizational structure assignments are activated based upon the kind and size of the incident (top down command).
3. Unified Command.
4. Action plans identify objectives, determine strategies, identify tactical and support activities required, and establish an operational period time frame for completion.
5. The manageable span-of-control for any assigned Chief, Director, or Supervisor is established to be between 3-7 personnel
6. Pre-designated incident facilities are identified (Incident Command Post, Student evacuation site, offsite evacuation site, First Aid Station, Emergency Supplies location, Communication Center, etc.). The determination of the kinds and locations of facilities to be used will be based upon the requirements of the incident.
7. Comprehensive Resource management is established to identify, group, assign, and track resources.
8. Integrated Communication is managed through the use of a common communication plan and an incident-based communication center established for the use of tactical and support resources assigned to the incident.

UNIFIED COMMAND

Unified Command is a structure used during incidents consisting of Incident Commanders from various jurisdictions or agencies operating together to form a single command structure. It allows all agencies with geographical, legal or functional responsibility to manage an incident by establishing a common set of objectives, strategies, and a consolidated Incident Action Plan. Under a Unified Command system, a single Operations Chief is assigned. The Operations Chief position is filled by the most qualified and experienced person available.

The use of a Unified Command is a valuable tool to help ensure a coordinated multi-agency response. A Unified Command assures agencies do not lose their individual responsibility, authority, or accountability. When appropriate, a Unified Incident Command System will be established in conjunction with the school's Incident Commander and responding agencies' Incident Commander(s) to form a unified team in which Incident Commanders within the Unified Command make joint decisions, speak as one voice, integrate general staff, and develop a single Incident Action Plan.

Unified Command is an important component of the required ICS, per California Code of Regulations, Title 19, Division 2, Chapter 1, §2405 (a)(3)(C-D) .

Advantages of using Unified Command

1. One set of objectives and strategies are developed for the entire incident.
2. All agencies with responsibility for the incident have an understanding and are fully aware of joint priorities and restrictions.
3. Duplicative efforts are reduced or eliminated, thereby reducing cost, frustration, and potential conflict.

Command Staff Responsibilities

Incident Commander:

- Direct the overall emergency response and make final decisions
- Activate School Emergency Plan and Incident Command System

-
- Establish and set up an Incident Command Post
- Establish, set up, and manage a Communication Center
- Initiate Common Communication Plan & maintain communication with District Level EOC to provide district with site specific status report
- Develop Incident Action Plan which identifies objectives, determines strategies, identifies tactical and support activities required, and established an operational period time for completion.
- Set plan priorities and control actions undertaken by staff
- Ensure all available master keys are brought to the Command Post
- Ensure student emergency cards are taken to Command Post during an evacuation
- Determine which special assignments require substitute or additional personnel and assign from those available at the field.
- Initiate student release procedures (when it is safe to do so)
- Release teachers as appropriate during demobilization using the Staff Release Order Plan (found in the Demobilization section of this plan).
- Declare end of emergency—initiate recovery if appropriate
- Remain in charge of your campus until redirected/released by superintendent of schools or relieved by fire or law enforcement incident commander
- Ensure staff and students are properly instructed and trained in assignments and emergency procedures

Deputy Incident Commander:

- Assist the Incident Commander by initiating response strategies, response team coordination, and communication

Safety Officer:

- Assess emergency or threat and impact to students, staff, school property and surrounding community
- Monitor safety conditions of incident
- Assures the health and safety of students and staff

Public Information Officer:

- Coordinate communication with the district for the public, stakeholders, and news media
- Supervise telephones and monitor radio emergency broadcasts

Agency Liaison Officer:

- Notify appropriate governmental agencies if necessary
- Serve as point of contact for representatives of other involved local agencies, organizations, or private sector parties to provide input on policies, resource availability, and other incident related matters

General Staff Responsibilities: Function Chiefs

Operations Chief:

- Manage on-scene tactical operations to accomplish corrective action and the objectives established by the IC's action plan
- Supervise and direct activities of all personnel assigned under the Operations Function
- Report to the Incident Commander
- Coordinate Search and Rescue
- Coordinate Medical First Aid
- Coordinate Evacuation Area
- Coordinate Campus Security
- In conjunction with the Evacuation Area Director and the Search & Rescue Director, account for staff and student attendance and identify all missing individuals using the compiled attendance reports & search and rescue team findings.
- Relay reported missing students to Search & Rescue Teams
- Make sure teams have the necessary supplies to perform tasks
- Reassign staff as needed

- Schedule breaks and back-ups for staff

Planning/Intelligence Chief:

- Collect all information pertinent to documenting the incident
- Analyze information for potential impacts or changes
- Document and update status reports
- Manage and update status boards
- Disseminate incident related information to the Incident Commander
- Prepare necessary written reports

Logistics Chief:

- Meet service and support needs of the incident by managing and distributing general emergency supplies, equipment, food, first aid supplies, volunteers, etc.
- Open Emergency Supplies container
- Delegate help for setting up the Incident Command Post (if needed)
- Delegate help for setting up any necessary emergency stations
- Sign in volunteers and assign to various sections needing assistance
- Determine whether additional equipment, supplies or personnel need to be requested from the District EOC - Make arrangements for transport of supplies and lodging of personnel
- Report to the Incident Commander

Finance/Administration Chief:

- Analyze all financial and cost analysis related to the incident
- Document all expenses related to emergency
Document all personnel time as pertinent to emergency (number of hours with description of activities performed)
- Report to the Incident Commander

General Staff Responsibilities: Search & Rescue

Search & Rescue Director:

- Report to Operations Chief
- Supervise, organize, and direct Search and Rescue Teams
- Maintain communication with Search and Rescue Teams
- Consult with Operations Chief regarding any known missing persons obtained from the attendance reports submitted by Teachers
- Act as a check-in point for reporting missing Staff or Students
- Keep records on Search & Rescue Team incident reports

Search & Rescue Team(s):

- Report to Search & Rescue Director
- Search assigned areas following search & rescue procedures
- Complete a directed sweep of designated campus areas for missing, trapped, or injured staff and students if the situation safely permits
- Complete maps and mark doors
- Identify the location of trapped/injured persons
- Assist injured persons to the Medical First Aid station

General Staff Responsibilities: Medical First Aid

Medical First Aid Director:

- Report to Operations Chief
- Supervise, organize, and direct Medical First Aid Teams
- Initiate Triage/Medical First Aid area set up
- Triage injured persons

- Maintain an updated list of students with allergies, in need of daily medication, or special medical needs

Medical First Aid Team(s):

- Reports to Medical First Aid Director
- Set up Triage/Medical First Aid area
- Retrieve Medical First Aid supplies from Logistics Emergency Supplies Team - Provide first aid to injured persons

General Staff Responsibilities: Evacuation Area Supervision & Release

Evacuation Area Director:

- Reports to Operations Chief
- Supervise, organize, and direct the Parent Check-in Gate Team, Student Check-out Team, Student Release Team & Staff Buddy Assignments
- Manage and coordinate Evacuation Area supervision
- Collect attendance reports from all Teachers at the Evacuation Area
- Immediately communicate with the Operations Chief and Search & Rescue Director any reported missing students or staff
- Evacuate with an extra set of student schedules (properly grouped alphabetically)
- Bring emergency release forms (may be stamps, stickers, or documents depending on the site)

Parent Check-in Team(s):

- Organize and control the parent check-in area
Receive parents at the check-in station where they will indicate which student(s) they are to pick up.
- Ensure students are only being released to adults listed on emergency cards
- Organize and control student release by calling student names over the portable speaker system or sending runners to retrieve the student.

Student Check-out Team(s):

- Go to your assigned alphabetical grouping area and help check-out students
- Check the emergency release authorization card to be sure that the student is authorized to leave with whoever is there to pick him/her up.
- Any adult named on their emergency cards must sign out students who do not fit into the above categories.

Authorized Student Release Gate Team(s):

- Verify students have properly checked out before allowing them to exit.
- Students without proper proof of Check-out must be redirected back to the Student check-out station.

Staff Buddy Assignments (Teachers):

- Reports to Evacuation Area Director
- Engage in Staff Buddy Assignments (check-in with Buddy)
- If buddy is incapacitated, inherit responsibility of their students
- Evacuate and escort students to assemble in the designated Evacuation Area (if required by incident)
- Complete an attendance report for both classrooms (take roll of students and note missing students, staff buddies, or other staff)
- Submit the attendance report to the Evacuation Area Director adjacent to the Incident Command Post.
- Submit any observed room damage to the Evacuation Area Director
- Supervise classroom students at Evacuation Area, help manage the evacuation area, or report to IC Post for additional tasks, if needed.
- Provide reassurance and support to students

General Staff Responsibilities: Site Security

Site Security Director:

- Reports collected data to Operations Chief
- Supervise, organize, and direct the Security Team and Utilities Team
- Conduct or Initiate a property damage assessment

Security Team(s):

- Reports to Site Security Director
- Maintain a safe and secure campus environment
- Secure and manage gates
- After search & rescue missions are complete, lock or control access into buildings
- Place yellow caution tape around areas deemed unsafe

Utilities Team:

- Reports to Site Security Director
- Carry out process of evaluating and shutting off utilities (water, gas, electric) if needed
- Determine presence of fire or other hazard – resolve with help of volunteers if able to do so
- Assess damage to buildings and communicate findings to the Site Security Director

General Staff Responsibilities: Emergency Supplies

Emergency Supplies Team (Logistics):

- Reports to Logistics Chief
- Open Emergency Supplies container and gather necessary supplies/equipment for distribution - Set up microphone on stand at Parent Check In.

General Staff Responsibilities: Unassigned Staff

Unassigned Staff:

Staff lacking an established Assignment must report to the Incident Command Post for further instruction

Emergency Preparedness

Methods for Reporting Emergencies

For the purpose of reporting emergencies, in case of a fire, emergency, or disaster, the following reporting methods may be used:

1. School Alarm System
2. Public Address System
3. Staff Two-way Radios
4. Telephones

Alarm System

The school alarm system provides warning for necessary emergency action.

Alarm System Maintenance & Testing Requirements

1. Alarm systems are maintained in operating condition.
2. Alarm systems are tested at for reliability by properly trained persons in the designed operation.
3. Alarm system power supplies are maintained or replaced as often as is necessary.
4. Fire alarm signal will be operated not less than once every calendar month (Education Code, Section 32001).

Staff Training Requirements

To ensure schools and its staff are prepared to implement the procedures expected in an emergency and take action during an incident the training requirements in this section are met. Staff receives the appropriate level of training dependent on the staff member's potential assignment during an emergency response.

Training Requirements:

1. The California State Emergency Management System (SEMS) unifies all elements of California's emergency management community into a single integrated system with standardized key elements. SEMs training is provided to maintain personnel's minimum training competencies with the SEMS "Approved Course of Instruction (ACI)" as the basis for their training programs.
2. Staff SEMS training and performance is maintained and demonstrated by the:
3. Completion of level-appropriate SEMS training, execution of drills that incorporate performance objectives into exercises
4. The National Incident Management System (NIMS) enables all government, private-sector, and nongovernmental organizations to work together during domestic incidents. As mandated by the PostKatrina Emergency Reform Act of 2006, NIMS training is offered through the Federal Emergency Management Agency (FEMA) and ready.gov

Emergency Training:

1. Schools shall designate and train a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees, students, and visitors.
2. The school shall advise employees of his/her responsibility and whenever responsibilities have changed.
3. Administration shall review with employees which will be of aid in the event of an emergency. This includes, but is not limited to:
 4. Emergency Procedures: A consolidated "single sheet" view of the LISD emergency procedures reviewing expected responses for all staff during a drill or an actual event of
 - 1.) Evacuation,
 - 2.) Drop, Cover and Hold (Earthquake),
 - 3.) Lockdown,
 - 4.) An Active Threat present; this would include the last resort of taking physical action in an attempt to overpower or incapacitate a threat to staff, students or community members.

Practice Drills

To ensure staff and students are knowledgeable and prepared to implement the emergency procedures, the following required practice drills are conducted throughout each school year.

Earthquake Practice Drills:

1. Practice of Drop, Cover and Hold On procedures are held in elementary and in the middle school.
2. During the drill each pupil and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by one arm, and the back to the windows. With the other hand, hold on to the furniture leg.
3. Drills are conducted following the established Earthquake Procedure plan.

Fire & Evacuation Practice Drills:

1. Fire alarm signal must be reviewed/activated sounded not less than once every calendar month (whether a drill takes place or not).
2. Fire drills are established and conducted at least once every month at the elementary level twice per year at the Middle School level.
3. During the drill each pupil and staff member implements and practices the established Evacuation Procedure plan.

Lockdown Drill:

1. At the elementary and Middle School levels, at least two drills must be conducted each year.
2. All students and staff shall quickly get into a lockable room. Lock the doors, turn out the lights and cover windows.
3. Silence cell phones and people. Remain quiet and wait for information.

Shelter in Place Drill:

1. Shelter in Place is in response to a chemical, biological or radiological contamination, also a severe weather or wildlife event, or excessive smoke from a fire.
2. Shelter in Place drill shall be conducted at all schools at least once each year.
3. Drill should take place when most students and staff are out of their regular classroom.
4. Drill will be announced over the public address system, through radio communication, text or email.
5. All students, staff, volunteers and visitors shall immediately proceed to move inside the buildings to safe areas.
6. All doors and windows must be closed.
7. In the event of an airborne contaminant, an effort should be made to adjust all thermostats to temporarily turn off the air conditioner.

EMERGENCY RESPONSE PROCEDURES

In order to best prepare for the unexpected, the procedures established in this section have been developed for the safety of our students and staff.

Reporting an Incident

Typically, incidents involving a school will come to the attention of a faculty or staff member by observation or telephone notification. Emergency phone numbers will be posted at relevant conspicuous locations. The individual discovering or receiving information regarding an incident will do the following:

1. Notify the local emergency responders. The number is 911.
2. In case of a fire, activate fire pull alarm.
3. To activate the Incident Command System, notify the Incident Commander (Principal) and provide them the following information:
 - Your name
 - Nature of incident
 - Location of incident
 - Severity of injuries or property damage - Call back telephone number
4. The Incident Commander/Command Staff will sound the necessary alarms or voice announcements and notify the district EOC.
5. Take action to protect students, faculty, staff, and property. Immediate actions may include:
 - Moving people away
 - Isolating and securing the area
 - Providing assistance as needed to students and personnel - Directing public safety responders to the scene

Common Communication Procedures

When emergencies occur, communication is critical to ensure appropriate parties are notified regarding the extent of the incident and what needs to be done. Below are systems and methods as to how emergency communication may be conducted:

Communication hardware and systems available:

1. Telephones/Cell phones
2. Public address system
3. Two-way radios
4. Catapult Program
5. E-mail
6. Runners

The following individuals will have two-way radios:

1. Incident Commander
2. Operations Chief
3. Search & Rescue Team leaders
4. Custodians

5. First Aid Station
6. Evacuation Area Director

Communication Center Set-up Procedures:

1. Pre-designated Communication Center location is subject to change, and may be dependent upon incident.
2. Communication Center location should be established within close proximity of the Incident Command Post.
3. The Command Staff will be responsible for setting up and operating the Communication Center during an incident.
4. The Command Staff will be responsible for contacting the District EOC and emergency responders (if necessary).

Internal Communication during an Incident:

1. Maintain an open telephone line for communication. Limit classroom telephone use to emergencies only.
2. The site's public address system may be used for communication and announcements.
3. Internal two-way radio communication will be available on the site's designated Channel. Radios are available in the main office.
4. During a lockdown, communication will take place via cell phone, telephone & radio.
5. During a lockdown with an immediate threat from an armed individual, cell phones will be silenced.
6. Runners may be used as an alternate communication option.

External Communication during an Incident:

1. Communication between the Command Staff, District EOC, and local emergency responders will take place via telephone or two-way radios.
2. Incident Command Staff will use channel 1 when communicating with the District EOC via two-way radio.
3. The Command Staff will process incident information through the superintendent or designated District EOC personnel in order to notify persons outside of the school of an existing emergency and the immediate action to be taken, if any.
4. All staff members are asked to refer inquiries and visitors to the Command Staff.

During an incident, families will be contacted through the Catapult system and/or mobile app for information on school closure, student release, assembly areas, etc.

Types of Emergencies & Specific Procedures

Aircraft Crash

In the event of an explosion or crash, the blast will be the initial signal of the emergency. If early warning is available, the Principal will notify the classrooms. Immediately after an explosion or crash the following procedures shall be followed:

1. If possible, **DUCK AND COVER** under a desk or table. Move away from windows, doors, and shelves.
2. Following an explosion or crash, notify administration or if administrator is not available, obtain outside line, then phone "911".
3. The alarm bell will sound, and students and staff will evacuate or stay in the buildings, depending on the circumstances. Teachers will escort their students to the designated assembly area and take attendance. Teachers may be asked to report any attendance discrepancies to the administration, depending on the nature of explosion.
4. Do not reenter any building or classroom, until authorized by the Principal, or designee and the fire department.

Bomb Threat/ Threat of violence

Immediately after receiving a bomb threat the following procedures shall be followed:

1. If a bomb threat is called to the school, make every attempt to keep the caller on the phone as long as possible to gain information. Try to determine the sex and age of the caller. Try to have the caller tell you the exact location of the bomb and the time of threatened detonation.
2. The Command Staff will immediately notify the District EOC, who has the immediate responsibility to notify the Police Department.
3. The Police Department may not send units to the school at this point, but will automatically notify the Fire Department to stand by.

4. If the location of the suspicious object is not known, STUDENTS WILL REMAIN IN THE CLASSROOMS. Teachers should move students to the center of the room. If possible, have the students stay low and take cover under a sturdy object (desk).
5. The Principal, in conjunction with law enforcement, will make the decision to evacuate the buildings.
6. SWEEP TEAM: Staff will be asked to volunteer for the Sweep Team. Sweep Team members will report to the Incident Command Post.
 - a. Sweep Team members will be paired up and assigned a region of the campus to search.
 - b. Principal will coordinate with police to supervise Sweep Teams.
 - c. Upon completion of sweep of assigned areas, sweep team should report back to Incident Command Post to report "all clear" of their area.
7. Students and staff will return to the buildings only when they have been cleared by law enforcement and the Principal or designee has authorized the reoccupation and return to class upon hearing the ALL CLEAR bell, which is one long, continuous ring.

Campus Security Procedures

Campus Security & Utilities Teams will assign a Team Leader and report all activity and incident information to the Team Leader or a Site Security Director. The Team Leader or Site Security Director will report to the Operations Chief. During an incident the following procedures will be followed:

Campus Security Procedures

1. Visually assess campus for fires & damage.
2. Open **designated gates** for parent ingress and egress as appropriate to the emergency.
3. Keep log of activity and assessments.
4. Maintain communication with the Site Security Director regarding additional need for personnel to fight a fire or resolve other hazards if possible.
5. Determine the need for personnel to guard buildings or use yellow caution tape to rope off access.
6. Unlock and secure the designated exit for use by Emergency Responders and their vehicles.
7. Survey building for structural damage and report damaged areas.

Utilities Team Shutoff Procedures

1. The District EOC will deploy Maintenance & Operations teams to the school site during an emergency. All technicians are familiar with each site and its utility shut offs. In addition, the Day and Night Custodians at each site have been instructed in who to report to, where the shut off locations are, and where to find the tools.
2. If needed, shut off the necessary Utilities. See map for specific locations.
 - Gas: Can be turned off at each meter
 - Electrical: Electric service can be shut off at the disconnect switch at each main panel.
 - Water: Water can be shut off at the main valves
 - Alarms: Can be temporarily disabled before each drill.
 - Fire Alarm Monitoring - GMS Fire Alarm Monitoring – 888.467.1119

Demobilization & Post-emergency Procedures

Demobilization Procedures:

1. Be sure staff members understand that as a government employee they are required to stay on campus and provide assistance for up to 72 hours if they are needed. Emphasize the need to make arrangements with their families in case this occurs.
2. After completing assignments, staff members are required to check-in with their superior or the Incident Command Staff to await a second assignment or approved dismissal.
3. Staff members will be released by Site Safety Director.
4. Develop an after action report for any emergency response due to a declared local emergency for which the governor proclaims a state of emergency, and submit it to the District EOC. The report shall include a review of the response actions taken, application of SEMS, suggested modifications to SEMS, necessary modifications to plans and procedures, identified training needs, and recovery activities to date.
5. The District EOC will then review and submit the after action report to the Office of Emergency Services (OES) within 90 days of the close of the incident period.

6. Conduct a post-incident performance debriefing meeting to discuss incident response actions and determine areas of improvement.

Earthquake

Prior to Earthquake

1. Please discuss all our emergency procedures with students as soon as possible.
2. Maintain evacuation backpack, bucket and clipboard in a visible & easily accessible location adjacent to the evacuation exit.
3. Know your evacuation route and ensure evacuation maps are posted at exit(s).
4. Participate in practice drills and maintain knowledge of emergency procedures.
5. Ensure tall furnishings are secured to the walls to prevent them from falling on individuals and potentially obstructing exits or walk paths.
6. Do not store unsecured heavy items above 72 inches.
7. Maintain exits free from obstructions.

During an Earthquake

1. The teacher or other staff member will shout the command, "Drop!"
2. The students are to "Drop, Cover and Hold."
3. If inside the school building students and school employees shall:
 - Get under equipment (desks, tables, etc.) where available.
 - Drop to your knees with your back to the windows and your knees together.
 - Clasp both hands firmly around the legs of a table or a desk; if this equipment is not available clasp your hands firmly behind your neck.
 - Remain in this position until a staff member says the emergency is over. - Once the shaking has stopped, initiate an evacuation.
4. If students and staff are outside of the school building during an Earthquake:
 - Move away from building, overhead electrical wires and stay away from objects that might fall during an Earthquake.
 - Drop to your knees and clasp your hands firmly behind your neck to protect your head.
 - Wait for shocks to subside.

After an Earthquake

1. Evaluate the classroom situation.
2. If safe, have students line up outside of the classroom.
3. **Leave the lights as they were prior to the earthquake.** Do not turn them on or off, especially in rooms where natural gas lines exist.
4. Leave doors opened and unlocked so that the search & rescue teams can check rooms for missing students.
5. Triage and stabilize students (30 seconds maximum per student) who are unable to follow your directions or have severe/life threatening injuries (Airway, Bleeding and Shock). **REMAIN WITH INJURED STUDENT IF IT IS SAFE TO DO SO.**
6. Escort the students including mobile injured students (by the safest route) to the Evacuation Area. Be careful not to aggravate any injuries. Take mobile injured students to the Medical First Aid Area.
7. Evacuate with your emergency evacuation backpack, bucket and clipboard.
8. Complete an attendance report (take roll when you arrive in the Evacuation Area). Report any missing persons, injured persons left behind, individuals taken to First Aid, and room damage to the Evacuation Area Director.
9. Supervise students at the Evacuation Area or report to the Incident Command Post as designated for your assigned job responsibility.

Explosion or Risk of Explosion

In the event of an explosion or crash, the blast will be the initial signal of the emergency. If early warning is available, the Principal will notify the classrooms. Immediately after an explosion or crash the following procedures shall be followed:

1. If possible, **DUCK AND COVER** under a desk or table. Move away from windows, doors, and shelves.
2. Following an explosion or crash, notify administration or if administrator is not available, obtain outside line, then phone "911".
3. The alarm bell will sound, and students and staff will evacuate or stay in the buildings, depending on the circumstances. Teachers will escort their students to their designated location and take attendance. Teachers may be asked to report any attendance discrepancies to the administration, depending on the nature of explosion.
4. Do not reenter any building or classroom, until authorized by the Principal, or designee and the fire department.

Fire on School Grounds

Each classroom and facility on the campus has a functioning fire extinguisher and a manual pull switch to activate the fire alarm. In addition, evacuation routes are clearly posted by the exits in each classroom. For the protection of all occupants of the building, in case of a fire or disaster, the following evacuation procedures have been established:

1. The set alarm is distinctive and recognizable as a **signal to evacuate**. The evacuation alarm signal established can include "A possible fire has been reported in the building, please exit the building."
2. Order a verbal evacuation if the fire alarm does not sound.
3. **Call 911.**
4. Notify the Superintendent.
5. Stay calm and remain SILENT. If teachers and students are talking, directions and other information cannot be heard.
6. Everyone should **clear the building immediately**. WALK - Do not run.
7. Teachers will supervise egress from the classrooms into the designated Evacuation Areas according to the Emergency Evacuation Routes marked on the maps posted in every classroom and office.
8. If heavy smoke is present, crawl or stay near the floor for breathable air.
9. In case of FIRE ONLY, close the doors upon evacuating.
10. **Teachers will take their roll books and emergency bags** to the evacuation site, **take roll**, and complete an attendance report. Teachers will submit report and identify any missing student(s), Staff Buddies, or other Staff to the Evacuation Area Director.
11. If an emergency evacuation occurs when you are in the corridors, join the nearest class in leaving the building and then report to your designated Evacuation Area.
12. If an exit is barricaded, then the next nearest exit should be used.
13. The Utilities Team shall assist by shutting off gas valves, electricity, etc., or other if necessary for evacuating, putting out the fire, etc.
14. The Command Staff will take the student emergency forms to the Evacuation Area.
15. Notify students and staff if and when it is safe to return to the school site and/or building under the direction of the Fire Department and in consultation with the Superintendent or designee.
16. If it is unsafe to return to the building, students will be supervised and release procedures will be initiated.

Flooding

Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of damage to water distribution systems such as failure of a dam or levee. If weather-related, an alert message will be broadcast over the weather radio station. In the event of a flood, the following guidelines should be followed as much as possible:

Incident Commander

1. Determine if evacuation is required.

2. Notify District Superintendent or District Office of intent to evacuate, the location of the safe evacuation site and the route to be taken to that site.
3. Instruct on the means of which students will be evacuated to a safer location. Other guidelines should be kept in mind if students are going to be transported by buses or cars.
4. Post a notice on the office door stating where the school has relocated and inform the District Office.
5. Monitor local radio and television stations for flood information.
6. Notify District Superintendent of school status and action taken.
7. Delegate a search team if students or staff have been determined to be missing.
8. Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.

General Staff:

1. If warranted, evacuate students using evacuation plan.
2. Stay calm and remain SILENT. If teachers and students are talking, directions and other information cannot be heard.
3. Teachers will supervise egress from the classrooms into the designated Evacuation Area according to the established Emergency Evacuation Routes marked on the maps posted in every classroom and office.
4. Teachers will take their roll books to the evacuation site, take roll, and complete an attendance report.
5. Teachers will submit report and identify any missing student(s), Staff Buddies, or other Staff to the Evacuation Area Director.
6. If students or staff have been determined to be missing, a search & rescue team will conduct their duties.
7. Follow the Student Request and Release Procedures if school dismissal is warranted by the District Office.

Students and staff will be notified if and when it is safe to return to the school site and/or building under the direction of emergency responders and in consultation with the Superintendent or designee. Do not return to school building until it has been inspected and determined safe by property authorities.

High Heat & Heat Illness Procedures

The LJSB Board of Education is aware of research the health hazards of smog/smoke/weather extremes. It is intent of the Board to protect the general welfare of parents/guardians, staff and students regarding the health hazards of smog, smoke, and weather extremes. The Superintendent or designee shall develop a response based upon information available from the Southern California Air Quality Management District:

Unhealthy Air Episodes

1. Notification

- a. Upon review of the air quality index from the Air Quality Management District (A.Q.M.D.). Designated district employees will communicate the information pertaining to Air Quality Index (AQI) readings and predictions for the day to sites as needed.
- b. If a smog episode is predicted, the District Office will notify each school site and Maintenance/Operations, Grounds, and Special Education to prepare for modified activities. Each school and department head will be notified again when an episode has ended.
- c. Upon receipt of notification that an unhealthy air episode has been declared, each principal/designee shall be responsible for notifying all students and staff members present that an episode has been declared; Maintenance/Operations, and Grounds shall be responsible for notifying department employees of the declared episode.
- d. School Principal or designee and Special Education Director/designee shall notify and transportation services be utilized for students.
- e. Once a smog/smoke episode has been declared, the procedures required by these regulations shall remain in effect until notification has been received that the episode has ended or until sunset, whichever occurs first.

2. Health Advisories

a. Sensitive (AQI 101-150)

(1) Sensitive people: includes students with asthma, other respiratory problems or heart disease, students with notes from physicians, and students who are complaining about the effects of unhealthy air.

(2) Students designated with sensitivity to unhealthy air may participate in an activity/event while self-limiting their

participation b. Unhealthy (AQI 151-200)

(1) Everyone, including healthy adults and children, should avoid prolonged periods of vigorous outdoor exercise (not to exceed 10 minutes). Short bursts of physical activity that do not increase the rate and depth of respiration for extended periods of time may be acceptable.

(2) Less vigorous activities that may be continued for extended time periods.

c. Stage 1 Smog Alert - Very Unhealthy (AQI 201-274)

(1) Any student with respiratory or heart problems, or whose physician has so requested, should be exempt from and physical activity during this stage and should remain indoors where possible. This includes students who are complaining about the effects of unhealthy air.

(2) The intent of this directive is to allow the continuance of a modified physical education and recreation program during the first stage while avoiding strenuous exercise, which might injurious to a student's health.

(3) In determining whether a proposed activity can be conducted during declared smog alert, supervising personnel shall examine each proposed activity to determine its potential for unmistakably increasing the respiration rate for an extended period. The intensity of an activity may be the deciding factor as to whether it shall be included in, or excluded from, the program of the day.

(4) Should any middle school outdoor competitions or events be scheduled, it is the responsibility of the home school principal to cancel an outdoor competition or event if a prediction is made by the S.C.A.Q.M.D. at least one hour prior to the scheduled event. This is based on the assumption that any Stage 1 alert that might develop without a prediction would be at a minimal level.

d. Stage 2 Smog Alert (AQI 275-299)

(1) All unnecessary physical activity will be avoided. Scheduled non-physical activities such as board games, video games, arts and crafts, and slow walking. Every effort should be made to keep students indoors.

(2) In the event that an unpredicted Stage 2 alert is declared, an outdoor competition or physical exercise shall cease immediately.

e. Stage 3 Smog Alert (AQI 300 or above)

All schools will be closed if notification is received by 11 a.m. on the day prior to the anticipated Stage 3.

Heat/Humidity

1. Outdoor activities by students and staff shall be modified to prevent heat stroke/heat exhaustion during hot weather.

2. When temperatures are in excess of 96 degrees Fahrenheit, the following precautions shall be taken for students involved in outdoor exercise and/or events:

a. Provide adequate time (at least 10 minutes per hour) for water breaks, rest and cooling for every half hour of physical activity.

b. Staff should review the Confidential Health Concerns notification provided by Health Service for those students who may be at risk.

c. During period of moderate to high humidity, avoid prolonged vigorous activity.

3. When temperatures are above 96 degrees Fahrenheit, the following precautions should be

taken: a. Follow items 2a and 2b above.

b. All vigorous outdoor activity may be suspended.

c. Limit outdoor activities to short periods of time.

d. Watch carefully all athletes/students and especially those with health concerns.

e. Limit athletic practices to short, non-vigorous work-outs.

Cold Weather

1. During periods of cold weather, school staff shall determine the availability of outdoor activity for students

based on: a. Wind factor

b. Student history of cold-related illness such as circulatory impairment, diabetes, etc.

2. The following precaution shall be taken to avoid cold-related illness:

a. Vary activity level according to the temperatures.

b. Avoid prolonged periods of outdoor exposure, especially during less vigorous activity.

Site Modifications

1. In addition to district regulations, each school shall establish guidelines to be used in implementation of the policy at the site. The principal/designee shall appoint a school site team to:

a. Assess the physical site, including the availability of shady areas, amount of grass, blacktop and accessibility of drinking fountains.

b. Define and identify sensitive students at the site, using the Confidential Health Concerns notification provide by health services. Consider also:

Students with notes from physicians regarding activity restrictions relative to unhealthy air and/or temperature.

c. Develop a plan to quickly notify these identified students when necessary.

d. Identify indoor areas for student activity and establish a plan for supervision.

e. Develop a list of suggested outdoor and indoor activities related to specific unhealthy air episodes, temperature extremes, and weather conditions considering school population, equipment and space available.

f. Consider modification of class schedules to allow physical education classes to be conducted in the morning.

g. Identify resources for student curriculum regarding effects of unhealthy air, temperature extreme, and preventative measures.

h. Develop a site plan based on the above considerations, with review by student Services/Health Service staff.

Heat Illnesses: Symptoms, Causes, and Immediate Treatment

Heat Illness	Symptoms	Causes	Immediate Treatment
Sunburn	<ul style="list-style-type: none"> • Redness, pain, and/or swelling of skin • Blisters • Fever & headaches 	<ul style="list-style-type: none"> ☐ Exposure to high heat and ultraviolet radiation from the sun 	<ul style="list-style-type: none"> • Leave water blisters intact to speed healing and avoid infection • If blisters break, apply dry sterile dressing • Refer serious cases to a physician
Dehydration	<ul style="list-style-type: none"> • Dry mouth • Thirst • Headache • Dizziness • Muscle cramps • Excessive fatigue • Decreased performance 	<ul style="list-style-type: none"> ☐ Lack of hydration 	<ul style="list-style-type: none"> • Move student athlete to cool environment • Initiate oral rehydration • Maintain hydration throughout • If student fails oral rehydration (due to excessive nausea or vomiting) transport to medical facility for intravenous fluids
Heat Cramps	<ul style="list-style-type: none"> • Heat cramps are muscle pains or spasms, usually in the abdomen, arms, or legs that might occur in association with strenuous activity • Frequently occur sometime later after strenuous activity, or when relaxing 	<ul style="list-style-type: none"> • Caused by heavy sweating during strenuous activity • Sweating depletes the body's salt and fluids. • Low salt levels in the muscles can cause painful cramps 	<ul style="list-style-type: none"> • Stop all activity and sit in a cool place • Drink water, clear juice, or a sports beverage • Avoid drinking alcohol, soda, caffeine and sugar drinks • Avoid strenuous activity for a few hours after the cramps subside
Heat Exhaustion	<ul style="list-style-type: none"> • Heavy sweating • Paleness • Muscle cramps • Tiredness/ weakness • Dizziness • Headache • Nausea or vomiting • Fainting • Cool & moist skin • Fast & weak pulse rate • Fast & shallow breathing 	<ul style="list-style-type: none"> • Heat exhaustion can develop after several days of exposure to high temperatures • Inadequate or unbalanced replacement of fluids • Exercising in a hot environment 	<ul style="list-style-type: none"> • Move out of the sun and seek a cool air-conditioned environment • Rest • Take a cool shower, bath, or sponge bath • Remove restrictive clothing, equipment, and helmets • Drink water, clear juice, or a sports beverage • If nausea occurs, discontinue drinking water and seek immediate medical attention
Heat Stroke	<ul style="list-style-type: none"> ☐ Rectal body 	<ul style="list-style-type: none"> ☐ Body Temperature 	<ul style="list-style-type: none"> ☐ If heat stroke is suspected, CALL 911
Heat Illness	Symptoms	Causes	Immediate Treatment

The three major forms of heat illnesses are heat cramps, heat exhaustion, and heat stroke. If a student shows any of the heat illness symptoms listed, first aid procedures are to be initiated immediately.

Return-to-Play Considerations

When staff members are determining whether or not students should return to play after exhibiting signs of or diagnosed heat illness, the following considerations must be made during the assessment.

Dehydration:

- If degree of dehydration, as assessed by the supervising staff or coach, is minor and the student is symptom-free (see symptoms list), continued participation may be deemed as acceptable.
- If there is any concern for continuation of symptoms after oral rehydration on the field the student should be held out from continued participation.

Heat Cramps:

- Student should refrain from physical activity until resolution of symptoms.
- When symptoms have resolved, student should be assessed to determine if he/she can perform at the level needed for successful participation.
- If the episode was acute or severe, the student's diet, rehydration practices, electrolyte consumption, fitness status, level of acclimatization, and use of dietary supplements should be reviewed and modified to reduce the risk of recurrence.

Heat Exhaustion:

- Student should be symptom-free and fully hydrated.
- Avoid intense practice in heat for one day to ensure recovery from fatigue and dehydration.
- Physician clearance is recommended to rule-out possible underlying condition(s) that may predispose the student athlete for further problems.

Heat Stroke:

- Student should be symptom-free and fully hydrated.
- Medical clearance from student's physician is strongly recommended.
- To avoid recurrence, be sure to rule out any underlying condition or illness that predisposed the athlete to the heat illness.
- Avoid intense practice in heat for one day to ensure recovery from fatigue and dehydration.
- Correct any acclimatization and fitness level problems before player returns to full intensity training in heat.

Lockdown Procedures

A lockdown will be initiated for one or more of the following situations: a major incident in the community, out of an abundance of caution from a site or District administrator or information from law enforcement or other public safety entity requesting a lockdown. This may include situations such as rioting, a hostage situation, or a weapon or threat on campus. For the protection of all occupants of the building, in case of a lockdown, the following procedures have been established:

1. A lockdown may be initiated by an announcement over the PA, the announcement from the lockdown button, radio communication, text or email. Gunfire or other commotion may indicate the need to immediately lockdown.
2. Lock the doors, turn off lights, close the blinds, and stay out of sight. **Do not open a door after a lockdown initiation under any circumstances.**
3. Take cover within the room and consider preparing to go on the offensive.
4. Notify police, call 911. Advise police if you know the location, description or identity of the threat, or if you need medical direction for a victim.
5. Students, staff, or visitors found outside of classrooms during a lockdown initiation are to find the nearest shelter available. They are to remain under the supervision of the staff member in this location until it has been determined it is safe to leave.
6. Ignore all other bells. If a fire bell sounds during a lockdown, you are to remain in your room or secured location until advised what to do via E-mail, text, telephone, or public address system. Do not automatically evacuate until you receive specific instructions.
7. Notify Superintendent or designated District EOC, if possible.
8. Do not attempt to restrain a student who runs outside.
9. If possible, silently take roll and account for students and staff. Notify Command Staff (via E-mail, text, or phone) of any missing persons or persons who were swept in from the outside.
10. Communication during the lockdown will take place via text or E-mail. Continue to monitor your texts or e-mail. Once the school is secured, a text or e-mail will be sent giving information relative to the situation. For extended lockdowns, regular texts or E-mails will be sent to staff members by the principal or designee to provide updates or to let you know that there is no updated information at this time.

11. Until specific directions are given, students should not use cell phones to place calls, send texts, or access the internet or social media. All cell phones must be silenced. If the lockdown lasts for an extended period of time, directions will be given to teachers by e-mail, text, or phone as to how cell phones or other communication devices may be used by students.
12. The door to your room may be opened by administration or emergency responders to put in students/visitors who are caught out in the hallways during the lock down.
13. The lockdown will be lifted when judged to be safe by the police department, district personnel, or the Incident Commander. At that time, a school wide announcement will be made, or authorized personnel will go door-to-door, with a master key, and notify each classroom individually.

PLEASE NOTE: Lockdowns may last for several hours. Using the lockdown buckets, create relief stations for students and staff using the emergency buckets.

Medical First Aid Procedures

All Medical First Aid & Morgue Teams will assign a Team Leader and report all activity and incident information to the Medical First Aid Director. The Medical First Aid Director will report to the Operations Chief. During an incident the following First Aid & Morgue procedures will be followed:

Medical First Aid Procedures

1. Retrieve Medical First Aid supplies from the emergency supplies container.
2. Set up Medical First Aid areas. This area should be in as private an area as possible.
3. As victims arrive conduct proper triage procedures.
 - Sort victims according to injury severity (Immediate, delayed) and indicate all victims with a chief complaint using a triage tag or duct tape.
 - List on the tag or tape: Category, time & victim number. If possible, identify individual.
4. Place victims in separate and distinct treatment areas, laying victims head to toe (one row per First Aid Team member).
5. If an individual must be moved, prepare victim for transport (cover all open wounds, splint fractures, and make patient comfortable).
6. Monitor victims' condition(s) and recheck periodically to evaluate if condition has changed. "Treat as you go...from head to toe."
7. Keep log of information and destinations of patients.
8. Maintain cleanliness throughout area as possible.

Search & Rescue Procedures

All Search & Rescue Teams will assign a Team Leader and report all activity and incident information to the Search & Rescue Director. The Search and Rescue Director will report to the Operations Chief. During an incident the following Search & Rescue procedures will be followed:

1. After you have taken your class to the designated assembly area, take attendance.
2. Team up with other members of your S&R team. If any of your team members do not arrive, please notify someone at the S&R Team Command Post. You may be assigned another partner.
3. If you are a team leader, get a walkie-talkie and a master key from the Sweep Team Command Post.
4. Retrieve a backpack with your supplies.
5. You will be given your assigned rooms to search based on "intel" that a person was last seen in that room.
6. Enter room only if directed or if you see or hear something requiring investigation, and then, only if it seems safe. Make a slash (\) on the door to indicate that you entered.
7. If you find any casualty, administer lifesaving first aid only. Locate a person in the area with a walkie-talkie and call for a stretcher if necessary.
8. After searching a classroom and conducting any necessary rescues, make another slash (/) to create an X upon exiting the room. Write the date and time in the upper quadrant of the X, your SR Team # in the left quadrant, any hazards discovered in the right quadrant, and number of remaining live or dead victims in the lower quadrant of the X.
9. Upon conclusion of your search, return to the Incident Command Post.

Important: While conducting a rescue, use radios for emergency contact only, such as, reporting an injured team member, requesting additional assistance to rescue victims, or reporting severe room damage and aborting the rescue.

Search & Rescue Marking System for Rooms

Enter room only if directed or if the team sees or hears something requiring investigation, and then only if it seems safe to enter. Make one slash if entering room and the other when exiting (or moving on to next room). Have paper, tape and Sharpies in S&R kit unless you just want to write on the door. Fill in as much info as possible, but if time is limited, try to at least get the time & date on there.

Other hazards might be wires down, broken glass, flooding.

Shelter in Place

Shelter in place will be initiated when there is a need for personal protection within buildings on a school campus or within a district building. Shelter may be necessary during one or more of the following situations: an incident involving an airborne contaminant from a hazardous material exposure, outdoor environment contamination, a chemical or biological spill, severe weather, a wildlife event or smoke from a local fire. For the protection of all occupants of the building the following procedures have been established:

1. An announcement will initiate Shelter-in-Place. For example, *"Shelter in Place, a hazardous chemical leak has been reported in the neighborhood surrounding our school."*
2. During an incident involving a hazardous material exposure or outdoor environment contamination the Command Staff or Campus Security Director should **immediately shut off fans and/or HVAC systems** to prevent indoor contamination. Some systems automatically provide for exchange of inside air with outside air. These systems, in particular, need to be turned off, sealed, or disabled.
3. If necessary, notify emergency responders, call 911. Advise emergency responders if you know the location of the threat or if you need medical direction for a victim.
4. Notify Superintendent or designated District EOC.
5. Immediately close doors, close windows, seal air vents, and stay inside. Do not go outdoors unless otherwise instructed. Consider precutting plastic sheeting (heavier than food wrap) to seal windows, doors, and air vents. Each piece should be several inches larger than the space you want to cover so that it lies flat against the wall. Label each piece with the location of where it fits.
6. Students, staff, or visitors found outside of classrooms during a Shelter-in-Place initiation are to find the nearest shelter available. They are to remain under the supervision of the staff member in this location until it has been determined it is safe to leave.
7. Avoid Shelter-in-Place in a room with mechanical equipment like ventilation blowers or pipes, because this equipment may not be able to be sealed from the outdoors. Gyms and auditoriums may not be able to be sealed.
8. Take roll and account for students and staff. Notify Command Staff (via email or telephone) of any missing persons or persons who were swept in from the outside. Report anyone in need of medical attention.
9. Communication during Shelter-in-Place will take place via email, P/A and/or telephone. Continue to monitor your email, information relative to the situation will be distributed. For extended Shelter-in-Place situations, regular emails will be sent to staff members by the principal or designee to provide updates or to let you know that there is no updated information at this time. NOTE: Communication with substitutes will take place via telephone. Please limit classroom telephone use to emergencies only.
10. Listen for further instructions until you are told all is safe or to evacuate. Local officials may call for evacuation in specific areas at greatest risk in your community.

Structured Reunification of Students with Parents/Guardians

Depending upon the emergency response circumstances, family reunification with children may occur offsite.

1. Upon arrival parents check in at a Request Gate, show identification, verify emergency contact, and request their child for pick up.

2. Staff direct families to the Reunion Gate while additional staff call for or collect the children to reunite with families at the Reunion Gate.

Suicide Prevention

The LJSD Board of Education recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and wellbeing, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
2. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among
3. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
4. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
5. Crisis intervention procedures for addressing suicide threats or attempts
6. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth.

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. Training materials shall include research-based approaches to addressing youth suicide, how to identify appropriate mental health resources at the school site and within the community, and when and how to refer youth and their families to resources and services. Training materials may be provided virtually for self-review. (Education Code 215) Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance abuse disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; students experiencing harassment, trauma, or violence; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, trauma, family instability, impulsivity, and other factors
3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a person's suicide risk, such as personal/social skill development including interpersonal communication skills, problem-solving skills, and accessing resources; resiliency building skills such as goal-setting, problem-solving, and coping skills; access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
7. District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide

Instruction

The district's comprehensive health education program shall promote the healthy physical, mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Recognize signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can spark feelings of hopelessness, helplessness, or worthlessness leading to self-harm including suicide
2. Personal/social skill development including decision making, coping, goal setting, interpersonal communication, analyzing influences, and managing personal health choices leading to resiliency and self-efficacy
3. Destigmatize substance abuse, trauma, mental illness, mental disorders, and self-harm including suicide
4. Identify trained and trusted adults at school or within the community as well as crisis intervention resources where youth can get help for themselves or suicidal peers intervention

Students shall be encouraged and empowered to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of self-harm, including suicide, or when they suspect or have knowledge of another student's self-harm or suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal and school counselor, nurse, or other designated qualified personnel.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code [49602](#))

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code [215](#))

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors, school psychologists, or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Preventing Youth Suicide

Warning Signs of Suicide

- Direct threats of suicide such as "I am going to kill myself".
- Indirect threats of suicide such as "I wish I could fall asleep and never wake up."
- Seeking out ways to die or kill oneself.
- Talking about feeling trapped or in unbearable pain.
- Displaying mood swings, showing rage or talking about seeking revenge.
- Prior indicated risk of suicidal or prior suicidal behavior.
- Suicidal posts, plans, notes, or messages.
- Deliberate self-injury such as running into traffic, jumping from heights, or cutting/scratching/markings the body.
- Unusual changes in behavior, appearance, feelings, or actions.

The more of these signs, the greater the risk.

NASP, 2015 and National Suicide Prevention Lifeline, 2018

What to Do if Warning Signs Exist

- Try to remain calm.
- Provide constant supervision, do not leave the person alone.
- Remove any firearms, alcohol, drugs, or sharp objects that could contribute to a suicide attempt.
- Ask: "Are you thinking about suicide?"
- Listen and focus on concern for the person in non-judgmental tones and words.
- Seek immediate support from your pediatrician, community mental health provider, local police mental health team, or hospital. You may also phone 1-800-273-8255 24/7 for immediate support.

NASP, 2015 and National Suicide Prevention Lifeline, 2018

Suicidal Risk Factors

Individual level: history of depression and other mental illnesses, hopelessness, substance abuse, certain health conditions, previous suicide attempt, violence, victimization and perpetration, and genetic and biological determinants.

Relationship level: high conflict or violent relationships, sense of isolation and lack of social support, family/loved one's history of suicide, stress at work, school, or with finances.

Community level: inadequate social or community connections, barriers to or lack of health care.

Social level: availability of lethal means of suicide, unsafe media portrayals of suicide, stigma associated with help-seeking and mental illness.

CDC, 2017

Suicidal Protective Factors

- Implement "Safe Storage Practices" including locking drugs/medicines, guns/weapons, sharp objects.
- Teach, model, and reinforce resiliency skills such as coping strategies, conflict resolution, critical thinking, and emotional expression skills.
- Participate in parent/child relationship-building programs that enhance positive parent/child interactions and improve child's behavioral, social, and emotional skills and abilities.
- Work with professionals to help the person at risk create a safety plan.
- When talking, blogging, commenting, social networking about suicide, include stories of hope, resiliency, and coping skills as well as the warning signs and links to treatment, services, and helplines.

CDC, 2017

DOCUMENTATION & RECORDKEEPING

In this section, compliance with SEMS shall be documented in areas of planning (development, revisions, reviews), training, exercises (drills), and performance (activities performed during emergency where SEMS was implemented) per California Code of Regulations, Title 19, Division 2, Chapter 1, §2443 (b).

Planning Recordkeeping

Planning records of the emergency plan and procedures pursuant to the SEMS regulation will be maintained as documentation of compliance. Planning may include the development, revisions, or changes made to the plan or its procedures.

Exercises Recordkeeping

Documentation of SEMS emergency plan and procedures exercises performed throughout the year will be maintained as records of compliance. Exercises may include mandated drills and participation in the great shakeout drill.

Training Recordkeeping

SEMS training provided for identified emergency response personnel is documented and records are maintained within the program or integrated with the District's training documentation. Training records for employees holding an emergency response role should be maintained for the duration of his/her employment.

The following training records will be maintained:

1. Name of the training course
2. Name of instructor
3. Location of training
4. Date of training
5. Documentation of the school's SEMS training program (including copies of the training materials used, such as, instructor syllabus, lesson plans, exercises, and tests).

**El Portal Elementary School
Comprehensive School Safety Plan Signature Page
2023-2024**

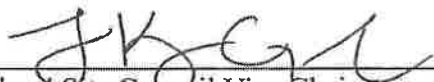
The undersigned members of the El Portal School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.



Ms. Amanda Malm, Principal

1/19/24

Date



School Site Council Vice Chairperson

1.19.24

Date



Classified Employee Association Representative

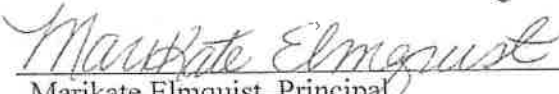
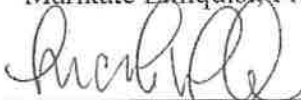

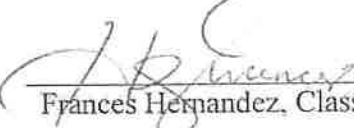
1/19/24

Date

Student - Optional

**Jordan Elementary
Comprehensive School Safety Plan Signature Page
2023-2024**

The undersigned members of the Jordan Elementary School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

 Marikate Elmquist, Principal	02/26/24 Date
 Nicole Ulloa, Teacher's Association Representative	2/26/24 Date
 Rachel Johnson, School Site Council	2/26/2024 Date
 Frances Hernandez, Classified Employee Association Representative	2/26/2024 Date

Fire Departments:

La Habra Heights Fire Department 911
 1245 Hacienda Rd, La Habra Heights, CA 90631

LA County Fire Department Station 191
 101 W La Habra Blvd, La Habra, CA 90631

LA County Fire Department Station 15
 11460 Santa Gertrudes Ave, Whittier, CA 90604

Police Departments:

La Habra Police Department (562) 383-4300
 150 N Euclid St, La Habra, CA 90631

Whittier Police Department (562) 567-9200
 13200 Penn St, Whittier, CA 90602

LA County Sheriff/East Whittier (562) 863-8711
 12440 Imperial Hwy #650, Norwalk, CA 90650

LA County Sheriff/La Habra Heights (562) 694-5923
 150 North Hudson Ave.
 City of Industry, CA 91744

Preface

The Comprehensive School Safety Plan is designed to be utilized as a school resource for prevention/mitigation, preparedness, response and recovery planning and training as well as functioning as a template for meeting the requirements for the annual Safety Plan Process under SB 187 and the National Incident Management System. It is designed to be a hard copy Safety Plan.

The template is to be used as a living document to be updated as necessary to meet site, district and community needs, forms or requirements.

It is *NOT* intended to be a “grab and go” guide in an actual emergency.

This document is available for public inspection during regular business hours at Meadow Green

NOTE: Tactical information is excluded from the public inspection document. A “Public Inspection Log” will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet

**MacyElementary
Comprehensive School Safety Plan Signature Page
2023-2024**

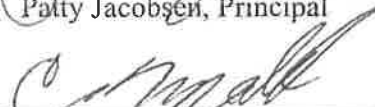
The undersigned members of the Macy School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.



Patty Jacobsen, Principal

10.23.23

Date



Christian Mangold, Teacher’s Association Representative

10.23.23

Date



Chelsea Shrainger, School Site Council Chairperson

10.23.23

Date



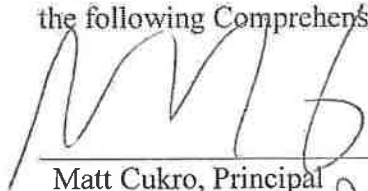
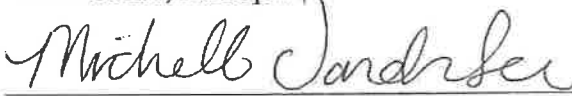

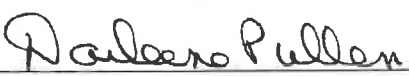
Chelsea Shrainger, Classified Employee Association Representative

10.23.23

Date

**Meadow Green Elementary School
Comprehensive School Safety Plan Signature Page
2023-2024**

The undersigned members of the Meadow Green School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

	9-21-23
_____ Matt Cukro, Principal	Date
	9/21/23
_____ Michelle Van der Lee, Teacher's Association Representative	Date
	9-21-23
_____ Jocelyn Bolanos, School Site Council Chairperson	Date
	9-21-23
_____ Darleene Pullen, Classified Employee Association Representative	Date

Fire Departments:

911

La Habra Heights Fire Department
1245 Hacienda Rd, La Habra Heights, CA 90631

LA County Fire Department Station 191
101 W La Habra Blvd, La Habra, CA 90631

LA County Fire Department Station 15
11460 Santa Gertrudes Ave, Whittier, CA 90604

Police Departments:

La Habra Police Department
150 N Euclid St, La Habra, CA 90631 (562) 383-4300

Whittier Police Department
13200 Penn St, Whittier, CA 90602 (562) 567-9200

LA County Sheriff/East Whittier
12440 Imperial Hwy #650, Norwalk, CA 90650 (562) 863-8711

LA County Sheriff/La Habra Heights
150 North Hudson Ave.
City of Industry, CA 91744 (562) 694-5923

Preface

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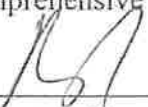
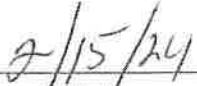
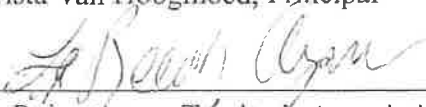
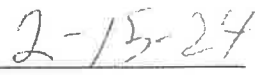
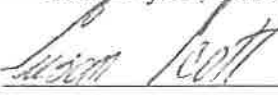
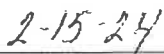
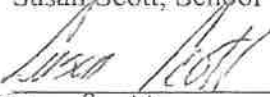
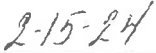
It is *NOT* intended to be a “grab and go” guide in an actual emergency.

This document is available for public inspection during regular business hours at 950 S. Briercliff Drive, La Habra, CA 90631.

NOTE: Tactical information is excluded from the public inspection document. A “Public Inspection Log” will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection of the internet.

**Olita School
Comprehensive School Safety Plan Signature Page
2023-2024**

The undersigned members of the Olita School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

 _____ Krista Van Hoogmoed, Principal	 _____ Date
 _____ La Reina Ayers, Teacher's Association Representative	 _____ Date
 _____ Susan Scott, School Site Council Chairperson	 _____ Date
 _____ Susan Scott, Classified Employee Association Representative	 _____ Date

Preface

The Comprehensive School Safety Plan is designed to be utilized as a school resource for prevention/mitigation, preparedness, response and recovery planning and training as well as functioning as a template for meeting the requirements for the annual Safety Plan Process under SB 187 and the National Incident Management System. It is designed to be a hard copy Safety Plan.

The template is to be used as a living document to be updated as necessary to meet site, district and community needs, forms or requirements.

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This document is available for public inspection during regular business hours at 16430 Woodbrier Dr. Whittier, CA 90604-4099.

NOTE: Tactical information is excluded from the public inspection document. A “Public Inspection Log” will be used to record the name, address, phone number and method used for verifying the identity of all individuals requesting to inspect this plan. This document is not available for inspection on the internet

**Rancho-Starbuck Intermediate School
Comprehensive School Safety Plan Signature Page
2023-2024**

The undersigned members of the Rancho-Starbuck School Site Council certify that the requirements of California Education Code 32280-32282 have been met in the development of the following Comprehensive School Safety Plan.

 11/2/23

Dr. Jennifer Jackson, Principal Date

 11/2/23

School Site Council Vice Chairperson Date

 11/2/2023

Classified Employee Association Representative Date

 11/2/2023

Student Optional Date

**LOWELL JOINT SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/04/2024**

FROM 01/01/2024 TO 01/31/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T99B0015	PQ BIDS INC.	15,000.00	15,000.00	2121-0000-0-5880-0000-8500-012-000000000	BF-Unrest-Not Applicable / Other
T99B0016	U.S. BANK	250.00	250.00	0101-0000-0-5800-0000-8500-012-000000000	GF-Unrest-Not Applicable /
T99B0017	WHITTIER CHRISTIAN HIGH SCHOOL	68,250.00	68,250.00	2121-0000-0-5800-0000-8500-115-000000000	RS/Interim Maybrook /
T99B0018	FORMA ENGINEERING & CONTRACTIN	12,400.00	12,400.00	4040-0000-0-6200-0000-8500-015-000000000	WF-Unrest-Not Applicable / Bidg &
T99B0019	CALIFORNIA DEPARTMENT OF EDUCA	2,940.00	2,940.00	2121-0000-0-6219-0000-8500-008-000000000	BF-Unrest-Not Applicable / CDE Plan
T99F0090	BEST LAWNMOWER INC.	1,568.61	1,568.61	0101-0000-0-5630-0000-8111-0225-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0091	SOUTHWEST SCHOOL SUPPLY	286.56	286.56	0101-0000-0-4300-0000-8110-015-000000000	GF-Unrest-Not Applicable / Materials and
T99F0093	BRUCE CAMPBELL SAND & GRAVEL	1,163.69	1,163.69	0101-0000-0-5630-0000-8110-001-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0094	IMAGE APPAREL FOR BUSINESS	670.76	670.76	0101-0000-0-5895-0000-8110-025-000000000	GF-Unrest-Not Applicable / Uniforms
T99F0095	FRANKLIN MECHANICAL SYSTEMS IN	1,300.00	1,300.00	0101-0000-0-5630-0000-8110-004-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0096	ABES PLUMBING INC.	2,500.00	2,500.00	0101-0000-0-5630-0000-8110-001-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0097	ORBIT EVENT RENTALS	3,200.00	3,200.00	0101-0000-0-5610-0000-8110-011-000000000	GF-Unrest-Not Applicable / Rentals &
T99F0098	F.M. THOMAS AIR CONDITIONING	555.00	555.00	0101-0000-0-5630-0000-8110-004-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0099	EMCOR SERVICES	625.00	625.00	0101-0000-0-5630-0000-8110-001-000000000	GF-Unrest-Not Applicable / Repairs or
T99F0100	F.M. THOMAS AIR CONDITIONING	3,378.32	3,378.32	0101-0000-0-5630-0000-8110-004-000000000	GF-Unrest-Not Applicable / Repairs or
T99M0280	AMERICAN EXPRESS	449.99	449.99	0101-3010-0-4300-1110-1000-009-00020006	Olita-SPSA G6/A2 / Materials and Supplie
T99M0281	AMERICAN EXPRESS	263.88	263.88	1313-5310-0-4300-0000-3700-311-000000000	NutritionServ/RS / Materials and Supplies
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T99M0284	AMERICAN EXPRESS	375.45	375.45	0101-3010-0-4300-1110-1000-004-00010002	Title-Jordan/SPG1A2 / Materials and
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LOWELL JOINT SD PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 03/04/2024

FROM 01/01/2024 TO 01/31/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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T99M0289	AMERICAN EXPRESS	135.00	135.00	0101-0000-0-5300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Dues and
T99M0290	AMERICAN EXPRESS	21.15	21.15	0101-0000-0-5200-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Travel and
T99M0291	AMERICAN EXPRESS	4,200.00	4,200.00	0101-4035-0-5200-0000-2110-612-000000401	TII-EdServ-G4A1 / Travel and Conference
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T99M0294	AMERICAN EXPRESS	86.49	86.49	0101-0058-0-4300-1110-1000-008-00000108	GF-SiteAllocMG / Materials and Supplies
T99M0295	AMERICAN EXPRESS	1,600.00	1,600.00	0101-4035-0-5200-0000-2110-612-000000401	TII-EdServ-G4A1 / Travel and Conference
T99M0296	AMERICAN EXPRESS	24.24	24.24	0101-9564-0-4300-5760-1110-001-00000000	MedCal-EP/SpEd / Materials and Supplies
T99M0297	AMERICAN EXPRESS	30.60	30.60	0101-0058-0-4300-1110-1000-008-00000108	GF-SiteAllocMG / Materials and Supplies
T99M0298	AMERICAN EXPRESS	157.11	157.11	0101-0084-0-4300-0000-2700-004-00000107	TECH ALLOC-JOR / Materials and
T99M0299	AMERICAN EXPRESS	89.27	89.27	0101-3010-0-4300-1110-1000-004-00010002	TitleI-Jordan/SPG1A2 / Materials and
T99M0300	AMERICAN EXPRESS	399.00	399.00	0101-6300-0-5810-1110-1000-012-00000106	GF-Lottery-Not Applicable /
T99M0301	AMERICAN EXPRESS	12.69	12.69	0101-6762-0-4300-1751-1000-612-00000000	LJYT-ArtMusicBlkGrt / Materials and
T99M0302	AMERICAN EXPRESS	164.67	164.67	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99M0303	AMERICAN EXPRESS	45.45	45.45	0101-0059-0-4300-1110-1000-009-00000108	GF-SiteAllocOL / Materials and Supplies
T99M0304	FULLERTON COLLEGE JAZZ FESTIVA	286.00	286.00	0101-0511-0-4300-1720-1030-011-00000108	GF-SiteAllocRS / Materials and Supplies
T99M0305	AMERICAN EXPRESS	641.00	641.00	0101-0511-0-4300-1720-1030-011-00000108	GF-SiteAllocRS / Materials and Supplies
T99M0306	AMERICAN EXPRESS	1,840.00	1,840.00	0101-4203-0-5200-1110-1005-016-00000000	GF-ESSA-TitleIIEL-Not Applica / Travel
T99M0307	AMERICAN EXPRESS	342.70	342.70	0101-0511-0-4300-1110-1030-011-00000108	GF-SiteAlloc RS / Materials and Supplies
T99M0309	AMERICAN EXPRESS	390.61	390.61	0101-3010-0-4300-1110-1000-004-00010002	TitleI-Jordan/SPG1A2 / Materials and
T99M0310	AMERICAN EXPRESS	61.65	61.65	0101-6500-0-4300-5760-1110-008-00000000	GF-SpEd-Not Applicable / Materials and

**LOWELL JOINT SD
PURCHASE ORDER DETAIL REPORT**

BOARD OF TRUSTEES MEETING 03/04/2024

FROM 01/01/2024 TO 01/31/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T99M0311	*** CONTINUED ***	45.97	45.97	0101-0098-0-4400-1110-1000-008-00000108	GF-DonMdwGreen / Non Capitalized
T99M0311	AMERICAN EXPRESS	236.67	236.67	0101-0098-0-4300-1110-1000-008-00000108	GF-DonMdwGreen / Materials and Supplie
T99M0312	AMERICAN EXPRESS	184.79	184.79	0101-0088-0-4300-0000-2700-008-00000107	GF-Tech Alloc MG / Materials and Supplie
T99M0313	AMERICAN EXPRESS	45.89	45.89	0101-9564-0-4300-5760-1110-011-00000000	MedCal/SE-RS / Materials and Supplies
T99M0314	AMERICAN EXPRESS	4,818.65	4,818.65	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99M0315	AMERICAN EXPRESS	1,398.53	1,398.53	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99M0316	AMERICAN EXPRESS	75.76	75.76	0101-0059-0-4300-1110-1000-009-00000108	GF-SiteAllocOL / Materials and Supplies
T99M0317	AMERICAN EXPRESS	824.12	824.12	0101-0511-0-4300-1110-1030-011-00000108	GF-SiteAlloc RS / Materials and Supplies
T99M0318	AMERICAN EXPRESS	398.02	398.02	0101-0511-0-4300-1110-1030-011-00000108	GF-SiteAlloc RS / Materials and Supplies
T99M0319	AMERICAN EXPRESS	6,061.55	6,061.55	1313-5310-0-6400-0000-3700-038-00000000	NutritionServ/MG / Equipment
T99N0031	ACTION SALES	8,000.00	8,000.00	1313-5310-0-4700-0000-3700-038-00000000	NutritionServ/MG / Food
T99N0032	GAFE PIZZA	38,100.00	7,600.00	1313-5310-0-4700-0000-3700-034-00000000	NutritionServ/Jordan / Food
T99N0033	JP PIZZA INC	19,400.00	30,500.00	1313-5310-0-4700-0000-3700-311-00000000	NutritionServ/RS / Food
T99N0034	MAR PIZZA INC.	394.00	7,500.00	1313-5310-0-4700-0000-3700-031-00000000	NutritionServ/EP / Food
T99N0035	COUNTY OF LOS ANGELES -ENVIRON	286.56	5,700.00	1313-5310-0-4700-0000-3700-036-00000000	NutritionServ/Macy / Food
T99R0328	SOUTHWEST SCHOOL SUPPLY	148.62	6,200.00	1313-5310-0-4700-0000-3700-039-00000000	NutritionServ/Olita / Food
T99R0329	SOUTHWEST SCHOOL SUPPLY	559.77	197.00	1313-5310-0-4300-0000-3700-034-00000000	NutritionServ/Jordan / Materials and
T99R0330	SOUTHWEST SCHOOL SUPPLY	286.56	197.00	1313-5310-0-4300-0000-3700-038-00000000	NutritionServ/MG / Materials and Supplies
		148.62	286.56	0101-0000-0-4300-0000-8110-015-00000000	GF-Unrest-Not Applicable / Materials and
		559.77	148.62	0101-0000-0-4300-0000-8110-012-00000000	GF-Unrest-Not Applicable / Materials and
		156.36	156.36	0101-0000-0-4300-0000-2100-012-00000000	GF-Unrest-Not Applicable / Materials and
		247.06	156.35	0101-9564-0-4300-5001-1195-412-00000000	MedCal/SE-OthSpecsServ / Materials and
			247.06	1212-2600-0-4300-0000-2700-620-00000000	ELOP/Admin. / Materials and Supplies

LOWELL JOINT SD
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T99R0331	FULLERTON JOINT UNION HS DIST	423.36	423.36	0101-6762-0-5850-1751-1000-612-00000503	LJYT/ArtMusicLG5A3 / Conslt/Ind
T99R0332	RAPTOR	200.26	200.26	0101-0081-0-4300-1110-1000-001-00000107	GF-TechAllocEP / Materials and Supplies
T99R0333	ANAHEIM ELEMENTARY SCHOOL DIST	700.00	700.00	0101-6762-0-5850-1751-1000-612-00000503	LJYT/ArtMusicLG5A3 / Conslt/Ind
T99R0334	PAPER EDUCATION AMERICA INC.	3,480.40	3,480.40	0101-7435-0-5810-1714-1080-612-00000501	LREBGP-D/Gate-LG5A1 /
T99R0335	LINKEDIN CORPORATION	2,316.00	2,316.00	0101-6266-0-5810-0000-2150-612-00000000	EdEffect/Inst.Support /
T99R0336	EMERGENCYKITS.COM	4,214.53	4,214.53	0101-0058-0-4300-0000-2700-008-00000108	GF-SiteAllocMG / Materials and Supplies
T99R0337	ROBERTSON'S	969.78	969.78	0101-0000-0-5630-0000-8110-009-00000000	GF-Unrest-Not Applicable / Repairs or
T99R0338	OCDE	282.69	282.69	0101-6500-0-5800-5760-1110-012-00000000	GF-SpEd-Not Applicable /
T99R0339	BUENA PARK PLAQUE & TROPHY	23.71	23.71	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99R0340	CULVER-NEWLIN	4,905.03	4,905.03	0101-0000-0-4300-1110-1000-012-00000000	GF-Unrest-Not Applicable / Materials and
T99R0341	BULKBOOK STORE	472.16	472.16	0101-0058-0-4300-1110-1000-008-00000108	GF-SiteAllocMG / Materials and Supplies
T99R0342	BYRDSEED LLC	6,000.00	6,000.00	0101-0000-0-5810-0000-2100-012-00000000	GF-Unrest-Not Applicable /
T99R0343	AMERICAN EXPRESS	308.70	308.70	0101-0091-0-4300-1110-1000-001-00000000	GF-DonEI Portal-Not Applicable / Materia
T99R0344	PRO-ED	185.22	185.22	0101-6500-0-4300-5760-1190-012-00000000	GF-SpEd-Not Applicable / Materials and
T99R0345	ALLIANCE OF SCHOOLS FOR COOPER	5,000.00	5,000.00	0101-0000-0-5450-0000-7200-012-00000000	GF-Unrest-Not Applicable / Other Insuran
T99R0346	SENTRY SIGNS & PRINTING	281.45	281.45	0101-0056-0-4300-0000-2700-006-00000000	GF-SiteAllocMA-Not Applicable /
T99R0347	VERIZON WIRELESS-LA	1,327.12	1,327.12	0101-9564-0-4300-5760-3140-412-00000000	MedCal/SE-Health / Materials and Supplie
T99R0348	PTM DOCUMENT SYSTEMS	50.16	50.16	0101-0000-0-4300-0000-7200-012-00000000	GF-Unrest-Not Applicable / Materials and
T99R0349	WPS	1,204.35	1,204.35	0101-6500-0-4300-5760-3120-012-00000000	GF-SpEd-Not Applicable / Materials and
T99R0350	PLUSOPTIX INC	5,518.02	5,518.02	0101-0000-0-4400-0000-3140-012-00000000	DO/Health Services / Non Capitalized
T99R0351	DYNAMIC VISION OPTOMETRY	1,500.00	1,500.00	0101-9564-0-5800-5760-1110-412-00000000	MedCal/SpEd / Prof/ConsultingServ&Ope
T99R0352	ATKINSON ANDELSON LOYA RUUD &	159.00	159.00	0101-9564-0-5200-5001-1195-412-00000000	MedCal/SE-OthSpecServ / Travel and
T99R0353	LAKESHORE LEARNING MATERIALS L	252.47	252.47	0101-9564-0-4300-5730-1110-008-00000000	MediCal-SE/MG Preschool / Materials and

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T99R0354	COYOTE FFA ALUMNI & SUPPORTERS	190.00	190.00	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99R0355	BUENA PARK PLAQUE & TROPHY	1,206.80	1,206.80	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99R0356	OCDE	4,500.00	4,500.00	0101-0511-0-4300-1110-1030-011-00000108	GF-SiteAlloc RS / Materials and Supplies
T99R0357	NCS PEARSON INC.	472.44	186.05	0101-9564-0-4300-5760-1190-412-00000000	MedCal/SLP-SE / Materials and Supplies
			286.39	0101-9564-0-4300-5760-3120-412-00000000	MedCal/Psych-SE / Materials and Supplies
T99R0358	PAUL LUNA / LUNA INK	700.00	700.00	0101-0511-0-4300-1110-1030-011-00000108	GF-SiteAlloc RS / Materials and Supplies
T99R0359	ONE STOP CELLULAR	150.26	150.26	0101-6500-0-4300-5760-1110-008-00000000	GF-SpEd-Not Applicable / Materials and
T99R0360	AERIES SOFTWARE	1,199.00	1,199.00	0101-0000-0-5200-0000-2100-012-00000000	GF-Unrest-Not Applicable / Travel and
T99R0361	LAKESHORE LEARNING MATERIALS L	175.92	175.92	1212-6053-0-4300-0001-1002-604-00000204	UPK/Jordan PS / Materials and Supplies
T99R0362	THINKING MAPS	1,080.00	1,080.00	0101-4035-0-5810-1110-1000-012-00000000	GF-ESSA-Title II-Not Applicabl /
T99R0363	LAKESHORE LEARNING MATERIALS L	560.84	390.49	0101-9564-0-4300-5730-1110-008-00000000	MediCal-SE/MG Preschool / Materials and
			170.35	0101-9564-0-4300-5760-1110-004-00000000	MedCal/SE-Jordan / Materials and Supplie
T99R0364	BUENA PARK PLAQUE & TROPHY	581.85	581.85	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99R0365	RIVERSIDE INSIGHTS	2,101.35	2,101.35	0101-9564-0-4300-5760-3120-412-00000000	MedCal/Psych-SE / Materials and Supplies
T99R0366	WALNUT VALLEY UNIFIED SCHOOL D	63,000.00	63,000.00	0101-0000-0-4300-0000-7100-112-00000000	GF_UNRESTRICTED_SUPT / Materials
T99R0367	DIFFERENT ROADS TO LEARNING IN	1,092.21	1,092.21	0101-9564-0-4300-5730-1110-008-00000000	MediCal-SE/MG Preschool / Materials and
T99T0032	ATKINSON ANDELSON LOYA RUUD &	89.00	89.00	0101-0888-0-5200-0000-7200-012-00000000	GF-Technology-Not Applicable / Travel ar
T99T0033	DATA IMPRESSIONS	10,300.00	1,545.00	0101-0888-0-5810-1110-1000-001-00000000	GF-Technology-Not Applicable /
			1,545.00	0101-0888-0-5810-1110-1000-004-00000000	GF-Technology-Not Applicable /
			1,545.00	0101-0888-0-5810-1110-1000-006-00000000	GF-Technology-Not Applicable /
			1,545.00	0101-0888-0-5810-1110-1000-008-00000000	GF-Technology-Not Applicable /
			1,545.00	0101-0888-0-5810-1110-1000-009-00000000	GF-Technology-Not Applicable /
			2,575.00	0101-0888-0-5810-1110-1000-011-00000000	GF-Technology-Not Applicable /
T99X0018	SOUTHWEST SCHOOL SUPPLY	7,000.00	3,500.00	0101-0056-0-4300-0000-2700-006-00000108	GF-SiteAllocMA-Not Applicable /

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T99X0018	*** CONTINUED ***		3,500.00	0101-0056-0-4300-1110-1000-006-00000108	GF-SiteAllocMA / Materials and Supplies
T99Y0009	CSM CONSULTING INC.	10,000.00	10,000.00	0101-0888-0-5810-0000-7200-012-00000000	GF-Technology-Not Applicable /
	Fund 01 Total:	187,812.18			
	Fund 12 Total:	422.98			
	Fund 13 Total:	72,219.43			
	Fund 21 Total:	86,190.00			
	Fund 40 Total:	12,400.00			
	Total Amount of Purchase Orders:	359,044.59			

LOWELL JOINT SD
Consolidated Check Register
 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99 00004952	V9900016	PAUL LUNA / LUNA INK	785	OH	01/03/2024		MW	IS	1,500.00
99 00004953	V9900172	SCHOOL SERVICES OF CALIFORNIA	W133118-IN	OH	01/03/2024		MW	IS	195.00
99 00004954	V9900180	SPARKLETTTS	5734879 121723	OH	01/03/2024		MW	IS	158.37
99 00004955	V9900016	PAUL LUNA / LUNA INK	785	OH	01/03/2024		MW	IS	1,000.00
99 00004956	F9900011	BEST LAWNMOWER INC.	109610	OH	01/10/2024		MW	IS	2,293.81
99 00004957	E9900051	DAVID BENNETT	12082023	OH	01/10/2024		MW	IS	42.00
99 00004958	F9900038	ICS SERVICE COMPANY	38356	OH	01/10/2024		MW	IS	1,414.50
99 00004959	F9900040	JAMES HARDWARE COMPANY	2312-076913	OH	01/10/2024		MW	IS	28.76
99 00004960	U9900003	MCI A VERIZON COMPANY	409110119	OH	01/10/2024		MW	IS	21.72
99 00004961	V9900172	SCHOOL SERVICES OF CALIFORNIA	0140314-IN	OH	01/10/2024		MW	IS	1,300.00
99 00004962	U9900004	SOUTHERN CALIFORNIA EDISON	1201123123MA	OH	01/10/2024		MW	IS	14,889.48
99 00004963	U9900005	SOUTHERN CALIFORNIA GAS CO	1128122823	OH	01/10/2024		MW	IS	1,056.55
99 00004964	V9900179	SOUTHWEST SCHOOL SUPPLY	6000217728	OH	01/10/2024		MW	IS	3,010.80
99 00004965	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	01/10/2024		VM	VD	0.00
99 00004966	V9900179	SOUTHWEST SCHOOL SUPPLY	6000216949	OH	01/10/2024		MW	IS	2,608.82
99 00004967	V9900179	SOUTHWEST SCHOOL SUPPLY	6000237907	OH	01/10/2024		MW	IS	148.62
99 00004968	U9900006	SUBURBAN WATER SYSTEMS	180071609474	OH	01/10/2024		MW	IS	5,889.49
99 00004969	U9900008	T-MOBILE	1121122023	OH	01/10/2024		MW	IS	164.92
99 00004970	U9900009	VERIZON WIRELESS-LA	9951915637	OH	01/10/2024		MW	IS	612.63
99 00004971	U9900010	WARE DISPOSAL	1398035	OH	01/10/2024		MW	IS	3,995.23
99 00004972	U9900006	DEBRA AMOS dba FEEDING DREAMS	23-12	OH	01/10/2024		MW	IS	750.00
99 00004973	V9903259	A-TECH CONSULTING INC	233115	OH	01/10/2024		MW	IS	37,271.00
99 00004974	V9900007	ACTION TROPHY	93056	OH	01/11/2024		MW	IS	218.12
99 00004975	V9900013	AMERICAN EXPRESS	XT5CXMDT6	OH	01/11/2024		MW	IS	8,989.22
99 00004976	S9990001	BEHAVIOR AND EDUCATION INC	6969638	OH	01/11/2024		MW	IS	10,526.00
99 00004977	F9900014	BUG FLIP	69627	OH	01/11/2024		MW	IS	900.00
99 00004978	U9900001	CITY OF LA HABRA WATER DEPARTM	12222023	OH	01/11/2024		MW	IS	2,819.13
99 00004979	V9900056	DELTA DENTAL OF CALIFORNIA	BE005870946-JAN	OH	01/11/2024		MW	IS	2,506.18
99 00004980	V9900076	FULLERTON JOINT UNION HS DIST	70TI0147	OH	01/11/2024		MW	IS	423.36
99 00004981	V9903673	GOODMAN TREE SERVICE	12192023	OH	01/11/2024		MW	IS	3,800.00
99 00004982	V9903376	GoTo Communications Inc.	IN7102532446	OH	01/11/2024		MW	IS	4,797.02
99 00004983	V9900087	IMAGE APPAREL FOR BUSINESS	STD INV312865	OH	01/11/2024		MW	IS	1,085.40
99 00004984	E9900084	JIM COOMBS	12212023	OH	01/11/2024		MW	IS	232.32
99 00004985	V9903685	OC PUMP	155379	OH	01/11/2024		MW	IS	3,141.87

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 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs Check Date	Cancel Date	Type	Status	Check Amount
99 00004986	F9900053	PEST OPTION INC.	438917	OH 01/11/2024		MW	IS	1,397.10
99 00004987	V9900004	SOUTHERN CALIFORNIA EDISON	1205010424OL	OH 01/11/2024		MW	IS	2,571.39
99 00004988	V9903552	SOUTHERN CALIFORNIA SENSORY SC	1040	OH 01/11/2024		MW	IS	851.40
99 00004989	V9900006	SUBURBAN WATER SYSTEMS	180052022580	OH 01/11/2024		MW	IS	6,553.32
99 00004990	F9900069	WALTERS WHOLESale ELECTRIC	S124404685.003	OH 01/11/2024		MW	IS	421.84
99 00004991	V9900013	AMERICAN EXPRESS	114-6936965-5380	OH 01/11/2024		MW	IS	220.10
99 00004992	V9903531	DAVIS, SUMMER	S.DAVIS DEC 2023	OH 01/11/2024		MW	IS	315.00
99 00004993	V9900013	AMERICAN EXPRESS	112-5426732-2072	OH 01/11/2024		MW	IS	263.88
99 00004994	E9900177	RUTH DEL ORBE	12072023	OH 01/11/2024		MW	IS	26.33
99 00004995	E9900210	VERONICA MARTINEZ	12052023	OH 01/11/2024		MW	IS	22.80
99 00004996	N9900004	DRIFTWOOD DAIRY	NOV2023	OH 01/12/2024		MW	IS	9,146.44
99 00004997	V9900048	GSM CONSULTING INC.	16866	OH 01/17/2024		MW	IS	2,125.00
99 00004998	V9900076	FULLERTON JOINT UNION HS DIST	70T10091	OH 01/17/2024		MW	IS	952.56
99 00004999	F9900033	GLASBY MAINTENANCE SUPPLY	338957A	OH 01/17/2024		MW	IS	7,371.22
99 00005000	V9903412	NATALY BENTON	12192023	OH 01/17/2024		MW	IS	827.31
99 00005001	V9900129	NCS PEARSON INC.	23877338	OH 01/17/2024		MW	IS	1,100.00
99 00005002	V9903709	ROBERTSON'S	373233	OH 01/17/2024		MW	IS	969.78
99 00005003	VOID.CONTI	Void - Continued Stub	CONTINUE	OH 01/17/2024		VM	VD	0.00
99 00005004	V9900179	SOUTHWEST SCHOOL SUPPLY	6000153454	OH 01/17/2024		MW	IS	759.13
99 00005005	V9900179	SOUTHWEST SCHOOL SUPPLY	600147570	OH 01/17/2024		MW	IS	2,007.68
99 00005006	V9900008	T-MOBILE	1204010324	OH 01/17/2024		MW	IS	135.00
99 00005007	F9900059	THE HOME DEPOT PRO INSTITUTION	781430772	OH 01/17/2024		MW	IS	3,828.52
99 00005008	F9900060	THE SHERWIN-WILLIAMS CO.	46015	OH 01/17/2024		MW	IS	120.08
99 00005009	V9903521	YMCA OF ORANGE COUNTY	NOV23ELOPPGRM	OH 01/17/2024		MW	IS	46,680.27
99 00005010	B9990010	ERICKSON-HALL CONSTRUCTION	PAY APP #6	OH 01/17/2024		MW	IS	1,483,903.80
99 00005011	V9903599	SPEC. CONSTRUCTION CO. INC	PAY APP 5	OH 01/18/2024		MW	IS	88,635.95
99 00005012	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VSR	OH 01/22/2024		MW	IS	6,085.02
99 00005013	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24DDR	OH 01/22/2024		MW	IS	29,530.28
99 00005014	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VLIFBU	OH 01/22/2024		MW	IS	1,274.46
99 00005015	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VSA	OH 01/22/2024		MW	IS	241.70
99 00005016	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24DDA	OH 01/22/2024		MW	IS	1,162.50
99 00005017	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VLIFBU	OH 01/22/2024		MW	IS	58.83
99 00005018	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VSA	OH 01/22/2024		MW	IS	290.04
99 00005019	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	JAN24DDA	OH 01/22/2024		MW	IS	1,395.00

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 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99	00005020	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VLIFBU	OH	01/22/2024		MW	IS	59.72
99	00005021	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VSR	OH	01/22/2024		MW	IS	37.45
99	00005022	ALLIANCE OF SCHOOLS FOR COOPER	JAN24DDR	OH	01/22/2024		MW	IS	181.47
99	00005023	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VLIFBU	OH	01/22/2024		MW	IS	4.76
99	00005024	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VSA	OH	01/22/2024		MW	IS	24.17
99	00005025	ALLIANCE OF SCHOOLS FOR COOPER	JAN24DDA	OH	01/22/2024		MW	IS	116.25
99	00005026	ALLIANCE OF SCHOOLS FOR COOPER	JAN24VLIFAD	OH	01/22/2024		MW	IS	8.65
99	00005027	BRUCE CAMPBELL SAND & GRAVEL	202312-33	OH	01/23/2024		MW	IS	1,163.69
99	00005028	BUG FLIP	69990	OH	01/23/2024		MW	IS	25.00
99	00005029	CANNINGS HARDWARE LA HABRA	498098	OH	01/23/2024		MW	IS	101.92
99	00005030	CITY OF LA HABRA	LH-23-547AR	OH	01/23/2024		MW	IS	1,705.92
99	00005031	GLASBY MAINTENANCE SUPPLY	338608B	OH	01/23/2024		MW	IS	2,934.75
99	00005032	NCS PEARSON INC.	23873986	OH	01/23/2024		MW	IS	2,620.96
99	00005033	OCDE	94T12463	OH	01/23/2024		MW	IS	682.69
99	00005034	Ann Dangvu	911903	OH	01/23/2024		MW	IS	102.75
99	00005035	BUG FLIP	DEC2023	OH	01/23/2024		MW	IS	180.00
99	00005036	CITY OF LA HABRA	LH-23-547AR	OH	01/23/2024		MW	IS	182.03
99	00005037	Continental Sales	DEC2023	OH	01/23/2024		MW	IS	5,171.42
99	00005038	GOLD STAR FOODS	DEC2023	OH	01/23/2024		MW	IS	32,174.72
99	00005039	KWIPPED INC	R3886-P19581	OH	01/23/2024		MW	IS	3,081.49
99	00005040	LADY BUGS ENVIRONMENTAL TERMIT	32422	OH	01/23/2024		MW	IS	55.00
99	00005041	P & R PAPER SUPPLY COMPANY	DEC2023	OH	01/23/2024		MW	IS	4,856.10
99	00005042	SOUTHERN CALIFORNIA PIZZA	DEC2023	OH	01/23/2024		MW	IS	8,510.15
99	00005043	SUBWAY	DEC2023	OH	01/23/2024		MW	IS	2,925.00
99	00005044	GHATAODE BANNON ARCHITECTS	5662	OH	01/23/2024		MW	IS	26,620.30
99	00005045	HAUFFE COMPANY	496	OH	01/23/2024		MW	IS	17,920.00
99	00005046	RMA GROUP	89123	OH	01/23/2024		MW	IS	10,490.00
99	00005047	HANCOCK PARK & DELONG INC	6891	OH	01/23/2024		MW	IS	131.25
99	00005048	HAUFFE COMPANY	500	OH	01/23/2024		MW	IS	37,500.00
99	00005049	ANAHEIM ELEMENTARY SCHOOL DIST	41M 23-24	OH	01/24/2024		MW	IS	697.50
99	00005050	ATKINSON ANDELSON LOYA RUUD &	703068-DEC	OH	01/24/2024		MW	IS	5,597.50
99	00005051	BEHAVIOR AND EDUCATION INC	7132518	OH	01/24/2024		MW	IS	8,525.00
99	00005052	CULVER-NEWLIN	40752	OH	01/24/2024		MW	IS	463,936.05
99	00005053	DATA MAKES THE DIFFERENCE LLC	12192023	OH	01/24/2024		MW	IS	169.99

LOWELL JOINT SD
Consolidated Check Register
 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs Check Date	Cancel Date	Type	Status	Check Amount
99 00005054	F9900071	FRANKLIN MECHANICAL SYSTEMS IN	1008	OH 01/24/2024		MW	IS	1,300.00
99 00005055	S9990002	GALLAGHER PEDIATRIC THERAP	11068	OH 01/24/2024		MW	IS	1,440.20
99 00005056	V9903303	iPRINT TECHNOLOGIES	1096292	OH 01/24/2024		MW	IS	81.60
99 00005057	V9900111	LINKEDIN CORPORATION	10112215167	OH 01/24/2024		MW	IS	2,316.00
99 00005058	F9900053	PEST OPTION INC.	439892	OH 01/24/2024		MW	IS	172.41
99 00005059	V9900175	SENTRY SIGNS & PRINTING	2886	OH 01/24/2024		MW	IS	281.45
99 00005060	U9900004	SOUTHERN CALIFORNIA EDISON	122011024EP1	OH 01/24/2024		MW	IS	7,521.73
99 00005061	U9900005	SOUTHERN CALIFORNIA GAS CO	1212011224RS	OH 01/24/2024		MW	IS	970.04
99 00005062	V9900180	SPARKLETT'S	15734879 011424	OH 01/24/2024		MW	IS	94.42
99 00005063	V9903235	U.S. BANK	7133814	OH 01/24/2024		MW	IS	250.00
99 00005064	V9903352	ACTIVE EDUCATION	2383	OH 01/24/2024		MW	IS	9,200.00
99 00005065	V9903647	FORMA ENGINEERING & CONTRACTIN	APP #4	OH 01/24/2024		MW	IS	58,489.28
99 00005066	V9903647	FORMA ENGINEERING & CONTRACTIN	APP #4	OH 01/24/2024		MW	IS	158,137.68
99 00005067	V9900020	ATKINSON ANDELSON LOYA RUUD &	022024	OH 01/25/2024		MW	IS	159.00
99 00005068	S9990001	BEHAVIOR AND EDUCATION INC	7195980	OH 01/25/2024		MW	IS	9,790.00
99 00005069	V9900029	BULKBOOK STORE	159408	OH 01/25/2024		MW	IS	444.79
99 00005070	V9903310	BYRDSEED LLC	2827	OH 01/25/2024		MW	IS	6,000.00
99 00005071	V9903681	DYNAMIC VISION OPTOMETRY	11262023	OH 01/25/2024		MW	IS	1,500.00
99 00005072	U9900002	FRONTIER	01102024	OH 01/25/2024		MW	IS	32.34
99 00005073	E9900084	JIM COOMBS	01192024	OH 01/25/2024		MW	IS	561.46
99 00005074	V9900104	LEADER SERVICES	CDS 6570	OH 01/25/2024		MW	IS	2,136.16
99 00005075	V9900179	SOUTHWEST SCHOOL SUPPLY	6000239882	OH 01/25/2024		MW	IS	1,701.34
99 00005076	V9900010	ALLIANCE OF SCHOOLS FOR COOPER	6866MISC	OH 01/26/2024		MW	IS	5,000.00
99 00005077	E9900009	AMANDA MALM	934648	OH 01/26/2024		MW	IS	138.00
99 00005078	R9900016	ANDREA DESMOND	MEDICAL FEB	OH 01/26/2024		MW	IS	628.28
99 00005079	R9900001	BRENT ALLSMAN	MEDICAL FEB	OH 01/26/2024		MW	IS	708.41
99 00005080	V9900028	BUENA PARK PLAQUE & TROPHY	30358	OH 01/26/2024		MW	IS	23.71
99 00005081	R9903247	CAROLYN KANE	MEDICAL FEB	OH 01/26/2024		MW	IS	1,573.82
99 00005082	V9900053	DATA IMPRESSIONS	0024063-IN	OH 01/26/2024		MW	IS	10,300.00
99 00005083	R9900019	DEBORAH NEEDHAM	MEDICAL FEB	OH 01/26/2024		MW	IS	708.41
99 00005084	F9900027	EAST WHITTIER GLASS & MIRROR	19351	OH 01/26/2024		MW	IS	988.00
99 00005085	R9900007	GAYLE ROGERS	MEDICAL FEB	OH 01/26/2024		MW	IS	291.15
99 00005086	R9900018	GRACIA HAWORTH	MEDICAL FEB	OH 01/26/2024		MW	IS	1,573.82
99 00005087	R9900013	MARGARET DUMADAG	MEDICAL FEB	OH 01/26/2024		MW	IS	708.41

LOWELL JOINT SD
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 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99 00005088	E9900256	OWEN FISCUS	DEC-23	OH	01/26/2024		MW	IS	61.02
99 00005089	V9903250	PACIFIC COAST ENTERTAINMENT	1223606	OH	01/26/2024		MW	IS	40,934.66
99 00005090	R9900010	PENNY MAYERCHECK	MEDICAL FEB	OH	01/26/2024		MW	IS	1,573.82
99 00005091	V9900147	PTM DOCUMENT SYSTEMS	88906	OH	01/26/2024		MW	IS	51.34
99 00005092	R9900017	REBECCA SMITH	MEDICAL FEB	OH	01/26/2024		MW	IS	708.41
99 00005093	R9900011	RONALD RANDOLPH	MEDICAL FEB	OH	01/26/2024		MW	IS	739.30
99 00005094	U9900005	SOUTHERN CALIFORNIA GAS CO	1218011824JO	OH	01/26/2024		MW	IS	1,357.93
99 00005095	V9900212	WPS	WPS-477043	OH	01/26/2024		MW	IS	1,177.58
99 00005096	F9900055	PQ BIDS INC.	LOWELLJOINTSD	OH	01/26/2024		MW	RV	15,000.00
99 00005097	F9900003	ABES PLUMBING INC.	21180	OH	01/29/2024		MW	IS	2,200.00
99 00005098	F9900007	AUTOZONE	5499621844	OH	01/29/2024		MW	IS	38.59
99 00005099	F9900014	BUG FLIP	70036	OH	01/29/2024		MW	IS	980.00
99 00005100	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005101	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005102	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005103	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005104	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005105	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005106	VOID:CONTI	Void - Continued Stub	CONTINUE	OH	01/29/2024		VM	VD	0.00
99 00005107	V9999999	CALIFORNIA DEPARTMENT OF TAX A	T99R0258SUPT	OH	01/29/2024		MW	IS	808.39
99 00005108	F9900023	DANIELS TIRE SERVICE INC.	1401112627	OH	01/29/2024		MW	IS	968.20
99 00005109	V9903356	EMERGENCYKITS.COM	106508	OH	01/29/2024		MW	IS	4,186.81
99 00005110	V9900077	FULLERTON SCHOOL DISTRICT	22TI0622	OH	01/29/2024		MW	IS	525.36
99 00005111	F9900047	LOWES	998841-MGWWWC	OH	01/29/2024		MW	IS	529.24
99 00005112	V9903352	ACTIVE EDUCATION	2375	OH	01/29/2024		MW	IS	11,060.00
99 00005113	V9999999	CALIFORNIA DEPARTMENT OF TAX A	871291DRIPWORK	OH	01/29/2024		MW	IS	1.66
99 00005114	V9999999	CALIFORNIA DEPARTMENT OF TAX A	922968032	OH	01/29/2024		MW	IS	79.03
99 00005115	N9900004	DRIFTWOOD DAIRY	DEC2023	OH	01/30/2024		MW	IS	8,002.16
99 00005116	E9900220	ALISON GARDNER	01162024	OH	01/31/2024		MW	IS	72.63
99 00005117	V9903421	ARAIZA, ISABEL	01312024	OH	01/31/2024		MW	IS	500.00
99 00005118	E9900024	BARBARA AGUILAR	REIMBURSE	OH	01/31/2024		MW	IS	59.36
99 00005119	V9900028	BUENA PARK PLAQUE & TROPHY	30459	OH	01/31/2024		MW	IS	1,206.80
99 00005120	V9900045	COYOTE FFA ALUMNI & SUPPORTERS	3	OH	01/31/2024		MW	IS	190.00
99 00005121	V9900048	CSM CONSULTING INC.	17209	OH	01/31/2024		MW	IS	2,125.00

LOWELL JOINT SD
Consolidated Check Register
 from 1/1/2024 to 1/31/2024

Check	Payee ID	Payee Name	Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
99 00005122	V9903531	DAVIS, SUMMER	015	OH	01/31/2024		MW	IS	1,512.00
99 00005123	V9900076	FULLERTON JOINT UNION HS DIST	70R10140REISSUE	OH	01/31/2024		MW	IS	1,594.60
99 00005124	E9900262	JESSICA FERNANDES	01232024	OH	01/31/2024		MW	IS	850.00
99 00005125	V9903279	LOPEZ, ALEJANDRO	01312024	OH	01/31/2024		MW	IS	500.00
99 00005126	E9900140	MARY JO EVANOFF	01222024	OH	01/31/2024		MW	IS	67.88
99 00005127	19900010	MIJARES, EDWARD	01312024	OH	01/31/2024		MW	IS	1,000.00
99 00005128	V9900151	RAPTOR	INV104847	OH	01/31/2024		MW	IS	200.26
99 00005129	U9900005	SOUTHERN CALIFORNIA GAS CO	1219011924DO	OH	01/31/2024		MW	IS	567.13
99 00005130	V9900188	THE HARTFORD	02012024	OH	01/31/2024		MW	IS	170.79
99 00005131	19900011	TRINIDAD, GINA	009	OH	01/31/2024		MW	IS	2,404.63

Issued: 2,831,754.19
Reversed: 15,000.00
99 Bank Total: 2,846,754.19

Grand Total: 2,846,754.19

LOWELL JOINT SCHOOL DISTRICT
 EMPLOYER-EMPLOYEE RELATIONS PERSONNEL REPORT 2023/2024 #8

March 4, 2024

I. CERTIFICATED EMPLOYEE

A. CHANGE OF STATUS

NAME	<u>EFFECTIVE DATE</u>	<u>END DATE</u>	SITE	COMMENTS
Austin, Stephanie	03/06/2024	03/12/2024	RS	(AB375) FMLA Personal Necessity Leave
Casey, Kaleen	03/06/2024	04/26/2024	MA	(AB375) FMLA Maternity Leave 80% Shared Teaching Position
Wilkins, Melissa	02/12/2024	03/11/2024	MG	(AB375) FMLA Medical Leave
Jacobs, Diana	03/12/2024	03/15/2024	JO	Personal Necessity Leave
Haro-Banuelos, Byanka	03/04/2024	04/26/2024	JO	(AB375) FMLA Baby Bonding
Sachs, Teddy	03/27/2024	03/29/2024	DO	Personal Necessity Leave

B. EXTRA DUTY PAY/STIPENDS

NAME	<u>EFFECTIVE DATE</u>	<u>END DATE</u>	SITE	COMMENTS
Van Diest, Scott	08/14/2023	05/31/2024	RS	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Rodriguez, Brenda	08/14/2023	05/31/2024	JO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Pimper, Shelly	08/14/2023	05/31/2024	MA	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Pfaff, Heather	08/14/2023	05/31/2024	JO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Palmer, Margaret	08/14/2023	05/31/2024	OL	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Menendez, Maya	08/14/2023	05/31/2024	OL	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Overby, Rhonda	08/14/2023	05/31/2024	DO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Overby, Rhonda	08/14/2023	05/31/2024	DO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
McNeff, Michelle	08/14/2023	05/31/2024	EP	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.

Rodriguez, Mayra	08/14/2023	05/31/2024	MG	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Ilinsky, Chrissy	08/14/2023	05/31/2024	EP	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Hernandez, Javier	08/14/2023	05/31/2024	JO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Felton, Leslie	08/14/2023	05/31/2024	MG	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Elmqvist, Marikate	08/14/2023	05/31/2024	JO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Coleman, Rachel	08/14/2023	05/31/2024	MA	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Chittum, Eric	08/14/2023	05/31/2024	RS	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Champion, Becky	08/14/2023	05/31/2024	DO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Cacioppo, Bianca	08/14/2023	05/31/2024	EP	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Behura, Sylvia	08/14/2023	05/31/2024	RS	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.
Haro-Banuelos, Byanka	08/14/2023	05/31/2024	JO	To be paid mentor teacher induction stipend of \$2000.00. To be paid from Educator Effectiveness Funds.

* * It is further recommended that these individuals be approved for substitute teaching at the rate of \$200.00 per day and/or \$50.00 an hour rate (not to exceed six hours) as applicable and to include: Professional Development, Saturday School, Site Support Duties, Intervention, and PowerSource, Power Up, ESY

**It is further recommended that the individuals listed in Certificated Salaries for 2023-2024 is approved to instruct in the Intervention Programs. The rate of pay is \$50.00/hour and will be paid from Title I or LCFF Supplemental Grant Funds.

**It is further recommended that individuals listed in Certificated Salaries for 2023-2024 serve as home school teachers, if needed, for the 2023-2024 school year at a rate of \$50.00/hour, not to exceed five hours per week, per student. Mileage will be paid at the IRS Standard Mileage Rate for the 2023-2024 school year.

C. Employment of substitutes effective 07/01/2023 for the 2023-2024 school year @ \$200 per day and \$100.00 per half day rate, \$250.00 long term sub rate, and \$50.00 per hour* (not to exceed six hours) as applicable and to include: professional development, Saturday school, site support duties, Saturday School. Intervention, PowerUp, ESY and Power Source.

Yolanda Rodriguez Del Castillo Rubio, Jeff

D. SUBSTITUTE CHANGE OF PAY

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
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Vega, Sandy	03/25/2024	05/03/2024	DO	To be paid special long term rate of \$250.00 for RSP Teacher.
Barcnas, Deejay	03/06/2024	03/12/2024	DO	To be paid rate of \$200.00 daily rate for Social Studies Teacher – Rancho Starbuck.
Selezenoff, Tamara	03/06/2024	04/26/2024	DO	To be paid special long term rate of \$250.00 for second grade teacher 80%– Macy Elementary
Mohler, Megan	02/12/2024	03/11/2024	DO	To be paid special long term rate of \$250.00 for fourth grade teacher -Meadow Green Elementary
Bolanos, Vanessa	03/12/2024	03/15/2024	DO	To be paid rate of \$200 daily for 1 st grade Jordan teacher.
Guerrero, Sanchez, Carolina	03/04/2024	04/17/2024	DO	To be paid special long term rate of \$250.00 for 4 th grade DLI Jordan Teacher.
Shupe, Violetta	04/18/2024	04/26/2024	DO	To be paid special long term rate of \$200.00 for 4 th grade DLI Jordan Teacher.
Mendoza, Jacob	03/27/2024	03/28/2024	DO	To be paid rate of \$200 daily for Social Studies teacher Rancho.

II. CLASSIFIED EMPLOYEES March 4, 2024

A. MONTHLY – GENERAL FUND

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>
Allen, Julieanne	03/21/24		R17/S03	DO	Step Increase: DO Receptionist/Office Assistant
Barron, Guillermo	01/20/24			DO	Retirement: Utility Worker
Camarena, Yulia	01/01/24		ITRN R01/S03	DO	Change of hours: Intern/Counselor increased to 3 days a week
Cluff, Eileen	02/08/24			DO	New Hire: Substitute Cafeteria Worker
Cluff, Eileen	02/19/24		R07/S07	NS	Promotion: Cafeteria Worker sub to perm
Espinoza Garcia, Erber	02/14/24		R22/S02	DO	New Hire: Systems Technician
Felix, Lisa	02/01/24		R20/S05	MA	Step Increase: Library Media Technician Correction from 8/21/23
LeonGuerrero, Robyn	03/21/24		R20/S08	MG	Step Increase: Library Media Technician
Lopez, Christina	03/14/24		CLMG R07/S03	JO	Step Increase: Site Supervisor/Teacher Preschool
Lugo, Paul	02/19/24		R27/S04	M&O	Promotion: Night Custodian to Utility Worker
Maldonado, Florentina	03/13/24		R18/S07	RS	Step Increase: Night Custodian
Montoya, Joseph	02/01/24			DO	New Hire: Substitute Cafeteria Worker
Montoya, Joseph	02/19/24		R07/S07	NS	Promotion: Cafeteria Worker sub to perm
Ojeda, John	02/02/24			DO	New Hire: Substitute Night Custodian
Solis, Wendy	02/01/24			DO	Addition Assignment: Substitute Health Technician

2023/24 TEACHER SALARY SCHEDULE

Effective July 1, 2023

Effective July 1, 2023 employees shall receive an 11.00% increase to base salary earnings (excluding stipends and other remuneration).

STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	56,702	60,750	64,802	68,853	72,901
2	60,750	64,802	68,853	72,901	76,952
3	64,802	68,853	72,901	76,952	81,006
4	68,853	72,901	76,952	81,006	85,053
5	72,901	76,952	81,006	85,053	89,101
6	76,952	81,006	85,053	89,101	93,155
7		85,053	89,101	93,155	97,205
8			93,155	97,205	101,255
9			93,155	101,255	105,306
10			93,155	101,255	109,357
11			93,155	101,255	113,406
12			93,155	101,255	113,406
13			97,709	106,233	118,978
14			97,709	106,233	118,978
15			97,709	106,233	118,978
16			98,500	107,121	119,963
17			98,500	107,121	119,963
18			98,500	107,121	119,963
19			100,082	108,899	121,937
20			100,082	108,899	121,937
21			101,657	110,678	123,910
22			101,657	110,678	123,910
23			103,238	112,455	125,884
24			103,238	112,455	125,884
25			103,238	112,455	125,884
26			104,817	114,230	127,861

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.

[Signature]
2-16-24

2023/24 SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE

Effective July 1, 2023

Effective July 1, 2023 SLP employees shall receive an 11.00% increase to base salary earnings (excluding stipends and other remuneration).

	CLASS	CLASS	CLASS
STEP	3	4	5
1	68,042	72,297	76,547
2	72,297	76,547	80,799
3	76,547	80,799	85,056
4	80,799	85,056	89,305
5	85,056	89,305	93,556
6	89,305	93,556	97,812
7	93,556	97,812	102,066
8	97,812	102,066	106,318
9	97,812	106,318	110,572
10	97,812	106,318	114,825
11	97,812	106,318	119,076
12	97,812	106,318	119,076
13	102,594	111,544	124,926
14	102,594	111,544	124,926
15	102,594	111,544	124,926
16	103,425	112,476	125,962
17	103,425	112,476	125,962
18	103,425	112,476	125,962
19	105,086	114,343	128,034
20	105,086	114,343	128,034
21	106,740	116,213	130,106
22	106,740	116,213	130,106
23	108,399	118,078	132,178
24	108,399	118,078	132,178
25	108,399	118,078	132,178
26	110,059	119,942	134,255

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.

DA
2-16-24

**LOWELL JOINT SCHOOL DISTRICT
2023/24 CERTIFICATED MANAGEMENT AND SUPERVISORY SALARY SCHEDULE**

Effective July 1, 2023

*Effective July 1, 2023, employees shall receive an 11.00% increase to base salary earnings (excluding stipends and other remuneration).
Effective September 1, 2023 New Board Certified Behavioral Analyst (BCBA) Position Added to Salary Schedule*

MANAGEMENT POSITIONS	DAYS	COLUMN						
		1	2	3	4	5	6	7
Assistant Superintendent of Educational Services	248	174,569	183,773	193,432	203,104	213,258	223,917	235,109
Intermediate Principal	217	154,099	156,487	158,868	161,256	163,640	166,019	168,407
Elementary Principal	200	138,557	140,736	142,917	145,098	147,274	149,458	151,636
Assistant Principal	204	129,932	132,393	134,607	136,822	139,283	141,498	143,959
Director of Special Education	217	164,640	167,194	169,740	172,288	174,839	177,379	179,934
Director of Educational Services	217	164,640	167,194	169,740	172,288	174,839	177,379	179,934

SUPERVISORY POSITIONS

Psychologist / Board Certified Behavioral Analyst (BCBA)	187	116,857	119,034	121,218	123,404	125,561	127,761	131,283
Coordinator of Early Childhood Program	204	129,932	132,393	134,607	136,822	139,283	141,498	143,959
Coordinator of Expanded Learning Opportunities Program	204	129,932	132,393	134,607	136,822	139,283	141,498	143,959
Coordinator for Grants and Educational Initiatives-Research	204	129,932	132,393	134,607	136,822	139,283	141,498	143,959
Program Specialist	205	130,621	132,939	135,267	137,596	139,921	142,252	144,584

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

2023/24 COUNSELOR SALARY SCHEDULE

204 DAYS

Effective July 1, 2023, employees shall receive an 11.00% increase to base salary earnings (excluding stipends and other remuneration).

STEP	COLUMN 1	COLUMN 2	COLUMN 3
1	98,624	101,152	103,745
2	100,635	103,214	105,862
3	102,688	105,322	108,022
4	104,784	107,472	110,227
5	106,923	109,666	112,477
6	109,105	111,902	114,773
7			117,115
8			119,505
9			121,945
10			124,433
11			126,972
12			129,563

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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2-16-24

2023/24 NURSE MANAGEMENT SALARY SCHEDULE

200 Days

Effective July 1, 2023, employees shall receive an 11.0% increase to base salary earnings (excluding stipends and other remuneration).

STEP	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
1	62,652	67,123	71,601	76,076	80,549
2	67,123	71,601	76,076	80,549	85,024
3	71,601	76,076	80,549	85,024	89,503
4	76,076	80,549	85,024	89,503	93,975
5	80,549	85,024	89,503	93,975	98,449
6	85,024	89,503	93,975	98,449	102,927
7	89,072	93,975	98,449	102,927	107,402
8	93,123	98,061	102,927	107,402	111,876
9	93,123	102,146	102,927	111,876	116,352
10	93,123	102,146	102,927	111,876	120,827
11	93,123	102,146	102,927	111,876	125,302
12	93,123	102,146	102,927	111,876	125,302
13	97,676	107,169	107,959	117,377	131,457
14	97,676	107,169	107,959	117,377	131,457
15	97,676	107,169	107,959	117,377	131,457
16	98,467	108,066	108,833	118,359	132,547
17	98,467	108,066	108,833	118,359	132,547
18	98,467	108,066	108,833	118,359	132,547
19	100,049	109,858	110,582	120,322	134,728
20	100,049	109,858	110,582	120,322	134,728
21	101,623	111,654	112,322	122,289	136,910
22	101,623	111,654	112,322	122,289	136,910
23	103,203	113,445	114,068	124,251	139,089
24	103,203	113,445	114,068	124,251	139,089
25	103,203	113,445	114,068	124,251	139,089
26	104,781	115,235	115,812	126,211	141,274

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.

DA
2-16-24

**LOWELL JOINT SCHOOL DISTRICT
2023/24 CLASSIFIED MANAGEMENT SALARY SCHEDULE**

Effective July 1, 2023, employees shall receive an 1.00% 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 Business Services	14,547	15,314	16,119	16,925	17,771	18,660	19,592	20,571
Assistant Superintendent of Administrative Services	14,547	15,314	16,119	16,925	17,771	18,660	19,592	20,571
Director of Educational & Information Technology	13,720	13,933	14,145	14,357	14,570	14,781	14,995	15,213
Director of Fiscal Services	13,720	13,933	14,145	14,357	14,570	14,781	14,995	15,213
Assistant Director of Fiscal Services	10,976	11,147	11,316	11,486	11,656	11,825	11,996	12,596
Bond Contracts and Accounting Compliance Manager	7,477	7,776	8,069	8,407	8,760	9,128	9,502	9,885
Coordinator of Early Childhood Program	10,828	11,032	11,218	11,402	11,607	11,792	11,997	12,597
Occupational Therapist (11 months)	7,685	8,067	8,473	8,898	9,342	9,810	10,300	10,815
Supervisor Positions								
Network and Data Systems Technology Supervisor	6,227	6,591	6,976	7,385	7,817	8,274	8,858	9,271
Maintenance & Operations Supervisor	5,661	5,993	6,344	6,716	7,108	7,525	7,965	8,364
Nutrition Services Supervisor	5,146	5,403	5,673	5,957	6,255	6,568	6,896	7,242
Site Supervisor Teacher - Preschool	4,380	4,600	4,830	5,069	5,325	5,590	5,869	6,163

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

Board Approved: March 4, 2024

Prepared by: David Bennett

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LOWELL JOINT SCHOOL DISTRICT
2023/24 CLASSIFIED CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2023

Effective July 1, 2023, employees shall receive an 11.00% increase to their base salary earnings (excluding stipends and other remuneration).

RANGE	PERFORMANCE RECOGNITION INCREASES							
	1	2	3	4	5	6	7	8
(A)	4,295	4,509	4,734	4,971	5,219	5,480	5,755	6,042
(B)	4,418	4,638	4,883	5,120	5,385	5,663	5,951	6,252
(C)	4,529	4,754	5,003	5,257	5,524	5,803	6,098	6,400
(D)	4,654	4,887	5,122	5,385	5,663	5,951	6,252	6,562
(E)	4,769	5,004	5,258	5,524	5,803	6,098	6,400	6,729
(F)	4,882	5,125	5,386	5,663	5,951	6,252	6,562	6,895
(G)	5,002	5,254	5,524	5,803	6,098	6,400	6,729	7,065
(H)	5,120	5,377	5,664	5,951	6,252	6,562	6,895	7,252
(I)	5,257	5,521	5,803	6,098	6,400	6,729	7,065	7,425
(J)	5,385	5,653	5,951	6,252	6,562	6,895	7,252	7,612
(K)	5,524	5,800	6,097	6,400	6,729	7,065	7,425	7,809
(L)	5,663	5,945	6,255	6,562	6,895	7,252	7,612	7,999
(M)	5,803	6,094	6,399	6,729	7,065	7,425	7,809	8,201
(N)	5,951	6,248	6,562	6,895	7,252	7,612	7,999	8,404
(O)	6,098	6,401	6,729	7,065	7,425	7,809	8,201	8,617
(P)	6,252	6,565	6,894	7,252	7,612	7,999	8,404	8,830
(Q)	6,400	6,721	7,066	7,425	7,809	8,201	8,617	9,051
(R)	6,562	6,890	7,252	7,612	7,999	8,404	8,830	9,285
(S)	6,729	7,066	7,425	7,809	8,201	8,617	9,051	9,507
(T)	6,895	7,239	7,610	7,999	8,404	8,830	9,285	9,742
(U)	7,065	7,419	7,809	8,201	8,617	9,051	9,507	9,984
(V)	7,252	7,613	7,996	8,404	8,830	9,285	9,742	10,245
(W)	7,425	7,797	8,201	8,617	9,051	9,507	9,984	10,496
(X)	7,612	7,991	8,404	8,830	9,285	9,742	10,245	10,756
(Y)	7,809	8,198	8,617	9,051	9,507	9,984	10,496	11,019
(Z)	7,999	8,399	8,831	9,285	9,742	10,245	10,756	11,299

CONFIDENTIAL EMPLOYEES

RANGE

LONGEVITY

Exec. Asst. and Secretary to Superintendent/Cert. Personnel

Z

Length of service shall be additionally compensated at the following rate after completion of:

Administrative Assistant - Admin. Services/Classified Personnel

N

Administrative Assistant - Business Services

I

10 years of service 2.5 %

15 years of service 5 %

Assistant to the Superintendent's Office

F

20 years of service 7.5 %

25 years of service 10 %

30 years of service 12.5%

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