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

MINUTES REGULAR MEETING OF THE BOARD OF TRUSTEES September 11, 2023

Call to Order

President Shaw called the meeting to order at 6:30 p.m. at Lowell Joint School District, 11019 Valley Home Avenue, Whittier, CA 90603.

Topics Not on the Agenda

None.

Closed Session

President Shaw declared the meeting recessed to closed session at 6:31 p.m.

Call to Order

President Shaw reconvened the meeting to order at 7:37 p.m.

The flag salute was led by two Macy Elementary students, Jackson Page and Robert La Voie.

Mr. Coombs introduced the video in remembrance of 9-11. He stated that we want to remember the people that sacrificed their lives for us and saved other people on that day. We want to honor them.

Ms. Shaw said that she was able to go to Jordan that morning and watch the preschooler that had a song in remembrance of 9-11. She doesn't think that anyone here over 27 years old would not say, I know exactly where I was when this happened. We all have a remembrance of where we were.

Trustees Present:

Karen L. Shaw, Anastasia M. Shackelford, Anthony A.

Zegarra, Christine J. Berg

Trustees Absent:

Melissa A. Salinas

Staff Present:

Jim Coombs, Superintendent of Schools, Sheri McDonald, Assistant Superintendent of Educational Services, David Bennett, Assistant Superintendent of Business Services and Carl Erickson, Assistant Superintendent of Administrative

Services

Staff Absent:

None

Reporting out Action (if any) Taken in Closed Session

The Board took action (4-0) to accept and to agree to the terms of OAH case number 2023050562, and directed the Superintendent or designee to execute the necessary documents.

of Guests

Introductions and Welcome President Shaw welcomed the guests and staff in attendance, LJEA members and Margaret Palmer.

Acknowledgement of Correspondence

None.

Approval of Agenda

It was moved, seconded, and carried by unanimous vote, (4 - 0) to approve the amended September 11, 2023, Board agenda.

Approval of Minutes

It was moved, seconded, and carried by unanimous vote, (4-0) to approve the minutes from the August 7, 2023, Regular Board Meeting.

Timely Information from Board and Superintendent – Board President Mr. Coombs said that Board Member Melissa Salinas was unable to come this evening as she was ill. On her behalf, he needs to announce publicly that Mrs. Salinas's home is up for sale and has actually sold and is in escrow. She is announcing her retirement resignation effective October 6, 2023. She will be here and the board meeting on October 2 will be her last board meeting. This starts a clock by which we have to go through the interview process. That is to be discussed under item IV.

School Reports

Macy students Jackson Page and Robert La Voie read the Macy school report and each Board member shared highlights of their respective schools.

Topics Not on the Agenda

There are not blue cards submitted.

-Mr. Coombs stated that with Melissa Salinas's resignation retirement this was the unexpected topic to discuss publicly. We want to get direction from the Board as we move forward. As a reminder, she lives in election zone 1, anyone who would apply for this position must live in that election zone. We have 60 days to complete this process. As you will recall I have been here seven years and we have done this six times. This opening is too far from the next election in November of 2024, which means this position would conclude in November of 2024. So when you appoint somebody they would be in that position until November of 2024 and have to rerun for that position for the full term. We would notify everybody by email and phone message in zone 1. We typically post for three weeks. The Board must conduct interviews during open session.

Once you go through the interview process, you would pick a person and swear them in during open session and then they would then be on the Board for the conclusion of that term. We would suggest that we post it beginning tomorrow through the end of September. We can schedule a special board meeting but if we stay on the schedule, you can keep it in the normal board meetings we have. So we recommend to post it tomorrow, close it the end of September. At the board meeting in October, you are able to see how many people applied and recommend that you do interviews at the regular November 6 board meeting. You would add time to that board meeting for interviews. Do the open interviews, pick whomever, have them sworn in and then they would go to close session and do open session at The November 6 Board meeting. Then they would be here for the December reorganization Board meeting. That is the timeline.

- -Mrs. Shackelford asked if the timeframe is 60 or 90 days.
- -Mr. Coombs said that it was 60 days.
- -Mrs. Shackelford said that her official resignation date is October 6 and Mr. Coombs said that you would have to appoint somebody by November 17. We need to let LACOE and OCDE know by November 17 in accordance with EdCode.

- -Mrs. Shackelford said that it is 60 days to appoint from her day of resignation and it is ok that we are starting the application process before that official day.
- -Mr. Coombs said yes because she has put it in writing that she is resigning. This time we have a month to plan.
- -Mrs. Shackelford said that three weeks is enough time to open up the applications.
- -Mr. Coombs said that it is actually two to three days longer that what we have done so in the past.
- -Mrs. Shackelford said that when the applications come in that part of the screening is to make sure that they are in the right zone.
- -Mr. Coombs said yes. You are able go to the website and check on the interactive map as well.
- -Mrs. Shackelford said that our trustees areas are shifted just enough that they are not our attendance areas.
- -Mr. Coombs said that when the demographer redid the trustee areas they asked that it meet the law but make sure that every voting zone covered two schools.
- -Mrs. Berg said that technically we have three schools with Rancho. The attendance area is that Rancho is all ours.
- -Ms. Shaw said that there is no vote on this.
- -Mr. Coombs said that we need direction if the plan that was shared with you is what you want me to do.
- -Mrs. Shackelford said yes.
- -Mrs. Berg said yes it makes sense and gives us enough time to look at these things.
- -Ms. Shaw said we all have to nod in agreement.
- -Mr. Coombs said tomorrow it will post and we will send emails out, publish in the local newspapers and social media.

Resolution 2023/2024 No. 900 Proclaiming September 17 – 23, 2023, as "Constitution Week"

It was moved, seconded, and carried by unanimous roll call vote, (4-0) to adopt Resolution 2023/2024 No. 900 Proclaiming September 17-13, 2023, as "Constitution Week", and that the Superintendent or designee be authorized to execute the resolution.

Resolution 2023/2024 No. 901 Designating October

It was moved, seconded, and carried by unanimous roll call vote, (4-0) to adopt Resolution 2023/2024 No. 901 Designating October 2023 as "Character Education

2023 as "Character **Education Month**"

Approval of the Lowell Joint School District's Response to the 2022-23 Orange County Grand Jury Report: "Russian Roulette: Fentanyl in Orange County" Month", and that the Superintendent or designee be authorized to execute the resolution.

In accordance with California Penal Code sections 933 and 933.05, the Orange County Grand Jury has requested that the Lowell Joint School District respond to findings and recommendations in the 2022-2023 Orange County Grand Jury report entitled "Russian Roulette: Fentanyl in Orange County," published on June 21, 2023. Below are the responses of the Lowell Joint School District, as approved by the Board of Education on September 11, 2023.

FINDINGS:

Finding 2: Illicit fentanyl is a pervasive problem in Orange County. Response to Finding 2:

The Lowell Joint School District agrees with this finding.

Orange County will benefit by establishing a chartered multi-agency Finding 7: Task Force to address the fentanyl crisis in Orange County. Response to Finding 7:

The Lowell Joint School District agrees with this finding.

As long as there is a demand, producers will find ways to supply drugs. Orange County cannot law enforce its way out of the fentanyl crisis. Education, prevention, and treatment are critical to reducing demand. Response to Finding 8:

The Lowell Joint School District agrees with this finding.

There is a need to increase public awareness and acknowledgement of Finding 9: the risks of illicit fentanyl.

Response to Finding 9:

The Lowell Joint School District agrees with this finding.

Some educational institutions are not participating in available educational and preventive fentanyl/drug programs.

Response to Recommendation 6:

The recommendation has been implemented, with a summary regarding the implemented action. The Lowell Joint School District would be receptive should the Orange County Department of Education promote the use of currently established and in-place fentanyl and drug-related educational programs offered by OC agencies and non-governmental organizations to all K-12 school districts in Orange County.

It was moved, seconded, and carried by unanimous vote, (4-0) to approve the responses of the Lowell Joint School District recommendations in the 2022-2023 Orange County Grand Jury report entitled "Russian Roulette: Fentanyl in Orange County," published on June 21, 2023, and that the Superintendent or designee be authorized to execute the necessary documents.

PQBids for Web-Based Program used to Prequalify Contractors

Approval of Agreement with It was moved, seconded, and carried by unanimous vote, (4-0) to approve the Agreement with PQBids for Web-Based Program used to Prequalify Contractors for the period of September 12, 2023 through September 11, 2024, at a rate not to exceed \$15,000, and that the Superintendent or designee be authorized to execute the necessary documents.

Meeting of the Board of Trustees September 11, 2023 Page 83

Approval of Piggyback Contract with CN School & Office Solutions, Inc. for Furniture: Systems and Stand Alone (San Bernardino County Unified School District Bid #23/24-0005) It was moved, seconded, and carried by unanimous vote, (4-0) to approve the Piggyback Contract with CN School & Office Solutions, Inc. for Furniture: Systems and Stand Alone for an amount not to exceed \$450,000.00, and that the Superintendent or designee be authorized to execute the necessary documents.

Ratification of Agreement with Orbit Event Rentals, Inc. for the purchase and installation of Lunch Shelter Canopy Lighting and Accessories at Maybrook Elementary School (Temporary Housing for Rancho Intermediate School)

It was moved, seconded, and carried by unanimous vote, (4-0) to approve the ratified agreement with Orbit Event Rentals, Inc. for the Purchase and installation of a Lunch Shelter canopy lighting at Maybrook for Rancho Starbuck, Financial Impact:\$1,242.79, Funding Source:Measure LL General Obligation Fund – Fund 21.0, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement with Orrick, Herrington & Sutcliffe, LLP, to provide Bond and Disclosure Counsel Services for the Possible Issuance of Future General Obligation Bonds It was moved, seconded, and carried by unanimous vote, (4-0) to approve the agreement with Orrick, Herrington & Sutcliffe, to provide Bond and Disclosure Counsel Services for the Possible Issuance of General Obligation Bonds, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/2024 No. 902 for Approval to Delegate Authority to the Superintendent of Schools, or Designee, to Certify Documents, Act as a Liaison with the Office of Public School Construction and Staff to the State Allocation Board

It was moved, seconded, and carried by unanimous roll call vote, (4-0) to adopt Resolution 2023/2024 No. 902 for Approval to Delegate Authority to the Superintendent of Schools, or Designee, to Certify Documents, Act as a Liaison with the Office of Public School Construction and Staff to the State Allocation Board, and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2023/24 No. 903 Gann Amendment Appropriations Limit

It was moved, seconded, and carried by unanimous roll call vote, (4-0) to adopt Resolution 2023/24 No. 903 Gann Amendment Appropriations Limit, and that the Superintendent or designee be authorized to execute the necessary documents.

Consent Calendar

It was moved, seconded, and carried by a unanimous vote, (4-0), to approve/ratify the following items, under a consent procedure.

Approval of Consultant Agreement with Brianna Velarde to Provide Graphic Design Work for District Communication of Programs and Facilities for the 2023/24 School Year Approved the consultant agreement with Brianna Velarde to provide graphic design work for District communication of programs and facilities for the 2023/24 school year, for an amount not to exceed \$3,500.00, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Memorandum of Understanding Agreement between Chapman University and Lowell Joint School District, Effective August 1, 2023 through June 30, 2028

Approved the Memorandum of Understanding with Chapman University, effective August 1, 2023 through June 30, 2028, and that the Superintendent or designee be authorized to execute the necessary documents.

Purchase Order Listing Report/Check Register 2023/2024 #2 Approved the Purchase Order Listing Report/Check Register 2023/2024 #2, issued July 1, 2023, through July 31, 2023, as attached, and that the Superintendent or designee be authorized to execute the necessary documents.

Consolidated Check Register Listing Report 2023/2024 #2

Approved the Consolidated Check Register Listing Report 2023/2024 #2, issued July 1, 2023, through July 30, 2023, as attached, and that the Superintendent or designee be authorized to execute the necessary documents.

Acceptance of Notice of Completion, Tricore Enterprises Inc., dba Quiel School Signs for Marquee Installation at El Portal Elementary School Accepted a Notice of Completion, Tricore Enterprises Inc., dba Quiel School Signs, El Portal Elementary, \$20,682, and that the Superintendent or designee be authorized to execute the necessary documents.

Employer-Employee Relations/Personnel Report 2023/2024 #2 Which Includes Hiring, Resignations, Contract Adjustments, and Retirements for Certificated, Classified, and Confidential Employees

Ratified Employer-Employee Relations/Personnel Report 2023/2024 #2, as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees.

Approval of the 2022-2023 Classified Management Salary Schedule, Effective August 1, 2023, with the Addition of the Network and Approved the 2022-2023 Classified Management salary schedule, effective August 1, 2023, with the addition of the Network and Data Systems Technology Supervisor position, and that the Superintendent or designee be authorized to execute the necessary documents.

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Data Systems Technology Supervisor Position

Approval of the 2022-2023 Certificated Management and Supervisory Salary Schedule, Including the Addition of the Board Certified Behavioral Analyst position, effective September 1, 2023 Approved the 2022-2023 Certificated Management and Supervisory salary schedule effective July 1, 2022, including the addition of the Board Certified Behavioral Analyst position, effective September 1, 2023, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement with Franchise Consulting/Derek Francis to Provide Professional Development during 2023-2024 School Year to Rancho-Starbuck Staff Approved the contract with Franchise Consulting/Derek Francis, at a cost not to exceed \$17,000.00 and will be covered by Rancho Starbuck Site funds, and the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement with Shane Twamley to Provide Intervention and Saturday School Sessions during 2023-2024 School Year to Rancho-Starbuck Approved the contract with Shane Twamley, at the amount of 3,000.00 per month at a cost not to exceed \$30,000.00, to be covered by ESSER funds, and the Superintendent or designee be authorized to execute the necessary documents.

Approval of Consultant Agreement with Summer Davis to provide "Digging with Mrs. Davis" Gardening/Science Enrichment Classes for PowerSource during the 2023-24 School Year Approved the consultant agreement for Summer Davis to provide Gardening & Science Enrichment for the PowerSource Expanded Learning for Lowell Joint School District during the 2023-24 school year, at an amount not to exceed \$3,000.00 to be paid by Fund 12 ELOP funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Ratification of Agreement #14082 with Thinking Maps Inc. to Provide Professional Development During the 2023-24 School Year Approved the ratified agreement with Thinking Maps Inc. to provide on-site Professional Development during the 2023-24 school year at a cost NTE \$1,800 per Agreement #14082, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement #14179 with Thinking Maps Inc. to Provide Professional Approved the agreement with Thinking Maps Inc. to provide an on-site Professional Development on November 1, 2023 per Agreement #14179 be approved and that the Superintendent or designee be authorized to execute the necessary documents.

Development on November 1, 2023

Approval of Short Term Rental Agreement with Whittier College Program Approved the Short Term Agreement with Whittier College at a total cost of \$3,400, Funding for this expenditure will be covered by 6762 – Arts & Music Block Grant, and that the Superintendent or designee be authorized to execute the necessary documents.

Officials to Provide Referee Services for After School Sports Programs Approved the agreement with All American Officials for Referee Services, at the rate not to exceed \$5,000, and that the Superintendent or designee be authorized to execute the necessary documents.

Board Member/Superintendent Comments

- -Mrs. Shackelford said that she was going to miss Mrs. Salinas and that she is happy for her. She is moving to a place that she is closer to her grandkids and she is going to be missed. She is a definite asset to the board and will be missed.
- -Mr. Coombs said that he wanted to clarify that the date was October 2 not October 6 that was referred to earlier. He wanted to also share that there are plenty of boards in LA and OC that do not function as one. Melissa has been a great part of making this group function as one unit. This is abnormal to function as one and is grateful to serve with that.
- -Ms. Shaw said a farewell to Melissa. They were elected together and served together. She is happy to wish her well but sad to see her leave. She is pleased with the way that Maybrook has turned into Rancho. It is an amazing transformation that she saw when she went to back to school night.
- -Mrs. Shackelford said that every staff has had the misfortune of spending a year except El Portal. Olita got lucky because that was the year that was in distance learning. Three other schools had to spend the entire year there did well. Her son actually likes being on that campus better than Rancho because all of the eighth grade classes are in the same corner and he did not have to walk as far between classes.
- -Mr. Zegarra wished the staff in the audience a wonderful school year and thanked them all for they do. We wouldn't be Lowell Joint without you in the classroom and it is a pleasure to be part of the leadership that drives the district.
- -Mrs. Berg said that she appreciated that they were able to go to so many back to school nights to see individual campuses. It was a gift to walk through classrooms, to see the excitement and hear the programs. We are blessed to have the quality we have in this district.

Adjournment

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

Date Approved:

Clerk/President/Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2023/2024 NO. 900

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT, LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA, PROCLAIMING SEPTEMBER 17-23, 2023, AS "CONSTITUTION WEEK"

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand and appreciate the philosophical foundation of the Constitution as well as the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all encroachment; and

WHEREAS, the anniversary of the Signing of the Constitution provides a historic opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it affords; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17-23, 2023, as designated by proclamation of the President of the United States of America in accordance with Public Law 915.

THEREFORE, BE IT FURTHER RESOLVED, that we, the Board of Trustees of the Lowell Joint School District, do hereby proclaim September 17-23, 2023 as:

CONSTITUTION WEEK

And urge all citizens, parents, staff members, and students to reflect during the week on the many benefits of our Federal Constitution and American citizenship.

APPROVED AND ADOPTED this 11th day of September 2023, by the following vote:

AYES: Karen L. Shaw, Anastasia M. Shackelford, Anthony A. Zegarra, Christine J. Berg

NOES: None

ABSENT: Melissa A. Salinas

ABSTAIN: 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 of Trustees at a regular meeting thereof held on the 11th day of September, 2023, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of September 2023.

Jim Coombs, Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2023/2024 NO. 901

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA, DESIGNATING OCTOBER 2023 AS "CHARACTER EDUCATION MONTH"

WHEREAS, the American heritage and laws reflect a common core of religious, personal and social values that hold the citizens of this democracy responsible for acting morally and ethically, being actively involved in school and community, resolving differences peacefully, and respecting the rights, dignity and property of others;

WHEREAS, the character of our state is only as strong as the character of each individual citizen;

WHEREAS, although character development is, first and foremost, an obligation of families and the efforts of religious communities, schools, and youth, civic and human service organizations also play a very significant role in supporting family efforts by fostering and promoting good character;

WHEREAS, the State Board of Education believes that all educators are obliged to inculcate in our youth the moral and ethical virtues that build a fundamental strength of character;

WHEREAS, the common core of personal and social values, including honesty, trustworthiness, respect, responsibility, fairness, caring, citizenship, civic virtue, and personal responsibility, should be emphasized consistently and comprehensively in all curricula and instructional activities;

NOW, THEREFORE, BE IT RESOLVED, that the State Board of Education recognizes October 2023 as *Character Education Month* and encourages local educational agencies throughout California to commemorate *Character Education Month* and otherwise help ensure that the development of strong moral character and the promotion of responsible, ethical, civic-minded behavior are well and thoroughly integrated into the schools' curricula and instructional activities.

APPROVED AND ADOPTED this 11th day of September 2023, by the following vote:

AVES: Karen L. Shaw, Anastasia M. Shackelford, Antony A. Zegarra, Christine J. Berg

NOES: None

ABSENT: Melissa A. Salinas

ABSTAIN: 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 11th day of September, 2023, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of September 2023.

Jim Coombs, Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT

September 11, 2023

To: President Shaw and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Approval of the Lowell Joint School District's Response to

the 2022-23 Orange County Grand Jury Report: "Russian (RATIFICATION)

ACTION/

Roulette: Fentanyl in Orange County"

Lowell Joint School District's Response to the 2022-23 Orange County Grand Jury Report: "Russian Roulette: Fentanyl in Orange County".

In accordance with California Penal Code sections 933 and 933.05, the Orange County Grand Jury has requested that the Lowell Joint School District respond to findings and recommendations in the 2022-2023 Orange County Grand Jury report entitled "Russian Roulette: Fentanyl in Orange County," published on June 21, 2023. Below are the responses of the Lowell Joint School District, as approved by the Board of Education on September 11, 2023.

FINDINGS:

Finding 2: Illicit fentanyl is a pervasive problem in Orange County.

Response to Finding 2:

The Lowell Joint School District agrees with this finding.

Finding 7: Orange County will benefit by establishing a chartered multi-agency Task Force to address the fentanyl crisis in Orange County.

Response to Finding 7:

The Lowell Joint School District agrees with this finding.

Finding 8: As long as there is a demand, producers will find ways to supply drugs. Orange County cannot law enforce its way out of the fentanyl crisis. Education, prevention, and treatment are critical to reducing demand.

Response to Finding 8:

The Lowell Joint School District agrees with this finding.

Superintendent's Comment:

APPROVAL RECOMMENDED.

Finding 9: There is a need to increase public awareness and acknowledgement of the risks of illicit fentanyl.

Response to Finding 9:

The Lowell Joint School District agrees with this finding.

Finding 10: Some educational institutions are not participating in available educational and preventive fentanyl/drug programs.

Response to Finding 10:

The Lowell Joint School District agrees with this finding.

RECOMMENDATIONS:

Recommendation 1: By January 1, 2024, the Orange County Board of Supervisors should charter a multi-agency Task Force to address the fentanyl crisis. (F2, F7, F8, F9)

Response to Recommendation 1:

The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation. The Lowell Joint School District will participate should the Orange County Board of Supervisors form a charter a multi-agency task force to address the fentanyl crisis and should the Lowell Joint School District be invited to join the task force.

Recommendation 5: By January 1, 2024, the Orange County Department of Education should develop a model fentanyl/opioid prevention educational program to be offered to all K-12 school districts in Orange County. (F2, F8, F9, F10)

Response to Recommendation 5:

The recommendation has been implemented, with a summary regarding the implemented action. The Lowell Joint School District would accept an offer from the Orange County Department of Education should it develop a model fentanyl/opioid educational program and offer it to K-12 school districts in Orange County.

Recommendation 6: By October 1, 2023, the Orange County Department of Education should promote the use of currently established and in-place fentanyl and drug-related educational programs offered by OC agencies such as Health Care Agency, OC Sheriff's Department, and non-governmental organizations to all K-12 school districts in Orange County. (F2, F8, F9, F10)

Superintendent's Comment:

Response to Recommendation 6:

The recommendation has been implemented, with a summary regarding the implemented action. The Lowell Joint School District would be receptive should the Orange County Department of Education promote the use of currently established and in-place fentanyl and drug-related educational programs offered by OC agencies and non-governmental organizations to all K-12 school districts in Orange County.

It is recommended to approve the responses of the Lowell Joint School District recommendations in the 2022-2023 Orange County Grand Jury report entitled "Russian Roulette: Fentanyl in Orange County," published on June 21, 2023, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:





Lowell Joint School District

July 17, 2023

Prequalification of contractors - Option 1

We at PQBids propose the following services to Lowell Joint School District in the amount of:

1 year: \$15,000 2 years: \$28,500 3 years: \$40,500

- 1. To utilize our online automated prequalification web-based services for your school district.
- 2. Pre-qualify contractors using the DIR approved questionnaire.
- 3. Conducts interview process of two (2) prior projects.
- 4. Verify contractors past two (2) years of audited, or reviewed, financials by our in-house CPA.
- 5. Verify their surety letter and their accountant release letter.
- 6. Verify all contractors licenses.
- 7. Verify all contractors DIR Registration.
- 8. View all approved general contractors and sub-contractors on your homepage.
- 9. We will provide all technical support.
- 10. Contractors are approved for a term of 1 year from the date approved.
- 11. Appeal procedures noted on our website and through our tutorials. PQBids excludes all appeals procedures.

Additional CUPCCAA software

Option A

PQBids manages CUPCCAA software which includes the following:

- 1. Verify all contractors' licenses.
- 2. Verify all contractors DIR Registration.
- 3. Verify contractors have the necessary insurance to work.
- 4. We will additionally advertise once a year to designated approved construction trade journals for the districts, inviting all licensed contractors to register as well as all contractors that are already in PQBids database. PQBids alone has over 4000 contractors.
- 5. We will approve the contractors so all you would have to do is login and see your full list of contractors populated.

Additional \$3,000 per year (Normal price \$4,500 per year if no AB2031 Option)

Option B

District manages CUPCCAA software including approving and denying contractors.

\$4,500 per year.

1 year: \$18,000

AB2031 Option 1 & CUPCCAA Option A

Date: _____

Authorized signature only

All agreements are subject to our terms and conditions and policies per website pqbids.com

The Bids are due to the Front Desk Receptionist at the time and date specified within the Bid document. Electronic submission of the Bid will **NOT** be accepted.

NOTICE CALLING FOR BIDS

FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

BID DEADLINE:

Wednesday, June 21, 2023

2:00 P.M.

PLACE OF OPENING:

San Bernardino County SUPERINTENDENT of Schools

ATTN: Front Desk Receptionist

760 East Brier Drive

San Bernardino, CA 92408

Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called **SUPERINTENDENT**, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the **SUPERINTENDENT**.

All bids shall be made on the bid form furnished by the SUPERINTENDENT.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.

Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated.

The successful **VENDOR** may be required to furnish a Performance Bond in the amount at a level to be determined by the **SUPERINTENDENT**.

Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "BID ENCLOSED - #23/24-0005 Furniture: Systems and Stand Alone"

No VENDOR may withdraw his bid for a period of 90 days after the date set for the opening thereof.

To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit https://www.sbcss.k12.ca.us/index.php/business-services/business-support-services/procurement-and-warehouse-services/bids-upcoming

ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Respectfully,

Amber L Arias, Manager Procurement Services

Advertisement #1: May 30, 2023 Advertisement #2: June 6, 2023 Questions Due: June 13, 2023

Bids Due: June 21, 2023 2:00 p.m. Bid Opening: June 21, 2023 2:15 p.m.



FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a **VENDOR**(s) to supply furniture: new or refurbished, systems, stand alone and classroom furniture as per the requirements of the **SUPERINTENDENT**. Please see Attachment A for FAQs.

1. INSTRUCTIONS TO VENDORS

VENDORs shall conform to instructions provided in the bid document. All bids must be in a sealed envelope bearing the name and address of the **VENDOR** and must clearly state on the outside of the envelope in the lower left-hand corner "BID ENCLOSED #23/24-0005 Furniture: Systems and Stand Alone".

1.1 Delivery Address

San Bernardino Superintendent of Schools Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408

1.2 Bid Opening

VENDORs must submit all required documents prior to the deadline. Bids received after the deadline will be deemed non-responsive as not meeting with statutory requirements. Bids are due to the Front Desk Receptionist at 2:00 p.m. on Wednesday, June 21, 2023 Bids will be opened and read at 2:15 p.m. via Zoom Please email amber.arias@sbcss.net if you are interested in receiving an invitation and call in information for the virtual bid opening.

1.3 Erasures

Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections will be noted in the margin and initialed in ink by the person signing the bid. Bids cannot be withdrawn or corrected after being opened. **SUPERINTENDENT** will not be responsible for errors or omissions on the part of **VENDOR**s in making up their bids.

1.4 Withdrawal of Bids

Any **VENDOR** may withdraw their bid, by written request any time prior to the scheduled opening date and time. All bids received shall become the property of **SUPERINTENDENT**.

1.5 Bid Preparation Cost

Costs for preparing bid response and any other related material is the responsibility of the **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

1.6 Questions Regarding Bid

Questions should be reduced to writing and e-mailed to Amber Arias, Procurement Services at <a href="mailed-em

1.7 Bid Content – All bids submitted shall include:

- Signature Page/Bid Form
- Non-Collusion Declaration
- Workers Compensation Certification
- Drug Free Workplace Certification
- Resellers Permit and/or manufacturer authorization letter

2.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any **VENDOR** and no **VENDOR** is authorized to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the bid form, recapitulations of work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the bid documents may result in **SUPERINTENDENT'S** rejection of the bids as not being responsive. No oral or telephonic modification of any bid submitted will be considered.

3.0 AWARD

SUPERINTENDENT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award, if made by **SUPERINTENDENT** may be to more than one **VENDOR** who meets all requested criteria, based on the needs of the **SUPERINTENDENT**.

4.0 VENDORS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same project unless alternate bids are specifically called for.

5.0 LENGTH OF CONTRACT

Length of contract shall be for a period of one (1) year with an option for up to two (2) additional one-year renewals in accordance with provisions contained in Education Code Section 17596.

6.0 PRICES

- **6.1** Prices shall remain firm for the entire term of the contract.
- **6.2** Bid is structured as a percentage off current manufacturer's list price with items to be ordered on an as needed basis.
- 6.3 Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded VENDOR shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the SUPERINTENDENT. Any additional installation charges (ie., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT.

7.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any bid price. California State Sales Tax should not be included in the **VENDOR**'s quotation. Public school districts are exempt from Federal Excise Tax.

8.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be approved by **SUPERINTENDENT'S** authorized representative. **SUPERINTENDENT** shall make payment for materials, supplies or equipment furnished under the purchase order within a reasonable and proper time after acceptance.

9.0 DELIVERY

Destination will be designated within the boundaries of the San Bernardino County Superintendent of Schools. Actual delivery dates should be coordinated with the **SUPERINTENDENT**. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips,

invoices, and packages. There shall be no minimum quantities required in order for the **SUPERINTENDENT** to place orders as needed. **Bid all items F.O.B., San Bernardino County** Superintendent **of School.** Destination will be designated within the boundaries of the San Bernardino County **SUPERINTENDENT** of Schools.

The right is reserved to reject and return at the risk and expense of the **VENDOR** such portions of any shipment which may be defective or fail to comply with specifications without invalidating the remainder of the order.

10.0 BRAND NAMES

This bid is a percentage off **VENDOR**'s catalog pricing. **VENDOR** will provide a list of manufacturers and/or manufacturer's products, with a percentage discount off of their current catalog pricing.

11.0 SAMPLES

Samples, when requested, must be furnished at no expense or obligation to **SUPERINTENDENT**. Samples should be plainly marked with **VENDOR** name, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the **VENDOR** at no cost to **SUPERINTENDENT**.

In addition, any and all product tests performed by **SUPERINTENDENT** are, and will be, considered sufficient to meet the terms of this section.

12.0 RESOURCE CONSERVATION

SUPERINTENDENT is fully committed to providing a safe and healthy school or work environment for students, families and staff. **SUPERINTENDENT** will promote the conservation of resources through "Green Practices" and take a proactive and preventative approach in the areas of purchasing, new construction, maintenance and operations. A form for this purpose will be provided to the awarded **VENDOR**(s).

13.0 QUANTITIES

SUPERINTENDENT does not guarantee quantities.

14.0 SAFETY REQUIREMENTS

All items proposed in response to this bid must conform with the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. **VENDOR**s receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the Procurement Office of **SUPERINTENDENT**, Material Safety Data Sheets (MSDS) for those items, when requested.

15.0 HOLD HARMLESS

VENDOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the

performance of this contract. It is understood that employees of the **VENDOR** in its performance under this contract are not agents or employees of **SUPERINTENDENT**.

16.0 DEFAULT BY VENDOR

If the successful **VENDOR** fails or neglects to furnish and/or deliver the supplies at the prices quoted, or at the times and places agreed upon, or otherwise fails to comply with the terms, conditions and specifications of this bid document in its entirety, **SUPERINTENDENT** reserves the right to cancel existing orders of any items affected by such default; and procure the supplies from other sources and deduct from any unpaid balance due to the successful **VENDOR** or collect against his sureties. The price paid shall be considered the prevailing market price at the time such purchase is made.

17.0 ASSIGNMENT

VENDOR shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

18.0 NOTICE OF TERMINATION

SUPERINTENDENT shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of outstanding invoices for products delivered prior to notice of termination.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party and sent certified mail.

19.0 CLAIMS/DISPUTES

Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.

20.0 OTHER AGENCIES: PIGGYBACK CLAUSE

Other public entities in the State of California may procure items off this bid under the same terms and conditions stated in the bid, pursuant to Public Contract Code Section 20118 and 20651 to 20659. Said public entities shall process their purchase orders and warrants directly to the successful **VENDOR** upon agreement by the public entity and the **VENDOR**.

21.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its term.

22.0 GOVERNING LAW

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

23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

24.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

25.0 ENTIRE AGREEMENT

This Agreement contains all of the understandings between the parties with respect to the subject matter. Any prior agreements, representations, statements, negotiations or undertakings whether oral or written are superseded hereby. Nothing modifying the terms and conditions will be binding unless made in writing and agreed to by both parties.

26.0 EFFECT OF WAIVER

No term or provision shall be waived, and no breach excused, unless consent is in writing and signed by both parties. Any consent to waive or excuse shall not constitute consent or waiver of any other subsequent breach.

27.0 COVENANT AGAINST GRATUITIES

VENDOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the VENDOR or any agent or representative of the VENDOR, to any officer or employee of SUPERINTENDENT with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, SUPERINTENDENT shall have the right to terminate the contract, either in whole or in part. Any loss or damage sustained by SUPERINTENDENT in procuring on the open market any items which VENDOR agreed to supply shall be borne and paid for by the VENDOR. The rights and remedies of SUPERINTENDENT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

28.0 PROTEST

VENDORs may protest the recommended award, provided the protest is in writing, contains the bid number and is delivered to the address listed for submission of bid documents, and submitted within five (5) calendar days of the date on which the bid was opened.

Grounds for a protest is that **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting **VENDOR** within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

29.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDOR**s to submit a non-collusion declaration. A form for this purpose is furnished with the bid documents.

30.0 PERFORMANCE BOND

Performance Bond may be required to be maintained during the life of the contract at the level to be determined by **SUPERINTENDENT**. A form for this purpose is furnished with the bid documents.

31.0 FINGERPRINTING REQUIREMENTS

This bid is subject to the provisions of Education Code Section 45125.1 and 45122.1. **VENDORS'** employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c) and 1192.7c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony. **SUPERINTENDENT** may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the contract. Acknowledgment of the fingerprinting requirements is included in the bid documents as Certification Page 14.

32.0 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

All policies shall contain additional endorsements naming the **SUPERINTENDENT** and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.

33.0 WARRANTY/QUALITY

VENDOR shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

34.0 PREVAILING WAGES

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the **VENDOR** or **SUPERINTENDENT** determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the **VENDOR** at that time.

35.0 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR

VENDORs must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the VENDOR named in the bidding documents. If VENDOR is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The SUPERINTENDENT reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

36.0 UNFORESEEN CONDITIONS STORAGE

After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). **SUPERINTENDENT** asks for the option to store the order in **VENDOR**s bonded, insured warehouse facility no longer than 60 days.

37.0 REFUSE/DUNNAGE REMOVAL

No additional charges will be allowed for refuse/dunnage removal during delivery. **VENDOR** will be responsible for removing cardboard, packing materials, pallets, etc. offsite at no additional cost to **SUPERINTENDENT**.

SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

<u>ADDENDA:</u> The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

	Date Received	Addendum No	Date Received	
Addendum No.	Date Received	Addendum No	Date Received	
BID AMOUNT: Plea	se provide percentage dis	scount and name of manufact	urer below.	
	_% off	manufacturer's list pric	е	
% off % off		manufacturer's list price	е	
		manufacturer's list price	е	
		manufacturer's list price		
		•		
-	_% off	manufacturer's list price		
	-	* labor and installation	fees	
	·	* Stair carry fees		
	3	* shipping costs	(if over 100 miles from	
distrib	ution	warehouse)		
	YES NO	* Unforeseen Condition	s storage per 36.0	
IF VENDOR CARRIE	ES MORE LINES, PLEAS	Zero (0), bidder must till (BE INDICATE MANUFACTUR ATTACH TO BID FORM.	out all lines marked with an	
PH/02-PH/03-				
COMPANY INFORM	IATION			
Company Name:	ntative:	lease type or print)		
Company Name:	ntative:(PI			
Company Name: Authorized Represen Company Address:	ntative:(PI	lease type or print)		
Company Name: Authorized Represen Company Address: Telephone Number:	ntative:(PI	lease type or print)		

NON-COLLUSION DECLARATION

(To Be Submitted with Bid)

The undersigned	declares:	
I am the	of	, the party making the foregoing bid.
company, assoc VENDOR has not The VENDOR has anyone else to p or indirectly, sou VENDOR or any any other VENDI indirectly, subminiformation or dabid depository, o	iation, organization of directly or indirect as not directly or industrial in a sham bid, or aght by agreement, other VENDOR, or DOR. All statement ted his or her bid at a relative thereto,	interest of, or on behalf of, any undisclosed person, partnership, or corporation. The Bid is genuine and not collusive or sham. The rinduced or solicited any other VENDOR to put in a false or sham bid. It is induced, conspired, connived or agreed with any VENDOR or to refrain from bidding. The VENDOR has not in any manner, directly communication or conference with anyone to fix the bid price of the ofix any overhead, profit or cost element of the bid price, or of that of contained in the bid are true. The VENDOR has not, directly or rice or any breakdown thereof, or the contents thereof, or divulged to any corporation, partnership, company, association, organization, agent thereof, to effectuate a collusive or sham bid, and has not paid, for such purpose.
joint venture, lim	ited liability compa	eclaration on behalf of a VENDOR that is a corporation, partnership, y, limited liability partnership, or any other entity, hereby represents ute, and does execute, this declaration on behalf of the VENDOR .
		rjury under the laws of the State of California that the foregoing ration is executed on:
	at city)	, (date) (state)
		X

WORKERS' COMPENSATION CERTIFICATION

(To Be Submitted with Bid)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date:	VENDOR
Ву:	 Signature

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

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

(To Be Submitted with Bid)

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

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

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

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

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

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

Date:	
Signature, Vendor	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to______hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

FURNITURE: SYSTEMS AND STAND ALONE

BID NO. 23/24-0005 WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice. as Surety, an admitted Surety insurer pursuant to NOW THEREFORE, we, the Principal and_ Code of Civil Procedure, Section 995.120, legally doing business in California at held and bound unto the SUPERINTENDENT, in the sum of DOLLARS firmly), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the SUPERINTENDENT, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue. As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by SUPERINTENDENT, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the SUPERINTENDENT from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains. And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications. In the event suit is brought upon this bond by the SUPERINTENDENT and judgment is recovered, the Surety shall pay all costs incurred by the SUPERINTENDENT in such suit, including a reasonable attorneys' fee to be fixed by the court. IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ______day _____, 2020. PRINCIPAL (Corporate Seal) TYPED/PRINTED NAME_____ (Corporate Seal) SURETY (Attach Attorney-in Fact Certificate) TYPED/PRINTED NAME_____

TITLE_____

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

certifies that it has performed one of the following:
(Name of Contractor)
Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.
As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.
OR
□ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
The installation of a physical barrier at the worksite to limit contact with pupils.
2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.
Date
Name of Contractor
Signature

Attachment A

Frequently Asked Questions (FAQ)

- Q1. Section 6.3 states that the "Awarded vendor shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the superintendent." There is also a line for "Labor and Installation fees" on the Signature Page/Bid From. Can you please clarify the purpose of the "Labor and Installation fees"?
- A. SUPERINTENDENT may opt to purchase additional items from VENDOR that are not included in the awarded group of manufacturer's products.

Also, Section 6.3 states "Bid prices are to include shipping, F.O.B. San Bernardino County Superintendent of Schools, except when District's shipping destination is a radius of 100 or more miles from Bidder's distributing warehouse. Awarded VENDOR shall deliver and install all office furniture, classroom furniture, accessories, and sundries at no charge to the SUPERINTENDENT. Any additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT."

Please notate on the bid form if there are any conditions where **VENDOR** may charge "Labor and Installation Fees", and what those fees might entail (hourly rate, flat fee based on thresholds of dollar amount purchased, etc.).

- Q2. Section 34 states that when prevailing wage is required, a separate quote for the prevailing wage labor will be provided by the vendor at that time.
 - Does this mean prevailing wage labor is considered separate from the "labor and installation fees" line on the Bid Signature Page?
 - Will vendors be allowed to provide a quote for prevailing wage labor for each separate prevailing wage job at the time of the order? If so, should we note on the Signature Page/Bid Form that all prevailing wage labor will be quoted and provided to the purchaser at the time of purchase?
- A. The "labor and installation fees" line on the Bid Signature Page refers to any additional labor charges for delivery as described in Question 1.

SUPERINTENDENT may purchase modular or cubicle furniture that would fall under prevailing wage labor requirements described in labor code sections 1773 or SB 854. In this circumstance, a quote will be requested of the VENDOR for prevailing wage labor, as described in Section 34.0 PREVAILING WAGES. It is not necessary to note on the Signature Page/Bid Form that prevailing wage labor will be quoted/provided at time of purchase.

- Q3. Will a Vendor's answer to Section 36: Unforeseen Conditions Storage impact whether or not the manufacturer/bid is awarded to the vendor?
- A. No
- Q4. Please confirm if this is only a catalog bid or a catalog and line item bid.
- A. This is only a catalog bid, with costs based on a percentage off current catalog pricing.
- Q5. Is a Manufacture able to submit a proposal and assign Authorized Resellers that would be able to Receive, Deliver and Invoice Purchase orders on our behalf? Currently we have several of our Resellers working with the San Bernardino County Superintendent of Schools and would like them all to be able to continue to offer their services.
- A. This bid is for authorized **VENDOR**s to provide pricing based on a percentage of the manufacturer's list or catalog price. We would ask your resellers to provide a response to Bid 23/24-0005.



FURNITURE: SYSTEMS AND STAND ALONE BID# 23/24-0005

ADDENDUM #1 June 14, 2023

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) has received the following questions regarding Furniture: Systems and Stand Alone bid. The questions and answers are as follows:

Question 1. Per Section 6.3; is all product drop shipping direct to SBCSS warehouse? Or should it be shipped to the dealer warehouse and then delivered and installed at SBCSS?

Answer: Product should be delivered to dealer warehouse and then delivered and installed at SBCSS sites unless otherwise noted when purchased.

Question 2. Are we able to charge Technical Specification fees? This would apply when field measurements, space planning, renderings and finish selections are involved.

Answer: These types of Technical Specification fees/charges would not be included as part of this bid and would be at the discretion of the vendor. Additional installation charges (i.e., stair carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of the purchase. No additional delivery or installation charges will be paid for by the SUPERINTENDENT.

Question 3. Per the Performance Bond form, the form is requesting a dollar amount to be listed; however, our bid proposal is a percentage discount rather than a lump sum. What is required to be listed in dollar amount on this form?

Answer: A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond <u>may</u> be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished in the bid documents is for your future reference.

Question 4. Is fingerprinting required in order to bid?

Answer: Fingerprinting is not required at the time of bid. Fingerprinting will be required once awarded and if the vendor or its employees may come into contact with students at any site while delivering and installing product.

Question 5. Do we need to publish? Where? San Bernardino Sun? For how long? What does the Proof of publication have to include (see first page of the bid form)?

Answer: There is no need to for the vendor to publish anything in relation to this Bid or award of contract.

The dates listing on the bottom of the Notice Calling for Bids is to notify potential bidders the SUPERINTENDENT's schedule for the bidding process.

Question 6. Are there any meetings we need to attend?

Answer. There are no meetings required in order to submit a bid.

Question 7. Is the application filled out in Blue or Black ink?

Answer: The bid forms can be submitted using blue or black ink but forms must contain original signatures.

Question 8. Is the attached bond the Performance bond that you need?

Answer: Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

Question 9. Is a Performance Bond necessary for Bid No. 23/24-0005?

Answer: A Performance Bond is not required at the time of bid. Once awarded, a Performance Bond may be required to be maintained during the life of the contract at a level determined by the SUPERINTENDENT. The form furnished is for your future reference.

Question 10. Per page 4, paragraph 6.1: "Prices shall remain firm for the entire term of the contract." Since this bid is a percentage discount off of manufacturers' current catalog/price list pricing, will SBCSS accept updated manufacturer price lists during the 1st year of the contract and throughout the 2 renewal terms, if the percentage discounts remain firm?

Answer: Yes, since this is a bid is a percentage discount off the manufacturers' current catalog, updated manufacturer price lists are accepted as long as the percentage discount remains in effect.

Question 11. As a Furniture Manufacturer we work through multiple dealers. Can multiple dealers represent the manufacturer on this bid? Or will only one vendor be awarded a manufacturers line?

Answer: Yes, multiple dealers can represent the manufacturer on this bid.

Question 12. Is it necessary to bid in order for SBCSS to do business with a vendor?

Answer: Although submitting a bid to SBCSS is not required for the SUPERINTENDENT to do business with a particular vendor, purchases made through a vendor that is not awarded the bid, would be limited to the annual bid limit, and purchases cannot exceed the bid limit amount in a fiscal year (July 1 – June 30). The bid limit is set in Public Contract Code (PPC) Section 20111(a) and adjusted annually by the State Superintendent of Public Instruction. As of January 1, 2023, the current bid limit is \$109,300.00.



Ted Alejandre County Superintendent

Transforming lives through education

June 27, 2023

CN School & Office Solutions, Inc. ATTN: Devyn Goss 500 E. Rincon St., Suite 100 Corona, CA 92879

NOTICE OF AWARD BID 23/24-0005 FURNITURE: SYSTEM AND STAND ALONE

Dear Devyn Goss

Thank you for your participation in the San Bernardino County Superintendent of Schools bid process. **CN School & Office Solutions, Inc.** is one of the successful bidders for BID#23/24-0005 Furniture: Systems and Stand Alone and is hereby awarded on <u>July 1, 2023, and will expire on June 30, 2024</u> and may be extended for up to two (2) additional one-year renewal by mutual written consent of both parties.

A purchase order will be issued as needed for purchases throughout the term of the agreement.

Please sign below for acceptance of the term as well as complete and sign Attachment A. A fully executed contract will be returned to you for your records upon acceptance of both parties.

Signature 7/3/23

Devyn Goss Signature 06/27/2023

Date

VICE PRESIDENT

Title

Kevin Garcia, Program Manager Procurement & Warehouse Services Devyn Goss CN School & Office Solutions, Inc.

Attachment A

Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process. San Bernardino County Superintendent of Schools is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

RREACH OF CONTRACT BY FITHER PARTIES

ı	District Continue of Ethici Philips
1)	Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.
	Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
	Does vendor agree? YES Initials of Authorized Representative of Vendor
	TERMINATION FOR CAUSE OR FOR CONVENIENCE

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the Superintendent reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino County Superintendent of Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino County Superintendent of Schools believes, in its sole discretion that it is in the best interest of San Bernardino County Superintendent of Schools to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino County Superintendent of Schools as of the termination date if the contract is terminated for convenience of San Bernardino County Superintendent of Schools. Any award under this procurement process is not exclusive and San Bernardino County Superintendent of Schools reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino County Superintendent of Schools.

Does vendor agree?	YES	DG	Initials of Authorized Representative of Vendor
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RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT

(C)	Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement"
	under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit
	organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research
	work under that "funding agreement,"; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401,
	"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and
	Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? \	YES _	DGInitials of Authorized Representative of Vendor	
		CLEAN AIR ACT (42 U.S.C.7401-7671q.)	

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended — Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES	DG Initials of Authorized Representative of Vendor	

DEBARMENT AND SUSPENSION

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department oragency.

DG

В	YRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)
Does vendor agree?	initials of Authorized Representative of Vendor

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(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by San Bernardino County Superintendent of Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by San Bernardino County Superintendent of Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree?	YES	DG	_Initials of Authorized	Representative of Vendor
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RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after

grantees or sub grantees submit final expenditure	reports or quarterly or	annual financial reports	, as applicable, and all other
pending matters are closed.			

Does vendor agree?	YES	DG	Initials of Authorized Representative of Vendor	
Does vendor agree?	1F2	_	initials of Authorized Representative of	r venaoi

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by San Bernardino County Superintendent of Schools for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES DG Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES __DG __Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: CN SCHOOL OFFICE Address: 500 E. RINCON ST. SUITE #10	E SOLUTIONS INC 0	
City: CORONA	State: CA	Zip: 92879
Phone Number: 949-597-0123	Fax #:	
Email Address: DEVYN@CULVER-NE	EWLIN.COM	
Printed Name of Authorized Representat	ive: DEVYN GOSS	
Signature of Authorized Representative:	Devyn Goss	Date: 06/27/2023
	1 11	

SIGNATURE PAGE/BID FORM

(Please type or print)

The undersigned having carefully examined the Notice Calling for Bids, the Specifications, and all contract documents for the proposed furniture: new or refurbished, systems, stand-alone and classroom furniture bid the following:

<u>ADDENDA:</u> The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (**VENDOR** to list all addenda).

Addendum No. 1	Date Received 1914 22	Addendum No	Date Received
Addendum No	Date Received	Addendum No	Date Received
DIERS	e provide percentage discount	t I	
%	off	 _manufacturer's list pric	
%	off	manufacturer's list pric	е
%	off	manufacturer's list pric	e
%	off	manufacturer's list pric	e
%	off	manufacturer's list pric	e
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		Stair carry fees IN	fees included in price juded in price
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distribut	on	warehouse)	
	YES X NO *	Unforeseen Condition	s storage per 36 0
	120 77 110	Omoreseen Condition	s storage per 50.0
uired information – ev	ven if the answer is Zero	(0). bidder must fill (out all lines marked with an asi
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PERCENTAGE OFF II			
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COMPANY INFORMAT	TION CN School & Office Solu	tions Inc.	
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COMPANY INFORMAT	CN School & Office Solution	tions Inc. /pe or print)	
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COMPANY INFORMAT Company Name: Authorized Representat	CN School & Office Solutive: Devyn Goss (Please ty 500 E Rincon St., Suite 1	/pe or print)	N/A

Authorized Representative's Signature:

Manufacturer	Percentage Off List
9to5	20%
Alumni	40%
Arcadia	25%
Artopex	25%
BuzziSpace	72%
Carpets 4 Kids	list +5%
CEF	20%
Certwood	40%
Claridge	28%
Diversified	35%
ECD	25%
Encore	25%
Eurotech	72%
FireKing	35%
Fomcore	40%
FSR	15%
Hirsh	30%
Hon	40%
HPFI	40%
Humanscale	40%
Jonticraft	list +5%
ISI	30%
Lesro	25%
LightCorp	50%
Maverick	20%
Mooreco	30%
Muzo-Works	10%
NPS	45%
Palmer Hamilton	15%
Platinum Visual	45%
Right Angle	40%
Safco	30%
Sico	15%
Smith System	72%
Таусо	35%
Tenjam	30%
VS	2%
Wisconsin Bench	40%
Webcoat / Superior	1.50%
Whitney Bros	2%
Workrite	72%



ULVER-NEWLIN

PLEASE NOTE: LARGE QUANTITY ORDERS MAY QUALIFY FOR A DEEPER DISCOUNT, WHICH WE WILL PASS ON DIRECTLY TO THE DISTRICT

NON-COLLUSION DECLARATION

(To Be Submitted with Bid)

The undersigned de	clares
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CN School &

I am the <u>President</u> of <u>Office Solutions</u>, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

June 19, 2023, at Corona , CA . (date)

× Claur.

WORKERS' COMPENSATION CERTIFICATION

(To Be Submitted with Bid)

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: June 19, 2023	VENDOR
By:Heather Bushem	Ollawa.
	Signature

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

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

(To Be Submitted with Bid)

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

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

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

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

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

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

June 19th, 2023

Date:

Signature, Vendor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the San Bernardino County SUPERINTENDENT of Schools identified as "SUPERINTENDENT", has given to______hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

NOW THEREFORE, we, the Princ Code of Civil Procedure, Section 9 held and firmly bound unto the S (\$		LLARS If truly to be present: ininistrators ditions an e kept an all become and of one amplete, a get the perimanship, in e obligation to the nany waition to the
firmly bound unto the S (\$_ made, we bind ourselves, our heirs THE CONDITION OF THIS OBLIG successors or assigns, shall in all agreements as defined in the said performed at the times and in the r indemnify and save harmless the S null and void, otherwise, it shall be As a condition precedent to the sa year after the acceptance of the V satisfactory repair and replacemen of one (1) year from the date of acc above obligation in penal sum there of the surety and the obligation of the And the said surety, for value recei terms of the Contract or to the wor affect its obligation on this bond, ar terms of the Contract, or to the worl In the event suit is brought upon t incurred by the SUPERINTENDEN	SUPERINTENDENT, In the sum of	LLARS it truly to be e present: ininistrator: ditions an e kept an g, and sha all becom ad of one implete, a g the per inanship, the obligati ition to the n any wa ition to the
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of	trument has been duly executed by the Principal and Surety above named, on the	d
(Corporate Seal)	PRINCIPAL	
	BY TYPED/PRINTED NAME	_
(Corporate Seal)	TITLE	
	SURETY	
	BY	
hAttomey-in Fact Certificate)	TYPED/PRINTED NAME	

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

CN S	School & Office Solutions Inc certifies (Name of Contractor)	that it has performed one of the following:			
23	Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the San Bernardino County Superintendent of Schools, pursuant to the contract/purchase order dated, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c) respectively.				
As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.					
	OR				
☐ Pursuant to Education Code Section 45125.2. Contractor will ensure the safety of pupils by one or more of the following methods:					
1) The installation of a physical barrier at the worksite to limit contact with pupils.					
2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.					
I declare under penalty of perjury under the laws of the United States that foregoing is true and correct.					
Date _		CN School & Office Solutions Inc. Name of Contraglor Signature			





CN School & Office Solutions is an authorized agency of the Department of Justice. All employees are put through a Live Scan finger printing process as part of general employment with the company.

Below is a list of CN employees:

Keith Hutcheson

Devyn Goss

Heather Bushem

Clarence Amaral

Kim Amaral

Kristopher Amaral

Brandon Bernal Moran

Yohana Bustillos

Tara Carlson

Daniel Cervantes

Gustavo Del Cid

Luke Diller

Onel Flores Garcia

Salvador Garay

Maria Garcia

Zoila Garcia

Baltazar Gonzales

Kelsey Laraba

Vincent Lopez

Jennifer Lorenzo

Rosa Delgado



CONTINUED TO PAGE (2)

CONTINUED...

Tyler White

Narciso Martinez Calvin McCarty **Christian Miranda** Leonardo Miranda **Ismael Morales** Dana Spicer Alfie Reodica Pablo Rodriguez Ovieda Jonathan Santiago Abraham Natanael Santos Barragan **Damien Santos Kimberly Smith** Sandra Kathleen Stemwedel **Devi Susanto Chad Toth** Sandra Urias **Enrique Valencia** William Wells Joshua Wheeler





Wednesday, June 7, 2023

RE: San Bernadino Schools Bid No. 23/24-005

To Whom It May Concern:

9to5 Seating is a vertically integrated manufacturer specializing in the design and production of ergonomic office seating to accommodate the rigorous demands of today's office environments. While 9to5 Seating has many years of experience manufacturing, we truly differentiate ourselves from our competitors by using vertical integration within our own manufacturing facilities. We are proud to be a United States based manufacturer with a facility in Hawthorne, CA.

Please accept this correspondence as confirmation that the following furniture dealer is an authorized servicing dealer approved to represent, specify, quote, sell and service 9to5 Seating's products, and is in good standing with 9to5 Seating:

Culver-Newlin 500 E Rincon Street, Suite 100, Corona, CA 92879

Please feel free to contact me directly if you have any questions or concerns regarding this submission. 9to5 Seating looks forward to serving you through this agreement's forthcoming term.

Kind regards,

Joni D. Stafford Contract Specialist

9to5 Seating LLC

Phone: 812-766-3736

Email: Joni.Stafford@9to5Seating.com



June 1, 2023

To whom it may concern,

In reference to commercial furniture, Systems and Standalone BID NO. 23 / 24 - 0005, our preferred dealer of choice is Culver-Newlin. They focus entirely on K-12 clients and we have worked successfully with them on a previous piggyback contract that is similar in nature to this bid. They are authorized to sell Artopex products in California and they meet all of your bid requirements, including:

-Having a local warehouse and a local showroom

-They employ their own installers and all Culver-Newlin employees are fingerprinted and background-checked through the DOJ

As of June 1, 2023, they are in good financial standing with Artopex and we do not anticipate any changes thereof.

Please let me know if you have any further questions.

reff Gara

Thank you,

Jeff Ebina President



June 1, 2023

Culver Newlin 500 E. Rincon St. Suite 100 Corona, Ca. 92879

RE: Letter of Authorization for Culver Newlin
San Bernardino County Superintendent of Schools Bid #23/24-0005

To Whom It may concern:

Culver Newlin is a preferred authorized dealer in good financial standing with Maverick Desk and thereby authorized to market, sell, distribute, warrant, and supply our products.

Please feel free to contact me should you have any questions.

Sincerely,

Tony Pacheco

President



15100 South Figueroa St. 1 Gardena, Cellfomia 90248 M: 310.251.5309 O: 310.436.6134 F: 310.436.6135 maverlokdesk.com 1 tpacheco@maverlokdesk.com



June 14, 2023



Culver-Newlin Inc.
520 Rincon St. Suite 100
Corona, CA 92879
Attn: Devyn Goss, Vice President – Sales & Marketing

RE: Dealer Authorization - San Bernardino County Superintendent of Schools Bid - Bid #23/24-0005 - Furniture Systems and Standalone Furniture

To Whom It May Concern:

This letter is to certify that Culver-Newlin, Inc. is an Authorized Dealer in Good Standing with Alumni Classroom Furniture Inc. and is, thereby authorized to submit a proposal, market, sell, distribute, and supply our entire product line for the above referenced bid/contract.

As an authorized dealer of our products, Culver-Newlin, Inc. is also authorized to provide installation services, warranty service work and/or maintenance services for Alumni Classroom Furniture Inc. products.

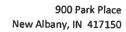
Please feel free to contact me should you have any questions.

Sincerely,

Joseph Campos

Relationship Support Manager Alumni Classroom Furniture Inc. Email: contracts@alumnicf.com

Tel: 1-(833)-939-9300 ext. 509





Phone 800-457-2424 or 812-948-8400

Fax 800-227-7513 www.fireking.com

June 9, 2023

To: San Bernadino County Superintendent of Schools 760 East Brier Drive San Bernadino, CA 92408

RE: Authorization Letter for Culver-Newlin Bid No. 23/24-0005 Furniture: Systems and Stand Alone

To Whom It May Concern,

Please be advised that Culver-Newlin, Inc. at 520 E. Rincon St. Corona, CA is an authorized dealer in good standing with FireKing International, LLC. Culver-Newlin is authorized to market, sell, distribute, or supply the brands incorporated under the FireKing price list and product line for all public sector and private sector bids; including Bid No. 23/24-0005 Furniture: Systems and Stand-Alone. Please feel free to contact me directly with any questions.

Sincerely,

Darren Tandy | Regional Sales Manager

FireKing | 900 Park Place | New Albany, Indiana 47150

Direct: 812.542.3337 or 800.457.2424 Ext: 3337 | Fax: 800-227-7513 | www.fireking.com



June 16th, 2023

RE: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

This letter is to confirm that Culver-Newlin, Inc., 520 E. Rincon Street, Suite #102, Corona, CA 92879 is an authorized dealer for BuzziSpace Inc.

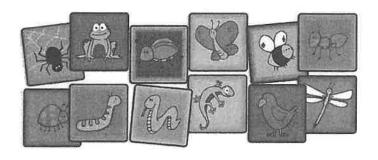
As our dealer, Culver-Newlin, Inc. is authorized to warrant bids, distribute, market, and install our full line of products for San Bernardino County Superintendent of Schools Bid No. 23/24-0005.

Sincerely,

Genevieve Lemire

Sales Director, North America BuzziSpace

Genevieve.lemire@buzzi.space 248.787.0303 45 West 21st Street NY, NY 10010





June 13, 2023

In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

This letter shall serve as confirmation that Culver-Newlin is an authorized dealer of Carpets for Kids to bid on FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005 in San Bemardino County Superintendent's Office.

Culver-Newlin is authorized to provide installation service, warranty service work and/or maintenance service work.

Culver-Newlin is a dealer for our entire product line and not restricted in any way. They have a great relationship and partnership with Carpets for Kids in selling and servicing our products and is a dealer in good standing.

Please reach out to me should you need anything further.

Sincerely,

Kelli McPhee

National Sales Manager

Lui a Maphie

Carpets for Kids 248-514-5303



PRODUCTS AND EQUIPMENT, INCORPORATED

805 Cottonwood Rd Annex 3 HARRISON, ARKANSAS 72601

E-MAIL: claridge@claridgeproducts.com

June 19, 2023

Culver-Newlin, Inc 520 E Rincon St. Corona, CA 92879

Subject: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To whom it may concern,

This letter is sent to confirm that the Company listed below is an authorized dealer in good standing with Claridge Products & Equipment LLC.

Culver-Newlin, Inc are certified in the installation of Claridge Products and Equipment products with the authority to preform warranty work as required.

PHONE: 870-743-2200

(800)434-4610 FAX: 870-743-1908

If you need any additional information or if you have questions, please feel free to contact us.

Thank you,

Marcus McNew

President

CLARIDGE PRODUCTS AND EQUIPMENT, INC.



Innovative Storage Solutions
Technical Plastic Injection Moulders

'ODC' Ohio Distribution Center 11 Technology Way Wintersville, Ohio 43952 Tel: 740-314-5874

Fax: 740-314-5314
Email: info@certwood.com
www.certwoodusa.com

June 16th 2023

San Bernardino County
Contract Culver Newlin / Certwood Limited.

Regarding: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To whom it may concern,

In reference to the San Bernardino County FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005.

Culver-Newlin is an Authorized Dealer to sell and distribute our (Certwood Storsystem) products in California.

As of June 1st 2023, Culver-Newlin are in good financial standing with (Certwood Storsystem).

Sincerely,

Chris Courtnell President

Office: 740-314-5874 Cell: 740-317-8247

chris@certwood.com

Registered in England 2024404

Registered Office: 1 Victoria Street, Dunstable, Beds. UK



June 12, 2023

Re: San Bernardino County Superintendent of Schools Furniture and Stand Alone, Bid No. 23/24-0005

To Whom It May Concern,

This letter serves as confirmation that as of June 1, 2023, Culver-Newlin is in good financial standing and an Approved and Authorized Dealer with Arcadia Chair Company.

Culver-Newlin is permitted to purchase, sell, market, and warrant all Products within Arcadia's & Encore's offerings and projects related to Arcadia Chair Company's product catalogs.

Should you require additional information, don't hesitate to reach out.

Sincerely,

Pamela Angeles

Pamela Angeles Contract Management Administrator pam@arcadiacontract.com



12th June 2023

Culver Newlin 500 E Rincon St, Ste 100 CORONA CA 92879 USA

To whom it may concern.

In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

As of June 1st 2023, Culver-Newlin is in good financial standing with Muzo and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

Please feel free to contact me directly if you have questions or concerns.

Best Regards

Min

Darren Buttle CEO

Head Office 360 Kiwanis Blvd West Hazleton PA 18202

Tel: 800-670-2578

sales
sales@muzo-works.com
Interior Designer
erika@muzo-works.com
Accounts
accounts@muzo-works.com

General Inquiries
hello@muzo-works.com
Production & Warehouse Manager
jordan@muzo-works.com
Customer Service
dev@muzo-works.com



June 14, 2023

San Bernardino Cty Superintendent of Schools Bid # 23/24-0005

RE: Letter of Authorization for Culver-Newlin

To Whom It May Concern:

Culver-Newlin is an authorized dealer in good standing for Diversified Spaces and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract for all 50 States.

Please feel free to contact me should you have any questions.

Sincerely,

Sarah Hanson

Contract Administration

Sarch Harron



June 13, 2023

To whom it may concern,

In reference to the furniture, systems and stand-alone Bid #23/24-0005, our preferred dealer of choice is Culver-Newlin. They focus entirely on K-12 clients and we have worked successfully with them on previous piggyback contracts that are similar in nature to this bid. They are authorized to sell Ergonomic Comfort Design, Inc. products in California and they meet all of your bid requirements.

As of June 13, 2023, they are in good financial standing with Ergonomic Comfort Design, Inc. and we do not anticipate any changes thereof.

Thank You

Al Agramohte

President



June 15, 2023

RE: Letter of Authorization

San Bernardino County Schools

Bid 23/24 0005

Furniture: Systems & Stand Alone

To Whom It May Concern:

Culver Newlin is an authorized dealer in good standing for Hirsh Industries LLC and, thereby authorized to market, sell, distribute, warrant and supply our products.

Please feel free to contact me should you have any questions.

Sincerely,

Jennifer Hester

National Sales Manager

Hirsh Industries

hesterj@hirshindustries.com

Gennifer Heater

(205)767-4930



Make your space work.

June 13, 2023

RE: Furniture: Systems and Stand Alone Bid No. 23/24-0005

This letter certifies that as of June 1, 2023, Culver-Newlin is in good financial standing with The HON Company and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

For more information about The HON Company, please visit our website at www.hon.com.

Should you have further questions or need more information, please do not hestitate to reach out me or our local representative Nik Weigand at 657-307-5767.

Sincerely,

Sales Operations Manager

SalesOpsTeam@honcompany.com



Jonti-Craft, Inc. 171 State Highway 68 PO Box 30 Wabasso, MN 56293

June 13, 2023

RE: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom It May Concern:

As of June 1st 2023, Culver-Newlin is in good financial standing with Jonti-Craft and is authorized to sell and service our product. We do not foresee any changes in this business relationship

Please reach out to me with any questions regarding this authorization.

Sincerely,

Matt Hinkle

National Sales Manager

notto Althe

Jonti-Craft, Inc.

507-342-6010

mhinkle@jonti-craft.com



June 19, 2023

RE: Letter of Authorization for Culver-Newlin in reference to: Furniture: Systems and Stand Alone Bid No. 23/24-0005

To Whom It May Concern:

Please be advised that as of June 1, 2023, Culver-Newlin is a dealer in good financial standing with our company, Jasper Seating Company, Inc (dba JSI/Jasper Group) and is authorized and approved as an authorized dealer to quote, sell, and service JSI product. We do not foresee any changes in this business relationship.

If you have any questions, or need anything further, please let me know. Thank you.

Sincerely,

Amanda Keithley

Contract Administrator

amanda Keithley









Lesro Industries, Inc.
1 Griffin Road South
Bloomfield, Connecticut 06002
Phone: 860.243,3226

Fax: 860.243.5392 www.lesro.com



June 8, 2023

RE: Letter of Authorization San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

This letter is to confirm that *Culver Newlin of Corona, CA* is an authorized dealer to market, sell, distribute, warrant, and supply all products and services offered by Lesro Industries, Inc. on the San Bernardino County Superintendent of Schools Bid No. 23/24-0005 furniture contract.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Sincerely,

Mark Dunton

Technical Marketing Project Coordinator

mark@lesro.com

860-243-3226 ext.7015 (phone) | 860-243-5392 (fax)



1770 East Keating Avenue Muskegon, MI 49442 231.366.4791

Jay L. Krause, National Contracts Manager Tina M. Rader, Contracts Manager

June 13, 2023

San Bernardino City Unified School District 777 North "F" Street San Bernardino, CA 92410

RE:

Letter of Authorization / RFP - Contract #23/24-0005

Culver-Newlin

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

Jay L. Krause

Day Ptram





Corporate HQ & Manufacturing 2885 Lorraine Ave. | Temple, TX 76501 P: 800.749.2258 | F: 866.888.7483

Showroom

4930 S. Congress Ave. #305 | Austin, TX 78745 P: 800.749.2258

June 13, 2023

RE:

Letter of Authorization - Culver Newlin

San Bernadino County Schools - #23/24-0005 Furniture: Systems and Stand Alone

To Whom It May Concern,

Culver Newlin is an authorized reseller and installer, in good standing, on behalf of MooreCo, Inc. They are authorized to sell, market, distribute, warrant and service our products and we hereby extend our full warranty to Culver Newlin for all MooreCo, Inc. products they sell on the above referenced contract.

Please do not hesitate to contact me should you have any questions or need any additional information.

Sincerely,

Kenneth Fagan

Kenny Fagan Bid/Contract Manager kfagan@moorecoinc.com Direct #: 254.239.7810





149 Entin Road, Clifton NJ 07014



www.nationalpublicseating.com

June 13, 2023

RE: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom it May Concern:

Please be advised that as of June 1st, 2023, Culver-Newlin, a preferred distributor, is in good financial standing with National Public Seating and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

As a preferred distributor Culver-Newlin is recommended for industry leading service and project management.

If I can be of further assistance, please do not hesitate to contact me directly.

Respectfully,

Les Dreb

National Public Seating 800-261-4112 x 105







June 12, 2023

San Bernardino County SUPERINTENDENT of Schools ATTN: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408

Re: Bid #23/24-0005 for Furniture Systems and Standalone Furniture

To Whom It May Concern:

This letter is to certify that Culver-Newlin is an Authorized Dealer in Good Standing with Palmer Hamilton, LLC.

Culver-Newlin is authorized to sell our products through Bid #23/24-0005 for Furniture Systems and Standalone Furniture.

If you desire additional information, don't hesitate to contact me at 262-274-4903 at any time or visit our website at https://palmerhamilton.com. Thank you for your interest in our product(s).

Sincerely,

Ty Maras

Vice President of National Sales, PHDesign, PHabLAB, INVENTORCLOUD

Palmer Hamilton, LLC

TMaras@palmerhamilton.com





June 8, 2023

RE: San Bernardino County Superintendent of Schools Bid No. 23/24-0005

To Whom It May Concern:

This letter is to confirm that Culver-Newlin, Inc., 520 E. Rincon Street, Suite #102, Corona, CA 92879 is an authorized dealer for RightAngleTM Products by K & A Mfg., Inc. As our dealer, Culver-Newlin, Inc. is authorized to warrant bids, distribute, market and install our full line of products for San Bernardino County Superintendent of Schools Bid No. 23/24-0005.

Sincerely,

Beth Knighton

6

Vice President
RightAngle™ Products

Email: <u>bethk@raproducts.com</u> Phone: 800-298-4351 ext.115

raproducts.com



June 7, 2023

Re: Bid No. 23/24-0005

To Whom It May Concern:

This letter confirms Culver-Newlin is an authorized SAFCO dealer in good standing. As such, Culver-Newlin may market, sell, and install SAFCO products.

Please feel free to contact me with questions.

Sincerely,

Steve Fitzgerald **Division Manager SAFCO Contract Furniture** 612-817-8685



CEF-Custom Educational Furnishings 2696 NC Hwy.16S Taylorsville, NC 28681

San Bernardino County Superintendent of Schools 760 East Brier Drive San Bernardino, CA 92408 Bid # 23/24 0005 Furniture: Systems & Stand Alone

June 14, 2023

Re: Letter of Authorization for Culver Newlin

To whom it may concern,

Please be advised that we hereby provide authorization to market, sell, distribute, warrant, or supply any product or service offered by CEF (Custom Educational Furnishings) through Culver Newlin.

Sincerely,

Tracy Jahnke

Regional Sales Manager



To whom it may concern,

In reference to: FURNITURE: SYSTEMS AND STANDALONE BID NO. 23/24-0005

As of June 1st 2023, Culver-Newlin is in good financial standing with Superior Recreational Products and is authorized to sell and service our product. We do not foresee any changes in this business relationship. They focus entirely on K-12 clients and we have worked successfully with them on a previous piggyback contract that is similar in nature to this bid. They are authorized to sell Superior Recreational Products in California and they meet all of your bid requirements, including:

-having a local warehouse and a local showroom

they employ their own installers and all Culver-Newlin employees are fingerprinted and background-checked through the DOJ

Sincerely,

Jarrod Collins
CSR / Account Manager
918-329-1014
Jarrod.collins@siibrands.com



June 14, 2023

San Bernardino City Unified 777 North F St. San Bernardino, CA 92410-3017

RE: Letter of Authorization for Culver Newlin for FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom It May Concern:

As of June 1, 2023 Culver Newlin is in good financial standing and is an authorized dealer for SICO America, Inc. and, thereby authorized to market, sell, distribute, warrant and supply our products in the state of California. We do not foresee any changes in this business relationship.

Please feel free to contact me at 952.941.1700, should you have any questions.

Sincerely,

Heidi Niesen

Vice President Sales and Marketing

SICO America, Inc.



June 13, 2023

San Bernardino County Superintendent of Schools 760 East Brier Drive San Bernardino CA 92408

RE: Manufacturer Letter of Authorization for Bid # 23/24-0005 Furniture – Systems and Stand Alone

To Whom It May Concern:

Culver-Newlin is an authorized dealer in good standing for Smith System Manufacturing and, thereby authorized to market, sell, distribute, and supply our entire product line for the above referenced solicitation/contract. This includes providing installation, service, warranty service work, and/or maintenance service work for said product.

Please feel free to contact me should you have any questions.

Sincerely,

Lorrie Gibbs Contract Manager

lorries@smithsystem.com

972-398-4067

Smith System^a



June 9, 2023

San Bernardino City Unified School District 777 North "F" Street San Bernardino, CA 92410

RE:

Letter of Authorization for Culver-Newlin

Furniture: Systems and Stand Alone Bid No. 23/24-0005

To Whom It May Concern:

Culver-Newlin is an authorized dealer in good standing for Tenjam and, thereby authorized to market, sell, distribute, warrant and supply our products and services as required on the above referenced bid and resulting contract.

Please feel free to contact me should you have any questions.

Sincerely,

Michael Collins
President

Direct: 678-777-0034

Email: mikec@tenjam.com



VS America, Inc. 1940 Abbott Street Unit 501 Charlotte, NC 28203

VS America Inc., Charlotte, NC 28203

San Bernardino County Superintendent of Schools 601 North E Street San Bernardino, California 92415

6/15/23

To Whom It May Concern:

In reference to: FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005 As of June 1st, 2023, Culver-Newlin is in good financial standing with VS America and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

Best Regards, VS America, Inc.

Mark Harvey Chief Financial Officer



June 13, 2023

Ms. Devyn Goss, VP Sales & Marketing Culver-Newlin, Inc. 520 E. Rincon Blvd, Ste 102 Corona, CA 92879

Reference: San Bernardino County Superintendent of Schools Bid No. 23/24-0005 Furniture: Systems and Stand Alone

Dear Ms. Goss:

This letter confirms that as of June 1, 2023, Culver-Newlin, Inc. of Corona, CA is in excellent financial standing with Whitney Brothers® and is hereby authorized to sell and service our complete product portfolio to the San Bernardino County Superintendent of Schools Bid No. 23/24-0005 Furniture: Systems and Stand Alone.

Please know that because of its unique competency and proven customer-centric acumen, Culver-Newlin, Inc. carries the strongest recommendation from Whitney Brothers® for SBCSS to engage your organization on this contract in order to provide access to our brand's award-winning products at excellent prices.

After your review, I welcome your contact at any time if you have any questions or need additional information.

Our thanks again for Culver-Newlin's important business partnership ~

Brian Vaillancourt

VP Sales & Marketing 603.352.2610 x112 briany@whitneybros.com 93 Railroad St., Keene NH 03431 www.whitneybros.com

WHITNEY BROTHERS







June 14, 2023

San Bernardino Cty Superintendent of Schools

RE:

Letter of Authorization for Culver-Newlin

Bid 23/24-0005 – Furniture: Systems and Stand Alone

To whom It May Concern:

Culver-Newlin, is an authorized dealer in good standing for WB Manufacturing and, thereby authorized to market, sell, distribute, warranty and supply our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

Sarah Hanson

Contract Administrator



June 13, 2023

San Bernardino City USD

RE: Culver-Newlin Response to San Bernardino City USD FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005

To Whom It May Concern,

As of June 1st 2023, Culver-Newlin is in good financial standing with Workrite Ergonomics and is authorized to sell and service our product. We do not foresee any changes in this business relationship.

Please feel free to contact me if there are any questions.

Regards,

Donna Bobalek

National Government Contract Manager

dbobalek@workriteergo.com

571.565.5077



BID #23/24-0005 FURNITURE: SYSTEMS AND STAND ALONE

DAILY JOURNAL CORPORATION CALIFORNIA NEWSPAPER SERVICE BUREAU

P.O. Box 54026 LOS ANGELES CALIFORNIA 90054-0026 PHONE: (213) 229-5300 FAX (213) 229-5481

FEDERAL TAX ID:95-4133299

INVOICE Invoice Number Date 6/6/2023 B3705158 Customer Account Number 1124126731 Customer Payment Reference PO230000 Special Project

Ordered by:

SAN BERNARDINO SUPERINTENDENT OF S.B. COUNTY SUPERINTENDENT OF SCHOOLS 760 EAST BRIER DRIVE SAN BERNARDINO, CA 92408 USA

For payment processing, please forward to: Page 1 of 1

LEGAL ADVERTISING

ACCOUNTS PAYABLE S.B. COUNTY SUPERINTENDENT OF SCHOOLS 760 E. BRIER DRIVE SAN BERNARDINO, CA 92408 USA

DUE UPON RECEIPT.

Type	Order No	Description	Amount
Invoice	B3705158	BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE BID NOTICE INVITING BIDS 89900 SAN BERNARDINO COUNTY SUN 05/30,06/06/2023	614.88
		\$ 3.66 * * 84 AgateLines * 2 Ins * 1 Cols 614.88	

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To ensure proper credit please write your account number 1124126731 on your check. Also, please detach and return this portion of the invoice with your payment. For account support,	Invoice Date 6/6/2023	Invoice Number B3705158	Customer Numb	er
please email: anthony_gutierrez@dailyjournal.com or call: 2132295584.	* A O O	0 0 0 6 3 3 0 0 6	5 *	
Government Advertising - Division 1124	Amount Due			614.88
DAILY JOURNAL CORPORATION CALIFORNIA NEWSPAPER SERVICE BUREAU ATTN: ACCOUNTS RECEIVABLE PO BOX 54026 LOS ANGELES, CA 90054-0026	760 E. BRIER D	SUPERINTENDENT		

SAN BERNARDINO COUNTY SUN

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408 Telephone (909) 889-9666 / Fax (909) 884-2536

SAN BERNARDINO SUPERINTENDENT OF S.B. COUNTY SUPERINTENDENT OF SCHOOLS 760 EAST BRIER DRIVE SAN BERNARDINO, CA - 92408

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

BID #23/24-0005 FURNITURE: SYSTEMS & STAND ALONE

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

05/30/2023, 06/06/2023

Executed on: 06/07/2023 At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

SB #: 3705158

NOTICE CALLING FOR BIDS FURNITURE: SYSTEMS AND STAND ALONE BID NO. 23/24-0005 BID DEADLINE: June 21, 2023 2:00 P.M. PLACE OF OPENING: San Bernardino County Bernardino County SUPERINTENDENT of Schools ATTN: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408 Notice is hereby given that the San Bernardino County Superintendent of Schools hereafter called SUPERINTENDENT, will receive sealed bids up to, but not later than, the time fixed above for procuring furniture: new or refurbished, systems, stand alone and classroom furniture as required by the SUPERINTENDENT. All bids shall be made on the bid form furnished by the furnished by the SUPERINTENDENT. Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Bids shall remain open, valid and subject to acceptance anytime within ninety (90) days after the bid opening date and time unless otherwise stipulated. The successful VENDOR may be required to furnish a Performance Bond in the amount at a level to be determined by the SUPERINTENDENT. Sealed bids will be received by the Front Desk Receptionist, 760 East Brier Drive, San Bernardino, CA 92408, on or before the time and date stated above. Bids will remain sealed until the time and date stated. Bids must be sealed and clearly marked on the outside of the envelope in the lower left-hand corner "BID ENCLOSED-#23/24-0005 Furniture: Systems and Stand Alone" No VENDOR may withdraw his bid for a period of 90 days after the date set for the opening thereof. To request a copy of the Bid document, please contact Procurement and Warehouse Services at (909) 386-9508 or visit https://www.sbcss.k12.ca.us/index.ph/business-support-services/bids-upcoming furnished by SUPERINTENDENT. Each support-services/procurement-andsupport-services/procurement-dnd-warehouse-services/bids-upcoming ELECTRONIC SUBMISSION OF BIDS WILL NOT BE ACCEPTED. Advertisement #1: May 30, 2023 Advertisement #2: June 6, 2023 Questions Due: June 13, 2023 Bids Due: June 21, 2023 2:00 p.m. 5/20.6/6/23 5/30, 6/6/23

SBS-3705158#

Janya

Signature



Manufacturer	Percentage Off List	
9to5	50%	
Alumni	40%	
Arcadia	25%	CULVER-NEWLIN
Artopex	25%	
BuzziSpace	25%	FURNITURE FOR SCHOOLS & OFFICES
Carpets 4 Kids	list +5%	
CEF	20%	
Certwood	40% PL	EASE NOTE: LARGE QUANTITY ORDERS MAY QUALIFY FOR A DEEPER DISCOUNT, WHICH WE WILL PASS ON DIRECTLY TO THE DISTRICT
Claridge	28%	
Diversified	35%	
ECD	52%	
Encore	25%	
Eurotech	25%	
FireKing	35%	
Forncore	40%	
FSR	15%	
Hirsh	30%	
Hon	40%	
HPFI	40%	
Humanscale	40%	
Jonticraft	list +5%	
JSI	30%	
Lesro	25%	
LightCorp	20%	
Maverick	50%	
Mooreco	30%	
Muzo-Works 10	10%	
NPS	45%	
Palmer Hamilton	15%	
Platinum Visual	45%	
Right Angle	40%	
Safco	30%	
Sico	15%	
Smith System	25%	
Tayco	35%	
Tenjam	30%	
V5	5%	
Wisconsin Bench	40%	
Webcoat / Superior	1.50%	
Whitney Bros	5%	
Workrite	25%	

Remit To:

Orbit Event Rentals 9525 Sorensen Ave.

Santa Fe Springs, CA 90670

www.orbiteventrentals.com

Invoice

Closed	Invoice#
Wed 8/ 9/2023	51634

Bill to:

Customer #: 22819

LOWELL JOINT SCHOOL DISTRICT A/P DEPT 11019 VALLEY HOME AVE.

Whittier, CA 90603

Job Descr: 50x100 CANOPY PURCHASE - MAYBROOK CAMPUS

PO#: T99F0007

Date Out Wed 8/ 2/2023

Terms	Aging Date
Due upon receipt	Wed 8/ 9/2023

Get your Party Off The Ground and into ORBIT!

Ordered By: DENISE M. SOTO 562 631-5440

Picked up by: DENISE M. SOTO

Sales Ren: Nori Guerrero 562-686-2247 nori@orbiteventrentals.com

Sales	Rep. Non Guerr	610 302-000-22-77 11	Office of the Contract of the			
Qty	Key	Items	Part#	Status	Event End Date	Price
	50X100X8 U	SED CANOPY PURC	CHASE			
1	MSS	50x100x8 JUMBO AI FRAME 100 USED WHITE CANOPY TO	LUMINUM P, PIPE, FITTINGS, STAKES, PINS. TENT	Sold	Fri 7/21/2023	\$30,195.00
		WNS AND WATER BARRELS A				
30	WB55B-1	WATER BARREL 55 (BLUE)	GALLON	Sold Asset	Tue 8/ 1/2023	\$1,498.50
	FOR SAFE AND	HORING OF CANOPY.				
30	CSTRAP-1	CANOPY STRAP		Sold Asset	Tue 8/ 1/2023	\$660.00
	FOR ANCHORII	NG TENT TO WATER BARRELS),	l		
1	000DEL	FREIGHT/DELIVERY ON	//INSTALLATI	Sold	Tue 8/ 1/2023	\$500,00

Delivery Wed 8/ 2/2023 8:00AM - 5:00PM

DENISE SOTO 562-902-4293 MAYBROOK SCHOOL 11700 Maybrook Whittier, CA 90604

DELIVERY & INSTALL CANOPY WED. AUG 3

WATER SOURCE REQUIRED WITHIN 50FT OF TENT

- QUOTE IS BASED ON PURCHASE OF TENT ONLY, NOT RENTAL.
- USED/AS IS CONDITION. ALL SALES ARE FINAL. BUY BACK OPTION AVAILABLE, CALL FOR MORE INFO.
- DELIVERY & INSTALLATION NOT INCLUDED WITH SALE OF CANOPY BUT AVAILABLE FOR ADDITIONAL FEE.
- ONCE DELIVERED OR INSTALLED, CANOPY BECOMES PROPERTY OF LOWELL JOINT SCHOOL DISTRICT.
- OER WILL NOT BE HELD LIABLE FOR BODILY HARM OR PROPERTY DAMAGE DUE TO PURCHASED TENTS. - IF TENT CANNOT BE STAKED IN THE GROUND, 55 GAL WATER DRUMS REQUIRED FOR ANCHORING TENT.
- 55 GAL WATER DRUMS AVAILABLE @50.00 EACH. MINIMUM 30 BARRELS RECOMMENDED FOR ANCHORING A 50X100 TENT.
- MONTHLY TENT SAFETY INSPECTION HIGHLY RECOMMENDED FOR LONG TERM USAGE

ALL SALES FINAL

Invoice #: 51634

Payment Due upon receipt

Please pay from this invoice.

Total Amount:	\$39,605.62	Discount: \$3,355.00	Total Paid	\$0.00	Total Due	\$36,250.62
\$36,208.5	50					\$3,397.12
Rental and Sale	es:					Sales Tax

562-696-8875

www.orbiteventrentals.com

562-696-8862

Signature:

DENISE M. SOTO



August 9, 2023

Via E-Mail jcoombs@ljsd.org

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

Re:

2024 Election and General Obligation Bonds

Dear Mr. Coombs:

Orrick, Herrington & Sutcliffe LLP 2050 Main Street Suite 1100 Irvine, CA 92614-8255

+1 949 567 6700 orrick.com

Donald S. Field

E dfield@orrick.com D +1 949 852 7727 F +1 949 567 6710

On behalf of Orrick, Herrington & Sutcliffe LLP ("Orrick"), I would like to express our appreciation for your choice of our firm to serve as bond counsel ("Bond Counsel") and disclosure counsel ("Disclosure Counsel") to Lowell Joint School District (the "Issuer"), in connection with the seeking of voter approval and proposed issuance of general obligation bonds (the "Bonds") to finance school facilities projects (the "Project"). The purpose of this engagement letter and the attached Standard Terms of Engagement (collectively, the "Agreement") is to confirm the terms and conditions upon which Orrick will be providing legal services to the Issuer. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship.

Orrick's services as bond and disclosure counsel to the Issuer in this transaction will consist of the Customary Bond Counsel Services and Customary Disclosure Counsel Services described in the Standard Terms of Engagement attached hereto and the following additional services to the Issuer with respect to seeking voter approval of the Bonds: (i) coordination with the County of Los Angeles and the County of Orange (the "Counties") election officials to ensure that the necessary legal requirements are satisfied, (ii) preparation of the necessary resolution of the District's governing board (the "District Board") required to call the election and request consolidation with any other elections to be held on the same date, (iii) attendance at such meetings of the District Board and working group conference calls as Issuer may request, and assistance to Issuer staff in preparation of such explanations or presentations to the District Board as they may request regarding the election and proceedings therefor, (iv) preparation of the form of the tax information statement required to be distributed to voters, (v) review of the ballot arguments to be prepared by or on behalf of the Issuer, if requested, solely to evaluate whether or not statements summarizing the legal terms of the ballot measure are correct, and (vi) consultation with the Issuer and its staff, counsel, and financial advisor, and with the Counties and their staff, concerning the election proceedings.

In consideration of the Bond Counsel services set forth above, the Issuer shall pay to Orrick a fee of \$60,000 for the first series of Bonds and \$47,500 for each additional series of Bonds issued. In consideration of the Disclosure Counsel services set forth above, Orrick shall be paid a fee of \$27,500 for each series of Bonds.



Jim Coombs, Superintendent Lowell Joint School District August 9, 2023 Page 2

These fees are based upon the assumption that each series of the Bonds will be issued on a single date, the scope of services will be limited and conform to the description thereof contained in this Agreement, the transaction will not have an extraordinary number of problems/issues, the parties will work to minimize the number of meetings, conference calls and document distributions, the Issuer will coordinate virtual attendance at meetings of the District Board which Orrick is requested to attend, the purposes of the financing and the structure of the transaction will not materially change after preparation of the documents has commenced, and the Bonds will be issued not later than six months from the date initial drafts of any of the bond issuance documents are distributed by Orrick. If any of these assumptions are incorrect, or if any unusual or unforeseen circumstances arise, and occasions substantial additional work or responsibility on the part of Orrick, Orrick will be entitled to seek additional compensation in such amount as the Issuer and Orrick shall mutually agree to be appropriate.

In addition to the fee provided above, Orrick shall be paid a fixed amount of \$2,500 for each series of Bonds to cover costs and expenses (direct and indirect) incurred in connection with the services rendered as set forth herein, including (without limitation) document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime and other similar expenses; provided that legal publication charges and printing expenses shall be the responsibility of the Issuer.

Orrick's fees (together with expenses) shall be contingent and payable upon the issuance of the Bonds.

Invoices shall be payable by the Issuer upon issuance of the Bonds if payable from Bond proceeds and otherwise within 30 days of receipt. The obligation to pay our invoices is solely the Issuer's and is not contingent upon any right of the Issuer may have for reimbursement, indemnification or insurance; or the Issuer's receipt of any other form of payment the Issuer may claim or expect to receive from some other party.

This engagement letter and the attached Standard Terms of Engagement represent the entire understanding and agreement between the Issuer and Orrick with respect to the subject matter referred to herein. The Issuer acknowledges that this engagement letter and the attached Standard Terms of Engagement have been carefully reviewed and their content understood and that the Issuer agrees to be bound by all of the terms and conditions and represents that the person signing below has been authorized to do so on behalf of the Issuer. Furthermore, the Issuer acknowledges that Orrick has made no representations or guarantees to the Issuer regarding the successful issuance of the Bonds, the tax status of interest on the Bonds or the time necessary to complete the issuance of the Bonds.

Nothing in the Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the Issuer and Orrick any legal or equitable



Jim Coombs, Superintendent Lowell Joint School District August 9, 2023 Page 3

right or claim under or in respect of the Agreement or with respect to services contemplated hereby, and the Agreement shall inure to the sole and exclusive benefit of the Issuer and Orrick.

The provisions of this engagement letter may only be amended in writing and signed by both parties.

The Agreement will take effect upon execution of this engagement letter, but its effective date will be retroactive to the date Orrick first performed services. This engagement letter may be executed in counterparts, and an electronically transmitted signature shall be deemed to be the legal equivalent of an original signature.

If you have any questions, please feel free to contact the undersigned. If the foregoing, together with the attached Standard Terms of Engagement, is satisfactory, please sign and return a copy of this letter to me. We look forward to working with you and to a successful completion of this transaction.

Very truly yours,

Orrick, Herrington & Sutcliffe LLP

Donald S. Field

ACKNOWLEDGED AND AGREED TO:

LOWELL JOINT SCHOOL DISTRICT

By_____

Name: Jim Coombs
Title: Superintendent

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the engagement letter accompanying these Standard Terms of Engagement (the "Engagement Letter") or in another agreement signed by Issuer (as defined in the Engagement Letter) and Orrick, Herrington & Sutcliffe LLP ("Orrick") the following provisions shall apply to the relationship between Orrick and Issuer.

1. Issuer

Orrick's engagement is only on behalf of Issuer. In performing the services set forth in the Engagement Letter, Orrick will act as special counsel to Issuer with respect to issuance of the Bonds; Orrick will assist Issuer's counsel in representing Issuer with respect to the Bonds in a manner consistent with Orrick's role set forth in the Engagement Letter. Orrick's representation of Issuer does not encompass any governing board member, officer or employee of Issuer; any agency, department or office part of or affiliated with Issuer; or any other person or entity affiliated with Issuer. If any of these persons or entities require the services of counsel in connection with the Bonds, Orrick would be pleased to discuss whether Orrick might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on Orrick's review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from Issuer and from those seeking such additional representation.

2. Scope of Engagement

The scope of Orrick's representation of Issuer is limited to the specific services identified in the Engagement Letter and such additional matters as Issuer and Orrick may in their mutual discretion agree to in writing from time to time (collectively, the "Matter"). In each case, Orrick's agreement to any expansion of the scope of its representation of Issuer will be subject, among other things, to such additional conflict checks, waivers, approvals and other arrangements as Orrick may in its professional judgment deem necessary or appropriate in the circumstances and may be conditioned upon such fee adjustments or retainers as Orrick may require. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Orrick and Issuer entered into in connection with such expansion of the scope of Orrick's representation, the agreement reflected in these Standard Terms of Engagement and in the Engagement Letter applies to Orrick's current representation of Issuer and, to the fullest extent practicable, to any subsequent matters that Orrick agrees to undertake on Issuer's behalf. Orrick's services will not extend to other business or legal affairs of Issuer or to any other aspect of Issuer's activities. Orrick's receipt or use of confidential or other information from Issuer or others in the course of the representation described in the Engagement Letter does not mean that Orrick will render any advice or services other than those described in the Engagement Letter.

The parties agree that Orrick is not acting in a staff capacity or otherwise assuming the responsibilities for any public official currently designated in Issuer's conflict of interest code.

The parties also agree that Orrick is not being retained to, has no duty to, and will not, advise Issuer or otherwise be involved in Issuer's decisions as to (a) whether Issuer should issue the Bonds, (b) the principal amount, interest rate or other pricing terms of the Bonds, (c) what project(s) is/are to be financed or refinanced through the issuance of the Bonds (the "Project"), (d) whether Issuer should enter into contracts related to the possible issuance of the Bonds or (e) the financial terms to be included in the Bonds and/or any such contracts (collectively, the "Governmental Decisions"). Instead, Orrick is being retained to advise and to render opinions as to the validity of or other legal matters respecting the issuance or sale of the Bonds Issuer determines to issue and certain contracts Issuer determines to enter into in connection with the Bonds, as set forth in the Engagement Letter. Issuer also agrees that Orrick is not being retained, and has no duty, to provide financial advice of any kind to Issuer in connection with the foregoing. Issuer, through its governing board, staff and independent legal counsel, will be exercising its independent judgment regarding the Governmental Decisions. Issuer acknowledges that Orrick has not been involved with the preliminary discussions, evaluation, planning, drawing of plans and specifications and solicitation of bids related to the Project.

Customary Bond Counsel Services

When Orrick's role is Bond Counsel to Issuer, Orrick shall perform the following legal services to Issuer:

- (1) Analysis of eligibility of the Project under state law and for interest on the Bonds to excluded from gross income for federal income tax purposes.
- (2) Consultation with representatives of Issuer, Issuer's counsel, and any financial advisor or underwriters, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
- (3) Preparation of the resolution of the governing board of Issuer approving the issuance and sale of the Bonds and the documents to be adopted or entered into by Issuer required for the issuance of the Bonds, including the bond resolution or the indenture of trust or trust agreement between Issuer and a trustee (or, if applicable, the supplement to an existing bond resolution, indenture or trust agreement) (the "Major Legal Documents").
- (4) If the Bonds are to be sold through a competitive sale, preparation of the official notice of sale and the notice of intention to sell.
 - (5) In the case of a refunding, preparation of the refunding escrow agreement.
- (6) Preparation of summaries of the Major Legal Documents included in the official statement for the Bonds (the "Official Statement").

- (7) Participation in such meetings of Issuer and working group meetings or conference calls as Issuer may request.
- (8) Preparation of final closing papers to be executed by Issuer required to effect delivery of the Bonds (including the Tax Agreement).
- (9) Rendering of Orrick's customary form of final legal opinion to Issuer on the validity of the Bonds and the tax-exempt status of interest thereon, and, if required by the underwriters of the Bonds, Orrick's customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in the Official Statement of the Major Legal Documents and the tax portion of said final legal opinion and certain other matters and, in the case of a refunding, Orrick's customary form of defeasance opinion.
 - (10) Providing, in electronic form, closing transcripts.

Limitations

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of Issuer or any other party in any litigation or other legal or administrative proceeding, audit or investigation involving the Bonds or any use or investment of the proceeds thereof, or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content of any Official Statement or other disclosure document or presentation (other than preparation of a summary of the Major Legal Documents and of the portion of the opinion to be rendered by Bond Counsel concerning certain tax matters) or any rating agency or investor presentation or the preparation of any credit enhancement agreement, investment agreement or swap agreement. Bond Counsel services also do not include any responsibility for compliance with any federal or state securities laws, environmental, land use, procurement, real estate, construction, insurance or (except as required for tax exemption of the Bonds) tax laws or for title to, recording, filing or perfection or continuation of any liens or security interests in real or personal property. It is not the role or responsibility of Bond Counsel to assure that the interests of any parties other than Issuer are addressed or that any conditions to closing the transaction, other than as necessary in Bond Counsel's judgment to render the legal opinions delivered by Bond Counsel, have been satisfied or addressed. Neither Bond Counsel's role in the Bond closing nor Bond Counsel's provision of closing transcripts shall imply the completeness or adequacy of any items included in the closing transcript for any purpose other than as expressly addressed in the legal opinions delivered by Bond Counsel. Bond Counsel services are limited to legal advice and do not include any financial advice or analysis, including advice concerning whether or not to issue the Bonds, or adopt any Bond related resolutions or enter into any Bond related agreements. Bond Counsel services do not extend past the date of issuance of the Bonds and do not, for example, include services related to rebate or other post-issuance tax compliance, continuing disclosure, amendments to any of the Bond related documents, post-issuance investments, interest rate swaps or management contracts entered into after the date of issuance of the Bonds, or redemption or defeasance of the Bonds. Any involvement by Bond Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Bond Counsel's responsibilities unless otherwise agreed to in writing.

Customary Disclosure Counsel Services

When Orrick's role is Disclosure Counsel to Issuer, Orrick shall perform the following legal services to Issuer:

- (1) Assistance in preparing a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Official Statement") for the Bonds. Such assistance will consist of participation in conferences with the Issuer, the underwriters of the Bonds (the "Underwriters"), their respective counsel, Issuer's financial advisor and other relevant participants, assistance in the preparation of information about the Bonds, Issuer and other material information and assistance in coordinating posting, printing or reproduction of the Preliminary Official Statement and the Official Statement, the cost of which shall be the responsibility of Issuer.
- (2) Rendering, in Orrick's customary form, addressed only to the Underwriters, of a so-called "10b-5 letter" (subject to customary limitations and exclusions).

Unless Orrick is also bond counsel, Issuer will rely upon, and Orrick will assume the accuracy of, the opinion of bond counsel with respect to the validity of the Bonds and the Bond documents, the federal and state tax-exempt status of interest on the Bonds, exemption from registration of the Bonds under applicable securities laws, and other matters customarily covered by opinions of bond counsel and counsel to other parties, and Orrick will not undertake any independent consideration thereof or have any other responsibility therefor. Bond counsel will also be responsible for preparing summaries of legal documents for inclusion in the Preliminary Official Statement and the Official Statement and giving an opinion as to the accuracy of the summaries of the legal documents and the Bonds and of Orrick's tax opinion contained in the Official Statement.

In performing Disclosure Counsel services, in addition to relying on the opinions described above, Orrick will be entitled to rely on the accuracy and completeness of information provided and certifications made by Issuer, the financial advisor, consultants, accountants, the underwriters, various counsel and other parties, without independent investigation or verification. While Orrick will undertake certain activities in order to provide the negative conclusion that constitutes the so-called "10b-5 letter", such activities are inherently limited in character and in scope. They cannot and will not encompass all of the activities an underwriter may be required to undertake in order to establish a due diligence or reasonable investigation defense (if available), and the securities

laws do not permit an underwriter to delegate completely duties of due diligence or reasonable investigation it may have to counsel.

Limitations

Disclosure Counsel services will be limited to those specifically set forth above and, for example, will not include other services, including but not limited to matters relating to the mode or manner of dissemination of the official statement, the accuracy of any printing or posting of the official statement, registration or qualification of the Bonds under federal or state securities laws, derivative products, regulatory matters (such as compliance with FINRA or MSRB rules or other broker-dealer regulations) or independent investigation of prior compliance with continuing disclosure undertakings, and will not include preparation or review of any rating agency or investor presentation or representation in any litigation or other legal or administrative proceeding, audit or investigation involving the Official Statement, the Bonds, the Project or any related matter. Disclosure Counsel services do not include any financial advice or analysis. Disclosure Counsel services are limited to legal advice and do not extend past the date of issuance of the Bonds and do not, for example, include services related to any post-issuance amendment of or supplement to the Official Statement or to any continuing disclosure. Any involvement by Disclosure Counsel in any of the matters referred to in this paragraph shall not constitute a waiver of any of the foregoing limitations on Disclosure Counsel's responsibilities unless otherwise agreed to in writing.

3. Costs and Expenses

Unless otherwise provided in the Engagement Letter, Issuer will pay Orrick for costs and expenses (direct and indirect) incurred in connection with the services set forth in the Engagement Letter, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcript and other similar expenses. Indirect costs, such as word processing, document reproduction and transcript costs, shall be payable at Orrick's standard cost recovery rates from time to time in effect.

Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the Issuer, but if paid by Orrick on behalf of Issuer, Issuer shall reimburse Orrick for such costs upon demand.

If any claim or action is brought against Orrick or any of its personnel which alleges negligence or wrongdoing of Issuer, or if Orrick or any current or former attorney or employee of Orrick is asked or required by a third party to testify or produce documents as a result of Orrick's representation of Issuer, Issuer agrees to pay Orrick for any resulting costs or expenses, including

Orrick's time, even if Orrick's representation of Issuer has ended. This paragraph is not intended to apply to any claim brought by or on behalf of Issuer alleging wrongdoing by Orrick.

4. Waiver of Conflicts of Interest

Orrick's agreement to represent Issuer in connection with the Matter is conditioned upon the understanding that Orrick is free to represent any clients (including entities that may be adverse to the Issuer) and to take positions adverse to either Issuer or an affiliate in any matters (whether involving the same substantive area(s) of law for which Issuer has retained Orrick or some other unrelated area(s), and whether involving business transactions, patent prosecution and patent validity and infringement opinion work, counseling, litigation or otherwise). Orrick agrees, however, to not represent any party other than Issuer in connection with the Bond financing prior to the date of termination determined in accordance with Paragraph 9 hereof without the consent of Issuer. In this connection, Issuer should be aware that Orrick regularly provides legal services for many private and public entities in connection with a wide variety of matters. (A summary of Orrick's current practice areas and the principal industries in which Orrick represents clients can be found on Orrick's web site at www.orrick.com.) For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, borrowers, developers, contractors, suppliers, financial and other consultants/advisors, accountants, investment and swap providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or the Project or that may be involved with or adverse to Issuer. In addition, Orrick's wholly-owned subsidiary BLX Group LLC may provide financial advisory services, including arbitrage rebate compliance and other post-issuance compliance services, to other parties involved in the Bond financing and Orrick may provide legal advice to such other parties in connection with such BLX Group LLC services. Orrick will, of course, hold in confidence Issuer's secrets and confidences. Similarly, Issuer understands that while Orrick may obtain confidential information from other clients that may be of interest to Issuer, Orrick cannot share such information with Issuer. Issuer acknowledges that it has had the opportunity to consult with its counsel about the consequences of the waiver set forth in this paragraph. Issuer consents to these other representations, agrees that it will not seek to disqualify Orrick from any such present or future representations, and waives any actual or potential conflict of interest that might arise or be deemed to arise, now or in the future, from this engagement of Orrick in the Matter and any past, current or future representations.

5. Internal Communications

The occasion might arise for Orrick, at Orrick's own expense, to consult regarding the Matter or this engagement with its own counsel (e.g., Orrick's General Counsel, other firm lawyers working with Orrick's General Counsel who do not perform work for Issuer in connection

with the services provided pursuant to this Engagement Agreement, or Orrick's own outside counsel). To the extent that Orrick is addressing its own rights or responsibilities, a conflict of interest might be deemed to exist between Orrick and Issuer as to such consultation or resulting communications, particularly if a dispute were ever to arise between Orrick and Issuer regarding the Matter. A condition of this engagement is that Issuer hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify Orrick from continuing to represent Issuer or from acting in Orrick's own behalf, even if such consultation or communications might be deemed adverse to the interests of Issuer. Issuer acknowledges and agrees that any such consulting and communications are protected from disclosure to Issuer by Orrick's own attorney-client privilege.

6. Responsibilities of Orrick and Issuer

Issuer shall have and will rely on Issuer's elected, appointed or retained chief legal officer or on outside counsel (other than Orrick) ("Issuer Counsel") to render day-to-day and ongoing general legal services and to advise Issuer with respect to all Governmental Decisions. Orrick shall circulate documents to and coordinate its services with Issuer Counsel to the extent requested by Issuer or Issuer Counsel. Orrick shall be entitled to assume that Issuer Counsel has reviewed all documents and matters submitted to Issuer for adoption or approval or to officers of Issuer for execution prior to such adoption, approval or execution.

In rendering opinions and performing legal services, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer and other parties, counsel and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Orrick not working directly on the Matter will not be imputed to Orrick nor shall there be any duty on Orrick's part to make any inquiry of such other attorneys or non-attorneys.

Orrick will provide to Issuer legal counsel and assistance in accordance with the Engagement Letter and this Standard Terms of Engagement. Issuer will not look to or rely upon Orrick for any investment, accounting, financial or other non-legal advice or for any advice with respect to Governmental Decisions, including without limitation any advice regarding the character or credit of any person with whom Issuer may be dealing. Although Orrick will at times communicate with Issuer by e-mail, letter, or other written form, Orrick may provide much of its counsel and assistance in telephone conversations and meetings with Issuer. In addition, Orrick shall have the right, subject to applicable rules of professional responsibility, to discard any files or other materials relating to the Matter either before or after termination of Orrick's representation of Issuer.

For Orrick to represent Issuer effectively, Orrick needs Issuer to provide Orrick with complete and candid information regarding matters relating to the Bonds and the Project, and, if

Orrick is providing Disclosure Counsel Services, regarding financial, operating and other information material to prospective investors in the Bonds, to keep Orrick informed of relevant developments, to make decisions necessary for Orrick to fulfill its responsibilities with respect to the Bonds and otherwise to provide to Orrick Issuer's reasonable assistance and cooperation.

Orrick shall maintain errors and omissions insurance coverage applicable to the services to be rendered pursuant to the Engagement Letter.

The Engagement Letter and these Standard Terms and Conditions shall not be the basis of any breach of contract claim that would have the effect of extending any statute of limitations pertaining to legal malpractice to the statute of limitations pertaining to breach of contract.

Orrick will not be responsible for any services performed by, or acts or omissions of, any co-counsel or other transaction participant.

7. Client Files (Cloud Storage, Retention and Disposition)

Orrick recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services to host, process, and analyze data, including client data. Orrick's primary Data Management System is cloud based in all permissible jurisdictions.

Unless otherwise required by outside counsel guidelines or specific client instruction, Orrick will retain all hardcopy and electronic records for a period of years consistent with Orrick's internal records retention policy. When that time expires, Orrick's policy is to destroy all records related to the Matter in a manner that preserves confidentiality. Orrick will use its best efforts to contact Issuer, using the most up to date contact information in Orrick's possession, 60 days prior to the destruction of any of Issuer's records, so that Issuer may provide alternate retention instructions as necessary. Issuer understands and agrees that records related to the Matter will be destroyed in the absence of such alternate instruction or if Orrick is unable to establish contact with Issuer. If Issuer has a records retention policy in place with which outside counsel will need to comply, Issuer shall advise Orrick so that Orrick may so inform its records department.

Issuer understands that "materials" include paper files as well as information in other forms of storage, including voicemail, e-mail, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. Orrick reserves the right, at Orrick's expense, to make copies of documents generated or received by Orrick in the course of Orrick's representation of Issuer. When Issuer requests copies of documents from Orrick, copies that Orrick generates will be made at Issuer's expense. Orrick will maintain the confidentiality of all documents throughout this process.

Orrick's own files pertaining to the Matter will be retained by Orrick (as opposed to being sent to Issuer) or destroyed. These files include, for example, internal communications, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, Orrick reserves the right to destroy or otherwise dispose of any of Orrick's own files within a reasonable time after Orrick's engagement pertaining to the Matter has concluded.

Orrick will not retain, use, or disclose the personal information we receive in connection with our representation of Issuer for any (i) purpose other than for the specific purpose of our representing Issuer and for our performance under the Engagement Letter, or as otherwise permitted by applicable privacy laws, or (ii) other commercial purpose unless otherwise required or permitted by outside counsel guidelines or specific Issuer instruction.

8. Use of Artificial Intelligence Tools and Machine Learning

Orrick strives to maximize the benefits that innovative tools and approaches can provide for Issuer. Orrick recognizes that cloud-based tools that use artificial intelligence or machine learning can be used to improve the efficacy and accuracy of legal services. Use of artificial intelligence and machine learning tools can also help to reduce the cost of providing legal services. Orrick has entered into arrangements with certain providers of artificial intelligence and machine learning tools to host, process, and analyze data, including client data, and, depending on the nature of the matter, will assess whether the use of such tools would benefit Issuer. Like online services or platforms, such tools are not immune from security or quality compromises, but all are subject to Orrick's cyber security vendor risk management program. Additionally, artificial intelligence or machine learning tools may not be configured to the precise parameters of the required work, as many have pre-built machine learning models that vary as the tool ingests data. Orrick may use data gathered by using these tools to improve budgeting, precedent libraries, template documents, and other data sets to improve client service. Data that is processed into artificial intelligence tools may also be used to improve machine learning algorithms at Orrick or in the tools of third-party vendors. If Issuer hereby consents to the use of cloud-based artificial intelligence or machine learning tools unless Issuer has advised Orrick not to do so.

9. Termination

Issuer may terminate Orrick's representation of Issuer at any time, with or without cause. Orrick may terminate its representation of Issuer at any time, with or without cause, subject to applicable rules of professional responsibility, including if, among other things, Issuer fails to cooperate or follow Orrick's advice on a material matter, or any fact or circumstance arises that, in Orrick's view, renders Orrick's continuing representation unlawful or unethical. Orrick may terminate or suspend its representation of Issuer, subject to applicable rules of professional responsibility, if the Issuer fails to make timely payment on any invoice. In the event of

termination by either Issuer or Orrick, Issuer shall pay Orrick fees and costs for work performed prior to termination and Orrick will have no responsibility or liability whatsoever for any subsequent use of documents prepared or advice provided by Orrick prior to termination. Issuer acknowledges that it has had an opportunity to consult with its counsel about the consequences of Orrick's disclaimer of responsibility and liability herein.

10. Date of Termination

Orrick's representation of Issuer will be considered terminated at the earliest of (i) Issuer's termination of the representation, (ii) Orrick's withdrawal from the representation, (iii) the substantial completion of Orrick's substantive work for Issuer; (iv) the issuance of the Bonds; or (vi) the Issuer's abandonment of the Bond financing.

11. Arbitration Right - Applicable to Engagements Governed by New York law

Please note that in the event that a dispute arises relating to Orrick's fees, Issuer may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Issuer upon Issuer's request.

12. Disclosure for Promotional Purposes

Except as Issuer may otherwise inform Orrick, and subject to any confidentiality arrangements or agreements of which Orrick is made aware between Issuer and any other party with respect to the Matter, Issuer agrees that Orrick may include, in a list of transactions and litigations which Orrick uses for promotional (including press releases and social media posting) and internal purposes, a summary description of publicly disclosed aspects of the Matter.

LOWELL JOINT SCHOOL DISTRICT

RESOLUTION 2023-24 NO. 902

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA, TO CERTIFY INFORMATION FOR STATE ALLOCATION BOARD (SAB) ADMINISTERED PROGRAM PROJECTS

WHEREAS, Education Code established multiple programs to be administered by the Office of Public School Construction, under the Department of General Services, as staff to the State Allocation Board; and

WHEREAS, the Board of Trustees and Lowell Joint School District will be requesting eligibility, funding, and/or certifying information for one or more SAB-administered program projects pursuant to, but not limited to, Chapter 12.5, Part 10, and Article 7, Chapter 3, Part 10.5, under Division 1 and Title 1 commencing with Section 17070.10, et. seq. of the Education Code; and

WHEREAS, the Board of Trustees is required to identify the School District Representatives that will sign, submit, and certify documents and act as liaison with the Office of Public School Construction as staff to the State Allocation Board; and

WHEREAS, the Board of Trustees and Lowell Joint School District understand that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements; and

WHEREAS, the Board of Trustees has identified the following positions, and the individuals currently serving in that capacity, as the District Representatives:

- Superintendent Jim Coombs
- ♦ Assistant Superintendent, Business Services David Bennett

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Trustees and Lowell Joint School District authorizes the District Representative(s) to execute documents as necessary to carry out the provisions of this resolution.

APPROVED AND ADOPTED this 11TH day of September, 2023.

AYES: Karen L. Shaw, Anastasia M. Shackelford, Anthony A. Zegarra, Christine J. Berg

NOES: None

ABSENT: Melissa A. Salinas

ABSTAIN: 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 11th day of September, 2023, and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of September 2023.

Jim Coombs, Secretary to the Board of Trustees

RESOLUTION 2023/24 No. 903

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOWELL JOINT SCHOOL DISTRICT OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA, GANN AMENDMENT APPROPRIATIONS LIMIT

WHEREAS, Article XIII B of the California Constitution provides certain limitations and controls on the total annual appropriations of any school district; and

WHEREAS, Division 9 (commencing with Section 7900) of Title I of the Government Code provides for the implementation of Article XIII B; and

WHEREAS, Government Code Section 7900 provides that the governing body of each school district shall annually adopt a resolution to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees of the Lowell Joint School District hereby resolves and declares as follows:

The actual appropriations limit for 2022-23 was \$14,825,437.73 and the appropriations in the 2022-23 budget did not exceed the limitations imposed by Article XIII B of the California Constitution.

The appropriations limit for 2023-24 is estimated to be \$15,429,494.26 and the appropriations in the 203-24 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that the documentation used in determining the appropriations limit shall be available to the public at 11019 Valley Home Avenue, Whittier, CA 90603.

APPROVED AND ADOPTED by the Board of Trustees of the Lowell Joint School District the 11th day of September, 2023.

AYES: Karen L. Shaw, Anastasia M. Shackelford, Anthony A. Zegarra, Chrisitne J. Berg

NOES: None

ABSTAIN: None

ABSENT: Melissa A. Salinas

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 of Trustees at a regular meeting thereof held on the 11th day of September, 2023 and passed by a unanimous vote of those present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of September, 2023.

Jim Coombs, Secretary to the Board of Trustees

PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PO ACCOUNT ACCOUNT PSEUDO / OBJECT DESCRIPTION TOTAL AMOUNT NUMBER	6,825.00 6,825.00 0100000100 5630 GF-Unrest-Not Applicable / Repairs or Maintenance	ROR 2,364.00 2,364.00 0100000092 5630 GF-Unrest-Not Applicable / Repairs or Maintenance	8,506.29 8,506.29 0100000098 5895 GF-Unrest-Not Applicable / Uniforms	11,529.00 992.00 0100000089 5630 GF-Unrest-Not Applicable / Repairs or Maintenance 464.00 0100000090 5630 GF-Unrest-Not Applicable / Repairs or Maintenance 928.00 0100000091 5630 GF-Unrest-Not Applicable / Repairs or Maintenance 5,875.00 0100000093 5630 GF-Unrest-Not Applicable / Repairs or Maintenance 3,270.00 0100000094 5630 GF-Unrest-Not Applicable / Repairs or Maintenance	INC. 1,658.88 0100000098 4300 GF-Unrest-Not Applicable / Materials and Supplies	731.99 731.99 0100000098 4300 GF-Unrest-Not Applicable / Materials and Supplies	3,000.00 3,000.00 0100000317 4300 / Materials and Supplies	830.86 830.86 0100000317 4300 / Materials and Supplies	418.84 418.84 0100000317 4300 / Materials and Supplies	199.00 199.00 0100000317 5810 / Licenses/Technology	1,600.00 1,600.00 0100000317 4300 / Materials and Supplies	MERCE 539.00 539.00 0100000317 5300 / Dues and Memberships	CHOOL 543.00 543.00 0100000065 5300 GF-Unrest-Not Applicable / Dues and Memberships	F COMME 360.00 360.00 0100000317 5300 / Dues and Memberships	ORNIA 295.00 295.00 0100000071 5200 GF-Unrest-Not Applicable / Travel and Conferences	44.10 44.10 0100000317 4300 / Materials and Supplies	12.50 12.50 0100000317 4300 / Materials and Supplies	S ASSOC 11,349.00 11,349.00 0100000317 5300 / Dues and Memberships	CO 47,150.00 4,000.00 0100000280 5520 Utilities/LCAP G1 A5 / Natural Gas Services
×	GRUETT TREE COMPANY	EAST WHITTIER GLASS & MIRROR	IMAGE APPAREL FOR BUSINESS	BACKFLOW TESTING SERVICE	HUNTINGTON HARDWARE CO. INC.	NEW MANAGEMENT INC	AMERICAN EXPRESS	AMERICAN EXPRESS	AMERICAN EXPRESS	AMERICAN EXPRESS	MPI-MILLER PLUMBING INC	WHITTIER CHAMBER OF COMMERCE	COALITION FOR ADEQUATE SCHOOL	LA HABRA AREA CHAMBER OF COMME	SCHOOL SERVICES OF CALIFORNIA	SPORTS JACKETS UNLIMITED	ACTION TROPHY	CALIFORNIA SCHOOL BOARDS ASSOC	SOUTHERN CALIFORNIA GAS CO
VENDOR	GRUE	EAST	IMAG	ВАСК	HUN	NEW	AME	AME	AME	AME	MPI.	WHI	COA	LAF	SCH	SPOI	ACT	CAL	SOU

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PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PSEUDO / OBJECT DESCRIPTION	Utilities/LCAP G1 A5 / Natural Gas Services	GF-Unrest-Not Applicable / Electricity Services	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Waste Disposal	GF-Unrest-Not Applicable / Repairs or Maintenance
ACCOUNT NUMBER PSE	0100000282 5520 Utilit 0100000283 5520 Utilit 0100000284 5520 Utilit 0100000285 5520 Utilit 0100000286 5520 Utilit 0100000287 5520 Utilit	0100000112 5510 GF-I 0100000114 5510 GF-I 0100000116 5510 GF-I 0100000119 5510 GF-I 0100000120 5510 GF-I 0100000122 5510 GF-I 0100000123 5510 GF-I	0100000098 4300 GF-I 0100000112 5560 GF-I 0100000114 5560 GF-I 0100000118 5560 GF-I 0100000119 5560 GF-I 0100000120 5560 GF-I 0100000122 5560 GF-I 0100000123 5560 GF-I 0100000123 5560 GF-I	
ACCOUNT AMOUNT	10,000.00 3,000.00 8,300.00 600.00 250.00 500.00	56,000.00 28,000.00 51,000.00 58,000.00 53,000.00 30,000.00 29,000.00 100,000.00	1,500.00 3,500.00 3,500.00 3,500.00 3,500.00 2,500.00 2,800.00 5,000.00	1,000.00
PO IOTAL		415,000.00	1,500.00	1,000.00
VENDOR	*** CONTINUED ***	SOUTHERN CALIFORNIA EDISON	SOUTHWEST SCHOOL SUPPLY WARE DISPOSAL	BROTHERS AUTOMOTIVE INC
PO NUMBER	T99U0001	T99U0002	T99X0007 T99Z0001	T99Z0002

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PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T99Z0003	HUNTINGTON HARDWARE CO. INC.	2,500.00	2,500.00	0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0004	CITY OF LA HABRA	38,000.00	18,000.00 18,000.00 2,000.00	0100000098 4360 0100000108 4360 1353100052 4360	GF-Unrest-Not Applicable / Tires, Fuel and Oil GF-Unrest-Not Applicable / Tires, Fuel and Oil / Tires, Fuel and Oil
T99Z0005	THE HOME DEPOT PRO INSTITUTION	94,000.00	17,000.00 12,000.00 12,000.00 12,000.00 12,000.00 12,000.00	0100000089 4300 0100000090 4300 0100000092 4300 0100000093 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
9000Z66L	HOME DEPOT CREDIT SERVICES	16,000.00	2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 2,000.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000095 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0007	AAA ELECTRIC MOTOR SALES & SER	5,600.00	800.00 800.00 800.00 800.00 800.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0008	AC PRO	4,500.00	500.00	0100000089 4300 0100000090 4300	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Materials and Supplies

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PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION	
T99Z0008	*** CONTINUED ***		500.00 500.00 500.00 500.00 1,000.00	0100000091 4300 0100000092 4300 0100000093 4300 0100000095 4300 0100000096 4300	GF-Unrest-Not Applicable / Materials and Supplies	oplies oplies oplies oplies oplies
6000Z66L	AUTOZONE	750.00	750.00	0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies	, oplies
T99Z0010	BEE GONE BEE REMOVAL SERVICE	4,000.00	\$00.00 \$00.00 \$00.00 \$00.00 \$00.00 \$00.00	0100000100 5570 0100000101 5570 0100000102 5570 0100000104 5570 0100000105 5570 0100000106 5570 0100000108 5570	GF-Unrest-Not Applicable / Pest Control	
T99Z0011	BEST LAWNMOWER INC.	1,500.00	1,500.00	0100000108 5633	GF-Unrest-Not Applicable / Repairs/Tools	
T99Z0012	BUG FLIP	4,800.00	600.00 600.00 600.00 600.00 600.00 600.00 600.00	0100000113 5570 0100000115 5570 0100000117 5570 0100000121 5570 0100000139 5570 0100000141 5570 0100000142 5570	GF-Unrestricted / Pest Control	
T99Z0013	BUG FLIP	4,800.00	500.00 700.00 500.00	0100000113 5570 0100000115 5570 0100000117 5570	GF-Unrestricted / Pest Control GF-Unrestricted / Pest Control GF-Unrestricted / Pest Control	
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PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T99Z0013	*** CONTINUED ***		700.00 700.00 1,000.00 200.00 500.00	0100000121 5570 0100000137 5570 0100000139 5570 0100000141 5570 0100000142 5570	GF-Unrestricted / Pest Control
T99Z0014	CANNINGS HARDWARE LA HABRA	3,500.00	500.00 500.00 500.00 500.00 500.00 500.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0015	CASE PARTS COMPANY	500.00	500.00	0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0016	DANGELO COMPANY	8,000.00	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	0100000089 5630 0100000090 5630 0100000092 5630 0100000093 5630 0100000095 5630 0100000096 5630	GF-Unrest-Not Applicable / Repairs or Maintenance
T99Z0017	DANIELS TIRE SERVICE INC.	10,000.00	10,000.00	0100000008 5630	GF-Unrest-Not Applicable / Repairs or Maintenance
T99Z0018	EAST WHITTIER GLASS & MIRROR	12,000.00	1,500.00 1,500.00 1,500.00 1,500.00 1,500.00	0100000089 5630 0100000090 5630 0100000091 5630 0100000093 5630	GF-Unrest-Not Applicable / Repairs or Maintenance
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PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T99Z0018	*** CONTINUED ***		1,500.00 1,500.00 1,500.00	0100000094 5630 0100000096 5630 0100000098 5630	GF-Unrest-Not Applicable / Repairs or Maintenance GF-Unrest-Not Applicable / Repairs or Maintenance GF-Unrest-Not Applicable / Repairs or Maintenance
T99Z0019	GLASBY MAINTENANCE SUPPLY	140,000.00	20,000.00 20,000.00 20,000.00 20,000.00 10,000.00 20,000.00	0185100004 4300 0185100005 4300 0185100006 4300 0185100007 4300 0185100017 4300 0185100022 4300 185100003 4300	RRMA-Cust/Jordan / Materials and Supplies RRMA/Cust-Macy / Materials and Supplies RRMA-Cust/MG / Materials and Supplies RRMA-Cust/Olita / Materials and Supplies RRMA-Cust/D.O. / Materials and Supplies RRMA-Custodial-Fac/M&O / Materials and Supplies RRMA-Custodial/Maybrook / Materials and Supplies RRMA-Custodial/Maybrook / Materials and Supplies
T99Z0020	JAMES HARDWARE COMPANY	8,000.00	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000095 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0021	LOWES	8,000.00	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000095 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0022	NAPA AUTO PARTS	200.00	500.00	0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies

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BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T99Z0023	PDQ EQUIPMENT RENTAL	15,000.00	15,000.00	01000000098 5610	GF-Unrest-Not Applicable / Rentals & Leases
T99Z0024	PEST OPTION INC.	4,800.00	800.00 800.00 800.00 800.00 800.00	0100000113 5570 0100000115 5570 0100000117 5570 0100000121 5570 0100000137 5570	GF-Unrestricted / Pest Control
T99Z0025	PEST OPTION INC.	2,250.00	750.00 750.00 750.00	0100000113 5570 0100000115 5570 0100000117 5570	GF-Unrestricted / Pest Control GF-Unrestricted / Pest Control GF-Unrestricted / Pest Control
T99Z0026	PLUMBING WHOLESALE OUTLET	12,000.00	1,500.00 1,500.00 1,500.00 1,500.00 1,500.00 1,500.00 1,500.00	0100000089 4300 0100000090 4300 0100000092 4300 0100000093 4300 0100000095 4300 0100000096 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0027	SOUTHEAST CONSTRUCTION PRODUCT	8,000.00	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	0100000089 4300 0100000090 4300 0100000091 4300 0100000092 4300 0100000095 4300 0100000096 4300 0100000098 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0028	THE SHERWIN-WILLIAMS CO.	14,000.00	2,000.00	0100000089 4300 0100000090 4300	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Materials and Supplies
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FROM 07/01/2023 TO 07/31/2023

PSEUDO / OBJECT DESCRIPTION	GF-Unrest-Not Applicable / Materials and Supplies	GF-Unrest-Not Applicable / Materials and Supplies	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Repairs or Maintenance	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Repairs or Maintenance
ACCOUNT NUMBER	0100000091 4300 0100000092 4300 0100000093 4300 0100000096 4300 0100000096 4300	0100000089 4300 0100000090 4300 0100000092 4300 0100000093 4300 0100000095 4300 0100000096 4300	0100000098 4300 0100000089 5630 0100000090 5630 0100000092 5630 0100000093 5630 0100000095 5630	0100000108 4300 0100000089 5630 0100000090 5630 0100000091 5630 0100000093 5630
ACCOUNT AMOUNT	2,000.00 2,000.00 2,000.00 500.00 2,000.00 1,500.00	1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	5,000.00 750.00 750.00 750.00 750.00 750.00	10,000.00 5,000.00 5,000.00 5,000.00 5,000.00
PO TOTAL		7,500.00	5,000.00	33,000.00
VENDOR	*** CONTINUED ***	UNITED REFRIGERATION INC.	UNITED RENTALS (NORTH AMERICA) ICS SERVICE COMPANY	TURF STAR INC. VERNES PLUMBING
PO NUMBER	T99Z0028	T99Z0030	T99Z0031 T99Z0032	T99Z0033

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		2	TNIIOOOA	FNIIO	
ro NUMBER	VENDOR	TOTAL	AMOUNT	NUMBER	PSEUDO / OBJECT DESCRIPTION
T99Z0034	*** CONTINUED ***		1,500.00 5,000.00 1,500.00	0100000095 5630 0100000096 5630 0100000098 5630	GF-Unrest-Not Applicable / Repairs or Maintenance GF-Unrest-Not Applicable / Repairs or Maintenance GF-Unrest-Not Applicable / Repairs or Maintenance
T99Z0035	GRAINGER	4,000.00	500.00 500.00 500.00 500.00 500.00 500.00	0100000089 4300 0100000090 4300 0100000092 4300 0100000093 4300 0100000095 4300 0100000096 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0036	AMERICAN TIME	3,500.00	500.00 500.00 500.00 500.00 500.00 500.00	0100000089 4300 0100000090 4300 0100000092 4300 0100000093 4300 0100000095 4300	GF-Unrest-Not Applicable / Materials and Supplies
T99Z0037	ABES PLUMBING INC.	15,000.00	2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 2,000.00 1,000.00	0100000089 5630 0100000090 5630 0100000092 5630 0100000093 5630 0100000095 5630 0100000098 5630	GF-Unrest-Not Applicable / Repairs or Maintenance
T99Z0039	WALTERS WHOLESALE ELECTRIC	14,500.00	1,500.00	0100000089 4300	GF-Unrest-Not Applicable / Materials and Supplies GF-Unrest-Not Applicable / Materials and Supplies

<Ver. 020703> User ID: DSOTO99 Report ID: PO010

Page No.: 9

Current Date: Current Time:

PURCHASE ORDER DETAIL REPORT BOARD OF TRUSTEES MEETING 09/11/2023

FROM 07/01/2023 TO07/31/2023

PO NUMBER T99Z0039	VENDOR *** CONTINUED *** BEST LAWNMOWER INC,	PO TOTAL 9,000.00	ACCOUNT 1,500.00 1,500.00 1,500.00 3,500.00 2,000.00 500.00 500.00 500.00 500.00 500.00	ACCOUNT NUMBER 0100000091 4300 0100000092 4300 0100000095 4300 0100000096 4300 0100000096 4300 0100000101 4300 0100000101 4300 0100000102 4300 0100000102 4300 0100000102 4300 0100000103 4300 0100000106 4300	GF-Unrest-Not Applicable / Materials and Supplies
	Fund 01 Total: 1,0 Fund 13 Total: Fund 18 Total:	1,070,256.46 2,000.00 20,000.00			
	Total Amount of Purchase Orders: 1,0	1,092,256.46			

LOWELL JOINT SD Consolidated Check Register from 7/1/2023 to 7/31/2023

N IS 6,297.29 N IS 29,572.85 N IS 442.40 N IS 442.40 N IS 12,275.27 N IS 14,223.42 N IS 163.04 N IS 600.00 N IS 600.00 N IS 652.2 N IS 1,220.03 N IS 65.22 N IS 2,675.33 N IS 2,180.22 N IS 2,180.20 N I
07/12/2023 MW
JULY23VSR OH OT JULY23DDR OH OT JULY23DDR OH OT OH OT 108610 OH OT 108610 OH OT
ALLIANCE OF SCHOOLS FOR COOPER ALLIANCE OF SCHOOLS FOR COOPER AMERICAN EXPRESS BEST LAWNMOWER INC. GLASBY MAINTENANCE SUPPLY SOUTHERN CALIFORNIA EDISON SOUTHERN CALIFORNIA GAS CO SUBURBAN WATER SYSTEMS T-MOBILE THE HOME DEPOT PRO INSTITUTION VERIZON WIRELESS-LA WALTERS WHOLESALE ELECTRIC WARE DISPOSAL WHITTIER AREA COMMUNITY CHURCH CHRISTINA LOPEZ AMERICAN EXPRESS ALLIANCE OF SCHOOLS FOR COOPER ALLIANCE OF SCHOOLS FOR COOPER CITY OF LA HABRA LOWES CITY OF LA HABRA LOWES CITY OF LA HABRA UNATINGTON HARDWARE CO. INC. ILLUMINATE EDUCATION INC. IMAGE APPAREL FOR BUSINESS IMAGINE LEARNING LLC OCDE WARE DISPOSAL
V9900010 V9900013 F9900013 F9900013 U9900004 U9900006 U9900006 U9900006 U9900009 F9900069 U9900010 V9903601 V9900010
00003841 00003842 00003843 00003844 00003845 00003846 00003849 00003850 00003851 00003854 00003854 00003854 00003856 00003856 00003866 00003860 00003864 00003864 00003864 00003864

LOWELL JOINT SD Consolidated Check Register from 7/1/2023 to 7/31/2023

ck	Payee ID		Reference	S	ate Cancel Date		Type Status	Check Amount
	F9900045	LADY BUGS ENVIRONMENTAL TERMIT	150547	OH 07/14/202	23	M M	IS	55.00
	V9903559	ELITE AIR CONDITIONING INC	MG	OH 07/14/2023	23	MW	IS	3,375.00
	V9903559	ELITE AIR CONDITIONING INC	HVAC-DO 6262023	OH 07/14/2023	123	MW	SI	16,150.00
	F9900037	HUNTINGTON HARDWARE CO. INC.	1293686-02	OH 07/14/2023	123	MW	IS	644.78
	V9903601	MPI-MILLER PLUMBING INC	APP-2	OH 07/14/2023	123	MW	IS	5,528.05
	V9903606	POST BROS. CONSTRUCTION CO.	APP#2-03-122420	OH 07/14/2023	123	MW	SI	32,863.59
	F9900038	ICS SERVICE COMPANY	37610	OH 07/17/2023	123	MW	SI	00.09
	V9900123	MONOPRICE INC.	23471434	OH 07/17/2023	123	MW	IS	2,264.74
	F9900042	KOURY ENGINEERING & TESTING	955354	OH 07/17/2023	123	MW	IS	15,707.50
	V9903590	Anaheim Union High School Dist	64SI0581	OH 07/18/2023	123	MW	IS	400.00
	9000066A	ASSOCIATION OF CALIF. SCHOOL A	23/24 DUES-	OH 07/18/2023	123	MW	RV	2,588.19
	V9903648	Behavioral Emotional & Academi	1790	OH 07/18/2023	123	MW	IS	4,000.00
	V9900077	FULLERTON SCHOOL DISTRICT	22SI1365	OH 07/18/2023	123	MW	IS	1,860.00
	E9900112	KIMBERLY RICKENBACKER	EP-EXP REIMB	OH 07/18/2023	123	MW	SI	45.45
	V9900148	QUADIENT FINANCE USA INC.	6-5-23-W11685071	OH 07/18/2023	123	MW	IS	1,061.95
	V9900156	RENAISSANCE LEARNING INC.	INV5285072	OH 07/18/2023	123	MW	IS	5,910.00
	V9900180	SPARKLETTS	15734879070223JU	OH 07/18/2023	123	MW	IS	5.49
	V9900206	WHITTIER CHAMBER OF COMMERCE	42605	OH 07/18/2023	123	MW	IS	539.00
	90000661	DEBRA AMOS dba FEEDING DREAMS	23-06 JUNE 2023	OH 07/18/2023	123	MW	IS	1,650.00
	B9990013	HAUFFE COMPANY	467	OH 07/18/2023	123	MW	IS	19,712.00
	V9903598	RED WAVE COMMUNICATIONS & ELEC	APP2 03-122420	OH 07/18/2023	123	MW	IS	257,568.75
	V9903599	SPEC. CONSTRUCTION CO. INC	APP#2- 03-122420	OH 07/18/2023	123	MW	IS	55,551.25
	V9903470	WHITTIER CHRISTIAN HIGH SCHOOL	150063	OH 07/18/2023	123	MW	IS	18,150.00
	B9990013	HAUFFE COMPANY	468	OH 07/18/2023	123	MW	IS	12,500.00
00003898	0600066A	INCIDENT IQ LLC	6031	OH 07/21/2023	123	MW	IS	7,383.58
00003899	6600066A	LA HABRA AREA CHAMBER OF COMME	7489	OH 07/21/2023	123	MW	IS	360.00
000620000	V9903418	Library World inc	12418	OH 07/21/2023	123	MW	SI	2,970.00
	V9900127	NASSP	9001663099	OH 07/21/2023	123	MW	IS	385.00
	V9900190	THE LIBRARY STORE INC.	638973	OH 07/21/2023	123	MM	IS	180.90
00003903	V9900020	ATKINSON ANDELSON LOYA RUUD &	686807-JUNE 2023	OH 07/24/2023	123	MW	IS	4,742.19
00003904	E9900084	JIM COOMBS	LDRSHPASSOC6120H	2OH 07/24/2023	123	MW	IS	122.10
00003905	E9900084	JIM COOMBS	SCHLS2WCHJUNE OH	3 OH 07/24/2023	123	MM	IS	494.96
90620000	V9900251	MARINA CARDENAS	CLINTERVWS 6-260H	6OH 07/24/2023	123	MW	IS	36.35
	E9900150	MIN YI	SCHLS2WCHJUNE OH	E OH 07/24/2023	123	MW	IS	198.55
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LOWELL JOINT SD Consolidated Check Register from 7/1/2023 to 7/31/2023

Check	ck	Payee ID	Payee Name	Reference	Subs C	Subs Check Date Cancel Date	Type	Status	Check Amount
66	000003908	V9900123	MONOPRICE INC.	23543285	OH (07/24/2023	MM	IS	3,486.93
66	00003300	V9900124	MOSAIC NETWORK INC.	2023.053) HO	07/24/2023	MW	IS	8,117.00
66	00003910	E9900151	MYRA PADILLA	MILEAGEOCDE62	НО	07/24/2023	MW	IS	31.44
66	00003911	E9900214	WHITNEY TAKACS	SCHLS2WCHJUNE	НО	07/24/2023	MW	IS	540.77
66	00003912	V9903521	YMCA OF ORANGE COUNTY	JUNE23ELOPPGR) HO	07/24/2023	MM	IS	66,909.42
66	00003913	V9903215	QUIEL SCHOOL SIGNS	PAYAPP 1-RS2122	НО	07/24/2023	MW	IS	19,648.00
66	00003914	V9900084	HOUGHTON MIFFLIN HARCOURT	955807793) НО	07/25/2023	MW	SI	362.83
66	00003915	V9903580	GRAINGER	9644273402) HO	07/26/2023	MW	IS	51.88
66	00003916	F9900037	HUNTINGTON HARDWARE CO. INC.	1306789-01) HO	07/26/2023	MW	IS	1,844.49
66	00003917	F9900052	PDQ EQUIPMENT RENTAL	783471) HO	07/26/2023	MW	IS	1,890.40
66	00003918	U9900004	SOUTHERN CALIFORNIA EDISON	0612071223) НО	07/26/2023	MW	SI	20,465.59
66	00003919	U9900005	SOUTHERN CALIFORNIA GAS CO	0613071323) HO	07/26/2023	MW	IS	331.15
66	00003920	F9900066	UNITED RENTALS (NORTH AMERICA)	220456972-001) HO	07/26/2023	MW	IS	4,089.99
66	00003921	$\Lambda 9900008$	ADMINISTRATIVE SERV. CO-OP	2023615) HO	07/27/2023	MW	IS	31,463.20
66	00003922	E9900220	ALISON GARDNER	SCHLS2WCHJUNE	НО	07/27/2023	MW	IS	538.04
66	00003923	B9990003	AMERICAN TIME	208298) HO	07/27/2023	MW	IS	1,055.58
66	00003924	S9990001	BEHAVIOR AND EDUCATION INC	6308155) HO	07/27/2023	MW	IS	8,909.00
66	00003925	F9900011	BEST LAWNMOWER INC.	108598) HO	07/27/2023	MW	IS	168.32
66	00003926	F9900014	BUG FLIP	28999) HO	07/27/2023	MW	IS	165.00
66	00003927	VOID.CONT	VOID.CONTIVoid - Continued Stub	CONTINUE) HO	07/27/2023	VM	VD	00:0
66	00003928	VOID.CONT	VOID.CONTIVoid - Continued Stub	CONTINUE) HO	07/27/2023	VM	VD	00.00
66	00003929	VOID.CONT	VOID.CONTIVoid - Continued Stub	CONTINUE) HO	07/27/2023	VM	VD	0.00
66	00003930	VOID.CONT	VOID.CONTIVoid - Continued Stub	CONTINUE) HO	07/27/2023	VM	VD	0.00
66	00003931	VOID.CONT	VOID.CONTIVoid - Continued Stub	CONTINUE) HO	07/27/2023	VM	VD	00.00
66	00003932	6666666A	CALIFORNIA DEPARTMENT OF TAX A	WLH048892) HO	07/27/2023	MW	IS	1,001.69
66	00003933	F9900027	EAST WHITTIER GLASS & MIRROR	19266) HO	07/27/2023	MW	IS	2,364.00
66	00003934	S9990002	GALLAGHER PEDIATRIC THERAP	10829) HO	07/27/2023	MW	IS	3,739.27
66	00003935	E9900089	JULIE MAYHEW	SCHLS2WCHJUNE OH	_	07/27/2023	MW	IS	493.22
66	98680000	V9900134	OCDE	94SI5168) HO	07/27/2023	MW	IS	3,687.80
66	00003937	V9903654	CITY OF LA HABRA COMMUNITY SER	1342022 - LJ1) HO	07/27/2023	MW	IS	41,600.00
66	00003938	V9903642	KWIPPED INC	R3886-P19575) HO	07/27/2023	MW	IS	4,976.49
66	00003939	$\Lambda_{9999999}$	CALIFORNIA DEPARTMENT OF TAX A	APP#2-03-122420) HO	07/27/2023	MW	RV	3,368.52
66	00003940	V9900037	CENGAGE LEARNING	81439795) HO	07/28/2023	MW	IS	32,471.51
66	00003941	V9900104	LEADER SERVICES	6358) HO	07/28/2023	MM	IS	406.78
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	Report: BK30	BK3005: Consolidated Check Register	check Register	3			Ĭ	Current Time:	: 15:02:00

LOWELL JOINT SD Consolidated Check Register

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Check	*	Payee ID	Payee Name	Reference	Subs Che	Subs Check Date Cancel Date Type Status	Type 5	Status	Check Amount
0 66	99 00003942	V9900129	NCS PEARSON INC.	22056636	.//O HO	07/28/2023	MW	IS	1,939.02
0 66	00003943	V9900085	HOWARD INDUSTRIES INC	23-00584600	7/LO HO	07/28/2023	MW	IS	14,167.99
0 66	00003944	R9900001	BRENT ALLSMAN	AUG 2023	OH 07/	7/31/2023	MW	IS	603.64
0 66	00003945	R9903247	CAROL YN KANE	AUG 2023	OH 07//	7/31/2023	MM	IS	1,358.28
0 66	00003946	R9900014	EDDY VEGA	AUG 2023	OH 07/	17/31/2023	MW	IS	603.64
0 66	00003947	U9900002	FRONTIER	0610080923	OH 07//	7/31/2023	MW	IS	29.83
0 66	00003948	R9900007	GAYLE ROGERS	AUG 2023	OH 07//	7/31/2023	MM	IS	269.02
0 66	00003949	V9903420	Granite Telecommunications LLC	608976419	OH 07//	7/31/2023	MW	IS	1,520.33
0 66	00003950	R9900015	KATHRYN ALLSMAN	AUG 2023	OH 07/	7/31/2023	MW	IS	603.64
0 66	00003951	R9900013	MARGARET DUMADAG	AUG 2023	OH 01/	7/31/2023	MW	IS	603.64
) 66	00003952	R9900009	NANCY WHITE	AUG 2023	//O HO	7/31/2023	MW	IS	1,358.28
) 66	00003953	R9900010	PENNY MAYERCHECK	AUG 2023	OH 07//	17/31/2023	MW	IS	1,358.28
) 66	00003954	R9900011	RONALD RANDOLPH	AUG 2023	0H 07/	17/31/2023	MW	IS	689.04
) 66	00003955	V9900166	SAN JOAQUIN COUNTY OFFICE OF E	241700	//O HO	17/31/2023	MW	IS	800.00
) 66	95650000	R9900012	SHELLEY MARKER	AUG 2023	//0 HO	7/31/2023	MW	IS	603.64
) 66	00003957	U9900005	SOUTHERN CALIFORNIA GAS CO	0619071923	OH 07/	7/31/2023	MW	IS	156.79
) 66	00003958	0000660	T-MOBILE	0604070323	7/20 HO	7/31/2023	MW	IS	75.00
) 66	00003959	V9900188	THE HARTFORD	P9900492234-Q3	//O HO	7/31/2023	MW	IS	170.79
) 66	09680000	6000066N	VERIZON WIRELESS-LA	9939793558	OH 07/	7/31/2023	MW	IS	640.74
) 66	00003961	R9900002	BRUCE PATTILLO	AUG 2023	OH 07/	07/31/2023	MW	SI	603.64

894,752.84	5,956.71	900,709.55
Issued:	Reversed:	99 Bank Total:

St	900,709.55
	Grand Total:

LOWELL JOINT SCHOOL DISTRICT EMPLOYER-EMPLOYEE RELATIONS/PERSONNEL REPORT 2023/24 #2

September 11, 2023

I. CERTIFICATED EMPLOYEES

A.	CHANGE	OF STATUS

NAME	EFFECTIVE DATE	END DATE	SITI	E COMMENTS
Van der Lee, Michelle Simons, Rebecca Simons, Rebecca Okoorian, Naomi Rutledge, Stephanie Russell, Anne Cacioppo, Bianca Cacioppo, Bianca Razo, Becca Liles, Amy	08/14/2023 08/14/2023 10/09/2023 08/21/2023 09/01/2023 11/30/2023 09/22/2023 11/27/2023 11/13/2023 09/20/2023	09/25/2023 10/06/2023 12/23/2023 08/25/2023 10/01/2023 12/15/2023 09/29/2023 12/22/2023 11/17/2023 09/28/2023	MG MG MG MA OL EP EP EP	(AB375) FMLA Medical Leave (AB375) FMLA Baby Bonding Leave (AB375) FMLA Leave of Absence (AB375) FMLA Personal Necessity Leave (AB375) FMLA Medical Leave (AB375) FMLA Personal Necessity Leave (AB375) FMLA Baby Bonding Leave (AB375) FMLA Baby Bonding Leave (AB375) FMLA Personal Necessity Leave (AB375) FMLA Medical Leave
В.	CERTIFICATED SALARIE			
NAME	<u>EFFECTIVE</u> DATE	END DATE	SITE	COMMENTS
Gonzalez, Leslie	08/14/2023	05/31/2024	EP	Class 2 / Step 1. Units to move. Correction of EER #11 2022-2023
Valdez, Michelle	08/14/2023	05/31/2024	MA	Class 5 / Step 10. Units to move. Correction of EER #11 2022-2023
C.	CONTRACTS			
NAME	<u>EFFECTIVE</u> DATE	END DATE	SITE	COMMENTS
Takacs, Linda	08/01/2023	05/31/2024	DO	Induction Program Coordinator
Hensley, Sharon	08/01/2023	05/31/2024	DO	CARE Intern Program Coordinator
D.	2023/2024 Stipends			
NAME	EFFECTIVE DATE	CLASS/COL/ STEP	SITE	COMMENTS
Peloquin, Karen	08/14/2023	05/31/2024	OL	To be paid \$300.00 per month, not to exceed \$3,000.00 for serving as an Intervention Coordinator. To be paid from Supplemental

Funds

Takacs, Linda	08/01/2023	05/31/2024	DO	To be paid \$4,000.00 per month, not to exceed \$40,000.00 for serving as Induction Program Coordinator. To be paid from General Fund/Educator Effectiveness Grant.
Hensley, Sharon	08/012/023	05/31/2024	DO	To be paid \$4,000.00 per month, not to exceed \$40,000.00 for serving as Intern Program Coordinator CARE. To be paid from Out of Home Care 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

E. 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.

Bolanos, Vanessa	Santillan, Ana	Buechler, Cary
Venegas, Kristen	Behura, Alexander	Abarcha Hildago, Arely
Shupe, Violeta	Villa, Xiomara	Kang, Yisul (Janice)
Laws, Paige	Bement, Michael	Hunter, Abigail
Villanueva Ramirez, Anthony	Allsman, Kathryn	Craton, Cole
Ducoulombier, Jennifer	Russell, Joshua	Valdez, Bob

F. SUBSTITUTE CHANGE OF PAY

NAME	EFFECTIVE DATE	END DATE	SITE COMMENT
Carr, Candice	08/14/2023	10/06/2023	DO To be paid Long term rate of \$250 daily as sixth grade teacher a MG
Carr, Candice	10/09/2023	12/22/2023	DO To be paid Long term rate of \$250 daily as sixth grade teacher a MG
Shupe, Violetta	08/21/2023	09/25/2023	DO To be paid Long term rate of \$250 daily as 4 th grade teacher MG
Buckner, Iris	08/14/2023	05/30/2024	DO To be paid Long term rate of \$250 daily as Intervention OL
Montemayor, Kathleen	09/01/2023	09/29/2023	DO To be paid Long term rate of \$250 daily as Virtual Academy Teacher Macy Elementary
Vega, Sandy	11/30/2023	12/15/2023	DO To be paid Long term rate of \$250 daily as Special Education Teacher Olita Elementary
Sturgill, Berea	08/21/2023	08/25/2023	DO To be paid Long daily rate of \$200 daily as First Grade Teacher Meadow Green Elementary
Kang, Janice	09/22/2023	09/29/2023	DO To be paid daily rate of \$200 daily as Special Education Teacher El Portal Elementary
Kang, Janice	11/27/2023	12/22/2023	DO To be paid Long term rate of \$250 daily as Special Education Teacher El Portal Elementary

^{**}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.

Kang, Janice	11/13/2023	11/17/2023	DO	To be paid daily rate of \$200 daily as Special Education Teacher El Portal Elementary
Warner, Ellie	09/20/2023	09/28/2023	DO	To be paid Long term rate of \$250 daily as 2 / 3 combo teacher at Jordan Elementary

G. <u>CERTIFICATED JOB DESCRIPTIONS</u>

Addition: Board Certified Behavioral Analyst

$\begin{array}{ccc} II. & \text{CLASSIFIED EMPLOYEES} & \text{September 11, 2023} \\ & A. & \underline{MONTHLY-GENERAL\ FUND} \end{array}$

B. HOURLY – GENERAL FUND

NAME/ EMPLOYEE ID#	EFFECTIVE DATE	END DATE	RANGE/ STEP	SITE	<u>COMMENTS</u>
Abbond, Karey	8/14/23			RS	Resignation: Cafeteria Worker
Allsman, Katelyn	8/16/23		R16/S2	RS	Step Increase: Instructional Aide
Allsman, Marcella	8/16/23		R14/S5	OL	Step Increase : Instructional Aide
Allstun, Brenda	8/31/23			RS	Retirement : Instructional Aide SE/MOD
Anaya, Arlene	8/10/23		R14/S2	EP	Promotion: Instructional Aide to Instructional Aide Early Learning TK
Anaya, Arlene	8/16/23		R14/S2	EP	3.75 hours/5 days/ 10 months Step Increase : Instructional Aide
Aparicio, Gina	8/16/23		R15/S2	MG	Step Increase: Instructional Aide
Armijo, Jessica	8/7/23		R21/S8	RS	Step Increase: Day Custodian
Barahona, Krystina	8/3/23		R18/S8	MA	Step Increase: Night Custodian
Brena, Lisa	8/5/23		R23/S6	MG	Step Increase : Office Manager
Brown, Matthew	8/16/23			JO	Longevity: 10 years Classified
Brown, Matthew	8/16/23			JO	Step Increase : Day Custodian

Cacioppo, Sherrie	8/14/23	R7/S7	MG	Step Increase: Cafeteria Worker
Cantrell, Kristen	8/1/23		MA	Resignation: Noon Duty Aide
Cardenas, Eva	8/15/23	R14/S2	JO	Promotion: Substitute Instructional Aide to DLI Instructional Aide 3.75 hours/5
Cardenas, Lauren	8/15/23	R14/S1	MA	days/10 months Promotion: Café Worker to Child Development Assistant
Cardenas, Marina	8/29/23	CONF N/S7	DO	Step Increase: Administrative Assistant – Administrative Services/CL Personnel
Castro, Claudia	8/10/23	R16/S2	JO	Step Increase: Clerk Typist
Coelho, Julie	8/15/23	R18/S2	OL	Reclass: Expanded Learning Site Coordinator
Connolly, Luz	7/31/23		DO	Additional Assignment: Substitute Bilingual Instructional Aide
Coronado, Jessica	6/2/23		JO	Resignation: Child Development Assistant
Costello, Jennifer	8/17/23		MG	Step Increase: Satellite Cafeteria Worker
Costello, Jennifer	8/11/23		DO	Additional Assignment: Substitute Expanded Learning Site Coordinator
Coutts, Carrie	7/27/23		DO	Additional Assignment: Substitute Health Tech
Coutts, Carrie	08/15/2023	R16/S1	EP	Promotion: Noon Duty Aide to Instructional Aide ABA
Cramer, Samantha	8/8/23	R20/S2	JO	Step Increase: Preschool Teacher
Cunningham, Susan	7/27/23		DO	Resignation: Substitute Noon Duty Aide
Daleo-DeSmith, Janet	08/20/23		DO	Resignation: Substitute Noon Duty Aide
Del Cid, Maria	8/17/23	R15/S4	JO	Step Increase: Instructional Aide
Delorbe, Ruth	8/14/23	R18/S3	RS	Promotion: Café Worker to Cafeteria Manager
Dominguez, Martin	8/1/23	R18/S6	JO	Step Increase: Night Custodian
Dorling, Jane	8/14/23	R20/S3	RS	New Hire: Library Media Technician 8 hours/5 days/11months
Espinoza, Karina	8/14/23	R18/S1	EP	New Hire: Expanded Learning Site Coordinator
Espinoza, Karina	8/15/23	R15/S1	EP	Resignation: Expanded Learning Site Coordinator
Fonti, Caitlian	8/2/23		DO	Additional Assignment: Substitute Instructional Aide
Fonti, Caitlian	8/16/23	R14/S1	MA	Promotion: Substitute Noon Duty Aide to Permanent Noon Duty Aide 1.50 hours/5 days/ 10 months
Garica, Melissa	8/16/23	R7/S6	JO	Step Increase: Cafeteria Worker
Garcia, Olivia	7/27/23		MG	Resignation: Instructional Aide SE/MOD
Gaitan, Wendy	8/15/23	CL MG R7/S2	OL	Step Increase: Site Supervisor/Preschool Teacher Preschool

Gomez-Longo, Stephanie	8/15/23	R14/S1	EP	Promotion: Noon Duty Aide to
Gomez-Longo, Stephame	6/13/23	K14/51	EF	Instructional Aide Early Learning TK 3.75 hours/5 days/10 months
Gonzalez, Kayla	8/14/23	R20/S3	OL	New Hire: Preschool Teacher 8 hours/5 days/10 months
Hernandez, Frances	8/18/23	R18/23	MG	Step Increase : Clerk Typist
Hernandez, Frances	8/9/23	R23/S1	JO	Long Term Sub: Office Manger
Hoffman, Tabatha	8/3/23		OL	Resignation: Instructional Aide SH/MOD
Hoffman, Tabatha	8/28/23	R14/S1	DO	Rehire as Substitute Instructional Aide SESA
Kim, Elizabeth	8/22/23		DO	Additional Assignments: Substitute Instructional Aide
Kim, Hannah	8/9/23	R16/S2	OL	Promotion: Substitute Clerk Typist to Permanent Clerk Typist 3.75 hours/ 5 days/10 months
Kennedy, Joelle	8/7/23		OL	Resignation: Instructional Aide SESA
Lord, Dixie	8/7/23	R23/S7	RS	Step Increase : Office Manger
Lujano Arteaga, Jose Raul	8/22/23		MA	Longevity: 10 years Classified
Marquez, Francisco	8/15/23	R15/S2	OL	Promotion: Substitute Instructional Aide to Permanent Instructional Aide SE/MOD
Martin, Jordan	8/12/23	CL MG R4/S7	DO	Step Increase : Occupational Therapist
Mize, Kelly	8/14/23	R14/S7	EP	Step Increase: Instructional Aide
Mora, Jill	8/16/23	R14/S2	JO	Step Increase : Instructional Aide
Mularkey, Elaine	8/16/23	R14/S2	OL	Step Increase : Instructional Aide
Munoz, Rae-Lynn	8/16/23	R14/S2	MA	Step Increase : Instructional Aide
Nunez, Marie	8/15/23	R14/S2	JO	New Hire: Child Development Assistant 3.75 hours/5 days/10 months
Ortiz, Irene	8/22/23		DO	Additional Assignments: Substitute Instructional Aide
Osorio, Diego Leon Carmona	8/26/23		OL	Longevity: 10 years Classified
Padilla, Yvette	8/7/23		DO	Resignation: Substitute Instructional Aide
Pardo, Cristian	8/16/23	CL MGNT/S5	DO	New Hire: Network & Data Systems Technology Supervisor 8 hours/5 days/12 months
Paz, Carrie	8/16/23	R15/S2	MG	Step Increase: Health Tech
Perez, Shari	8/17/23	R14/S3	OL	Step Increase: Instructional Aide

Perez, Stephanie	8/1/23	CL MGNT/S1	MA	New Hire: Site Supervisor/Preschool
Qureshi, Lovely	8/16/23	R15/S2	OL	Teacher Step Increase: Health Tech
Ramirez, Donald	8/2/23		DO	Additional Assignment: Substitute
Rodia, Susan	8/29/23		OL	Expanded Learning Site Coordinator Longevity: 20 years Classified
Rodriguez, Sierra	8/16/23	R14/S1	OL	New Hire: Child Development Assistant 3.75 hours/5 days/10 months
Sainz, Geana	8/15/23	R16/S4	EP	New Hire: Instructional Aide ABA 3.75 hours/5 days/ 10 months
Sanchez, Alexandra	8/16/23	R14/S2	MA	Step Increase: Instructional Aide
Sanchez, Kris	8/14/23	R14/S6	MA	Step Increase: Satellite Cafeteria Worker
Sanford-Williams, Carol	8/29/23		OL	Longevity: 20 years Classified
Sato, Kay	8/16/23	R14/S2	MA	Step Increase : Instructional Aide
Schafer, Michelle	8/15/23	R14/S2	MA	New Hire: Instructional Aide SESA 3.75 hours/5 days/10 months
Scott, Susan	8/29/23		OL	Longevity: 20 years Classified
Solorzano Fonseca, Casta	8/16/22	R14/S2	RS	Step Increase: Instructional Aide
Spurgeon, Tamera	8/16/23	R14/S3	MG	Step Increase: Instructional Aide
Straffon, Santy	8/15/23	R15/S8	JO	Change of Assignment: Instructional Aide SESA to Early Learning
Vazquez, Maricela	8/12/23	R16/S6	RS	Instructional Aide DLI Step Increase: Instructional Aide
•	8/14/23	R20/S3	MA	New Hire: Preschool Teacher 8 hours/5
Vibanco, Andrea	6/14/23	120/33	MA	days/ 10 months
Villarino, Pilar	8/15/23	R15/S5	MA	Change of Assignment: Instructional Aide SE/MOD and increase in FTE 5.5 hours
Westerhold, Paul	8/15/23	R14/S2	RS	Promotion: Substitute Instructional Aide to Permanent Instructional Aide
XX' '1 D 1	0/00/02		DC	SE/MOD
Winik, Rebecca	8/29/23		RS	Longevity: 20 years Classified
Yamamoto, Yumi	8/12/23		JO	Longevity: 10 years Classified
Zarate, Laurie	8/15/23	R14/S8	JO	New Hire: Child Development Assistant 3.75 hours/5 days/10 months
Zepeda, Jennifer	8/11/23		DO	Additional Assignment: Substitute Instructional Aide

C. <u>CLASSIFIED JOB DESCRIPTIONS</u>
Addition: Revised Cafeteria Manager Job Description (Reduced to 5 hours)



LOWELL JOINT SCHOOL DISTRICT

BOARD CERTIFIED BEHAVIOR ANALYST



DEFINITION

Under direction of the Director of Special Education, provides and coordinates consultation, support and advisory services to District personnel regarding the planning, designing, and monitoring of the implementation of positive behavior interventions and supports for all students within the District, including students with behavior needs that are receiving special education and related services through an Individualized Education Program (IEP). Provide training and support in appropriate behavior intervention management techniques, Applied Behavior Analysis (ABA), data collection and analysis and support strategies.

REPRESENTATIVE DUTIES

Develop, implement, coordinate, monitor, revise, document, evaluate and provide consultation and technical assistance to faculty and staff with the development and implementation of behavior plans, ABA programs and other appropriate programs for all students that present behavior/learning challenges; Conduct functional behavior assessments (FBA) of behaviors for students with complex and/or severe behaviors; Coordinate, plan, revise and oversee the development and implementation of programs, policies, and best practices related to instruction using the principles of PBIS, ABA, and Evidenced-Based Practices for all students receiving special education services, as well as students on 504 plans and general education students.

Perform a variety of specialized duties in the monitoring, analysis, and treatment of identified students with behavioral challenges; assure programs meet the intensive and changing needs of students; establish and maintain behavioral goals and objectives for individual students; Participate, interpret, evaluate, and write detailed and concise Behavior Support Plans (BSP), Behavioral Intervention Plans (BIP's) and Individualized Educational Programs (IEP's) to meet individual student needs, strategies, goals and objectives; prepare and maintain various records and reports related to assigned activities.

Conduct classroom observations, collect data, and prepare a variety of reports for the purpose of documenting case history, need for services, and progress towards goals. Observe and analyze student behavior in the classroom; assess classroom structure, and existing behavior management systems; develop and implement treatment plans according to individual student behavioral challenges, needs and issues. Develop, implement, train, and monitor appropriate behavior management plans and crisis prevention and intervention plans for students. Coordinate, Plan, develop and implement procedures and best practices with the implementation of response to intervention.

Manage assaultive behavior. Provide Crisis Prevention Institute (CPI) and/or other evidenced-based methodologies related to addressing the needs of students with behavior difficulties; Design and deliver behavior intervention plan training and other related in-service programs, including student-specific intervention training to staff; prepare and deliver oral presentations; prepare and distribute related training and informational materials. Provide behavioral assessments and reports for individual students. Develop materials and provide professional learning to administrators, educators, paraprofessionals, and parent's/guardians in Applied Behavior Analysis (ABA).

Participate in the development and implementation of behavior management communication systems, methodologies, theories, and techniques; assist in evaluating and developing curriculum standards to meet student needs. Provide technical information and assistance to the Director regarding assigned functions and related needs and issues; assist in the formulation and development of policies, procedures, and

Board Approved: September 11, 2023

programs. Communicate with District personnel, outside agencies, families and the public to exchange information, coordinate activities and resolve issues or concerns.

OTHER RESPONSIBILITIES

- Participate in faculty meetings and committees
- Work in a collaborative setting within the school setting
- Perform other related duties as assigned

KNOWLEDGE OF

- Federal and state laws that apply to the assessment of students referred due to disruptive or assaultive behaviors; IDEA and Behavior Analyst Certification Board (BACB) guidelines to address behavior and develop positive behavioral support plans.
- General Education and Special Education classroom environments and standards of learning.
- Non-violent crisis intervention techniques, including verbal de-escalation and physical interventions.
- Characteristics of various special education eligibilities, and possible social, emotional or behavioral manifestations of specific disabilities.
- Principles of behavioral management and Applied Behavior Analysis (ABA).

ABILITY TO

- Conduct assessments that conform to the IDEA and Behavior Analyst Certification Board (BACB) to address behavior, including functional analysis assessments, and functional behavior assessments.
- Provide recommendations to the IEP team based on the findings of each assessment and specific
 to the identified disability of the student as it relates to the classroom performance and ability for
 the student to access the core curriculum.
- Collaborate professionally with administrators, teachers, paraprofessionals, parents and other team members.
- Develop, implement, and conduct in-services and training sessions.
- Provide consultation and technical assistance concerning behavior management strategies.
- Perform clerical duties related to assessment, preparing reports, and maintaining records.
- Effectively work independently with little direction and as a member of a team.
- Interpret and apply District policies, procedures, laws, rules, and regulations using good judgment in a variety of situations.
- Communicate effectively both orally and in writing.
- Maintain acceptable standards of physical health, energy, and emotional adjustment to the job environment.
- Perform the essential duties of the job with or without reasonable accommodation

EDUCATION/EXPERIENCE QUALIFICATIONS:

- Possession of a Master's Degree or higher from an accredited institution of higher learning.
- BCBA Certification Required.
- Experience working in K-12 educational setting within the specialized field of Applied Behavior Analysis, with increasing levels of responsibility.
- Possession of California Pupil Personnel Services Credential or Education Specialist Credential preferred.
- Must have a valid California Driver's License and a reliable means of transportation.



LOWELL JOINT SCHOOL DISTRICT

BOARD CERTIFIED BEHAVIOR ANALYST



PRE-EMPLOYMENT REQUIREMENTS:

- Current and valid Tuberculosis (TB) clearance.
- Fingerprint clearance for school personnel.
- Appearance, grooming, and personality which establish a desirable example for students

PHYSICAL STANDARDS

The work environment and physical demands of the position as described is representative of those that must be met by an employee to successfully perform the essential functions under this position. The information is not an exhaustive list of duties performed, additional duties may be assigned. These physical standards are generic in nature and tasks may vary dependent on school site, department area or specialized department as assigned. Reasonable accommodations may be made to enable individuals with differing abilities to perform the essential functions.

WORK ENVIRONMENT

While performing the duties of this job, the employee works in several environments including classroom, indoors and outdoors environments. The employee's primary responsibility is working with students in the office, a classroom, and/or resource/pull-out environment. Employees in this position may have higher level of exposure to infection from students. There is also frequent contact with staff and public and the need to meet multiple demands from several people. The noise level may be moderate to noisy.

PHYSICAL DEMANDS

The physical demands of this position include frequent sitting and standing for extended periods of time. Dependent on class/student assignment, the employee my occasionally lift, push, pull, and/or move up to 50 pounds. Repetitive bending at the waist, as well as kneeling, stooping, crouching to assist students is also required. Employees may reach overhead, above the shoulders, and horizontally. Dexterity of hands and fingers to demonstrate activities or run equipment is required as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is also required.

SALARY RANGE

Appropriate placement on the Certificated Management and Supervisory Salary Schedule

PERIOD OF SERVICE

Work Calendar as adopted by the Board of Trustees. 187 days of the year with the option of an additional 30 days of service at the position daily rate.

Board Approved: September 11, 2023



LOWELL JOINT SCHOOL DISTRICT CAFETERIA MANAGER

Classified Salary Schedule Range 18

JOB SUMMARY: Under general supervision of the Director of Nutrition Services, using highly significant food service related skills to coordinate food production and distribution to school sites of all meals from the central kitchen. Manage the daily operation of the central kitchen and assist in the preparation of meals.

ESSENTIAL FUNCTIONS:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

- Ensures that all meals served in the school nutrition program meet the current nutrition standards and meal pattern requirements including children with special needs diets.
- Maintains integrity and accountability of the school nutrition program though compliance with all Federal, State, and local regulations.
- Responsible for portion control as established by the Federal and State Nutrition Guidelines.
- Provide leadership to ensure a safe work environment.
- Responsible for skilled preparation of food items on the menu.
- Interprets and reconstructs standardized recipes.
- Responsible for receiving, storing, rotating and care of food supplies and equipment.
- Responsible for preparation and packaging of foods to be used in satellite schools.
- Responsible for scheduling, preparing, and serving food for nutrition break at the intermediate school.
- Requisitions food, supplies, and equipment. Orders food and supplies from approved vendors.
- Prepares and maintains written records on amounts of food planned and served to be used during SNP coordinated reviews.
- Prepares and follows work schedules that promote organized workflow and development of employee skills.
- With assistance from the Director of Nutrition Services, trains and provides input for personnel evaluations.
- Maintain accurate records of student accounts. Generate computerized reports upon request.
- Collects and counts money. Prepares cash reports and enters data into sales record keeping.
- Supervises and trains student helpers and volunteers.
- Conducts short training sessions to keep employees informed of school events as well as to develop employee knowledge and skills.
- Performs related duties as assigned.

QUALIFICATION GUIDELINES:

Knowledge of:

- Current USDA nutrition standards that apply to meals served in the SNP (School Nutrition Program).
- Importance of the marketplace's influence on food trends and availability and how they relate to menu planning.
- Appropriate system for documenting staff development and training.
- Use of technology as an SNP management tool.
- Use of commodities to manage food costs.
- Principles of Hazard Analysis and Critical Control Point (HACCP) system.
- Principles of preplanning, planning and scheduling food production to maximize efficient use of time and equipment and minimize production challenges.
- Safe use, care and cleaning methods of equipment in the school cafeteria.
- The importance of cross-training to enhance employee productivity and a more efficient workplace
- Procedures involved in ordering, receiving and storing of food services supplies.
- Health and safety rules and regulations that pertain to the operation of a school food service program.
- Methods of assessing the skill level needs of the SNP personnel as well as self-evaluation.

Ability to:

- Follow the menu planning guide and other appropriate USDA resources for SNP when involved with menu planning.
- Create promotional activities that motivate and support student selection of meals that promote good health.
- Prepare reports and keep records making simple arithmetical computations.
- Enforce rules of health, cleanliness, personal habits, and proper clothing to ensure clean and healthy food handlers.
- Operate machines found in a school kitchen, including a POS computer.
- Maintain a safe work environment and follow District procedures for reporting accidents and injuries.
- Maintain appropriate storage areas according to Federal, State and local guidelines.
- Interpret data and sales history of food items for ordering and forecasting production.
- Administer food preference surveys and analyze resulting data.
- Implement methods for increasing productivity and decrease waste.
- Encourage cooperation between food service staff and teaching staff in promoting higher student participation in lunch, breakfast and other supporting food programs.
- Establish and maintain cooperative and effective working relationships with others.
- Lift and move items weighing up to 25 pounds.

Education/Training/Experience:

Equivalent to completion of high school or General Education Diploma (GED). Minimum of two to three years' experience and/or training in school or institutional food services; completion of Food Safety Manager Certification and California School Nutrition Association (CSNA) courses related to the food service program in public schools. At least one year in a lead or supervisory capacity.



LOWELL JOINT SCHOOL DISTRICT CAFETERIA MANAGER

Classified Salary Schedule Range 18

PHYSICAL STANDARDS AND WORKING CONDITIONS:

The physical and mental demands and work environment described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. These physical demands are generic in nature and tasks may vary dependent on specific trade and or specialized work assignment.

Physical Demands:

Physical demands of this position include standing for extended periods of time. The employee is required to frequently walk, stand or stoop, bend at the waist and reach at or below the shoulders. Continuously uses hand strength to grasp objects and tools and operate nutrition service equipment. The employee must lift and/or move items weighing up to 25 pounds. These objects include bags of milk or juice, cases of fruit, pans of food, etc. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employees may use vision to monitor food quality and quantity and may also serve students, order supplies, collect money, etc. Also required are hearing and speaking abilities to exchange information.

Mental Demands:

Employee must be able to comprehend and follow written and oral instructions; read and interpret data, information and documents; interpret policies and procedures; work under deadlines with interruptions; and interact cooperatively with District staff, students and parents.

Work Environment:

While performing the duties of this job, the employee regularly works in an indoor kitchen environment with exposure to heat from ovens, hot foods and steamers and cleaning chemicals, fumes, equipment, and metal objects. Employees also work around knives, dicers, mixers, slicers and other sharp objects. Work surfaces may be slippery. The noise level in the work environment is usually moderate but may be loud dependent on specific work site and/or equipment operation.

The information contained in the physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. Individuals who hold this position may perform additional duties and additional duties may be assigned.

WORK PERIOD:

10 months per year, 5 days per week, 5 hours per day

Board Approved: October 2007; May 7, 2012;

Revised: March 2012; June 2023

2022/2023 CLASSIFIED MANAGEMENT SALARY SCHEDULE

Effective July 1, 2022, employees shall receive a 3.50% increase to base salary earnings (excluding stipends and other remuneration)
Effective September 1, 2022 New Director's Salary Schedule and New Assistant Director Salary Schedule Effective December 12, 2022 New Maintenance and Operations Supervisor Salary Schedule Effective March 6, 2023 New Nutrition Services Supervisor Salary Schedule Effective August 1, 2023 New Network and Data Systems Technology Supervisor Effective November 7, 2022 New Assistant Superintendent Salary Schedule

MANAGEMENT POSITIONS	RANGE							
	_	2	က	4	5	9	7	ω
Assistant Superintendent of Business Services	13,789	14,516	15,279	16,043	16,845	17,687	18,571	19,499
Assistant Superintendent of Administrative Services	13,097	13,752	14,439	15,163	15,921	16,717	17,553	18,430
Director of Educational & Information Technology	12,360	12,552	12,743	12,934	13,126	13,316	13,509	13,705
Director of Fiscal Services	12,360	12,522	12,743	12,934	13,126	13,316	13,509	13,705
Assistant Director of Fiscal Services	888'6	10,042	10,195	10,348	10,501	10,653	10,807	11,348
Bond Contracts and Accounting Compliance Manager	6,736	7,005	7,269	7,574	7,892	8,223	8,560	8,905
Coordinator of Early Childhood Program	9,755	626'6	10,106	10,272	10,457	10,623	10,808	X
Occupational Therapist (11 months)	6,923	7,268	7,633	8,016	8,416	8,838	9,279	9,743
Supervisor Positions								
Network and Data Systems Technology Supervisor	5,610	5,938	6,285	6,653	7,042	7,454	7,980	8,352
Maintenance & Operations Supervisor	5,100	5,399	5,715	6,050	6,404	6,779	7,176	7,176
Nutrition Services Supervisor	4,636	4,868	5,111	5,367	5,635	5,917	6,213	6,524
Site Supervisor Teacher - Preschool	3,946	4,144	4,351	4,567	4,797	5,036	X	X

Twelve-month Classified Management employees receive 22 days vacation per year.

LONGEVITY

Length of service shall be additionally compensated at the following rate, after completion of:

5 Years	\$4,000	
10 Years	\$5,000	
15 Years	\$6,000	
20 Years	\$7,000	



LOWELL JOINT SCHOOL DISTRICT 2022/23 CERTIFICATED MANAGEMENT AND SUPERVISORY SALARY SCHEDULE

Effective July 1, 2022

Effective July 1, 2022, employees shall receive a 3.5% increase to base salary earnings (excluding stipends and other remuneration).

Effective September 1, 2023 New Board Certified Behavioral Analyst (BCBA) Position Added to Salary Schedule

ent of Educational Services						
rvices 248	1 2	3	4	5	9	7
710	,278 176,980	179,674	182,374	185,069	187,760	190,462
	138,828 140,979	143,124	145,276	147,423	149,567	151,718
Elementary Principal 124,826	,826 126,789) 128,754	130,719	132,679	134,647	136,609
Assistant Principal 204 117,056	,056 119,273	121,268	123,263	125,480	127,476	129,693
Director of Special Education 148,324	,324 150,625	152,919	155,214	157,513	159,801	162,103
Director of Educational Services 217 148,324	,324 150,625	152,919	155,214	157,513	159,801	162,103

SUPERVISORY POSITIONS

Psychologist / Board Certified Behavioral Analyst (BCBA)	187	105,277	107,238	109,205	111,175	113,118	115,100	118,273
Coordinator of Early Childhood Program	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Coordinator of Expanded Learning Opportunities Program	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Coordinator for Grants and Educational Initiatiaves-Research	204	117,056	119,273	121,268	123,263	125,480	127,476	129,693
Program Specialist	205	117,677	119,765	121,862	123,960	126,055	128,155	130,256

Manag	Management	Superv	isory
5 years	\$4,000	5 years	\$2,500
10 years	\$5,000	10 years	\$3,000
	\$6,000	15 years	\$3,500
20 years	\$7,000		\$4,000